

## 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 October 16, 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 October 16, 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: 2488 348 9338; 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, October 16, 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, OCTOBER 16, 2023

### **MISSION STATEMENT**

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

**MAYOR NADINE WOODWARD**

**COUNCIL PRESIDENT LORI KINNEAR**

**COUNCIL MEMBER JONATHAN BINGLE**

**COUNCIL MEMBER RYAN OELRICH**

**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**

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**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.

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**CONSENT AGENDA**

**REPORTS, CONTRACTS AND CLAIMS**

**RECOMMENDATION**

**1. Value Blanket Renewals 3 of 4 with:**

Approve  
All

a. WEMCO, Inc. (Spokane) for the as-needed purchase of mechanical OEM parts for the refuse crane system at the Waste to Energy Facility from December 1, 2023, through November 30, 2024—annual cost not to exceed \$160,000 (plus tax).

OPR 2020-0855  
RFQ 5338-20

b. Helfrich Brothers Boiler Works, Inc. (Lawrence, MA) for the purchase of boiler tubes for use at the Waste to Energy Facility from November 1, 2023, through October 31, 2024—total cost not to exceed \$900,000 (plus tax).

OPR 2020-0670  
ITB 5313-20

(Council Sponsors: Council President Kinnear and Council Member Bingle)

**David Paine**

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|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|-------------------------------------------------------------------------------------|
| <p>2. <b>Contract Renewal 2 of 4 with Knight Construction &amp; Supply, Inc. (Deer Park, WA) for mechanical repairs at the Waste to Energy Facility from November 1, 2023, through October 31, 2024—not to exceed \$2,200,000 (plus tax). (Council Sponsors: Council President Kinnear and Council Member Bingle)</b><br/> <b>David Paine</b></p>                                                                                                                                                                                  | <p><b>Approve</b></p>         | <p><b>OPR 2021-0716<br/>PW ITB 5506-21</b></p>                                      |
| <p>3. <b>Purchases for the Streets Department utilizing State Contract #11021 of:</b></p> <p style="padding-left: 40px;">a. <b>Liquid Deicer from GMCO—\$1,500,000.</b></p> <p style="padding-left: 40px;">b. <b>Road Salt from Salt Distributors, Inc. (Spokane Valley, WA)—not to exceed \$140,000.</b></p> <p style="padding-left: 40px;">c. <b>Ice Kicker from Salt Distributors, Inc. (Spokane Valley, WA)—not to exceed \$115,000.</b><br/> <b>(Council Sponsor: Council President Kinnear)</b><br/> <b>Clint Harris</b></p> | <p><b>Approve<br/>All</b></p> | <p><b>OPR 2023-1040</b></p> <p><b>OPR 2023-1041</b></p> <p><b>OPR 2023-1042</b></p> |
| <p>4. <b>Five-Year Service Contract with Waste Management of Washington (Kirkland, WA) for the transportation and disposal of bypass and non-processable waste from the Waste to Energy Facility beginning November 17, 2023—not to exceed \$4,500,000. (Council Sponsor: Council President Kinnear)</b><br/> <b>Chris Averyt</b></p>                                                                                                                                                                                              | <p><b>Approve</b></p>         | <p><b>OPR 2023-1043<br/>RFP 5817-23</b></p>                                         |
| <p>5. <b>Contract Extension with KPFF Consulting Engineers (Seattle, WA) for the Fish Lake Trail Connection Study extending the contract through December 31, 2024—additional \$18,000. Total contract amount: \$350,355. (Council Sponsor: Council Member Bingle)</b><br/> <b>Inga Note</b></p>                                                                                                                                                                                                                                   | <p><b>Approve</b></p>         | <p><b>OPR 2020-0096<br/>ENG 2016089</b></p>                                         |
| <p>6. <b>Final Contract Renewal with Itron, Inc. (Liberty Lake, WA) for meter reading support services for the Water Department from July 1, 2023, through June 30, 2024—\$14,112.93 (plus tax). (Council Sponsor: Council President Kinnear)</b><br/> <b>Loren Searl</b></p>                                                                                                                                                                                                                                                      | <p><b>Approve</b></p>         | <p><b>OPR 2016-0750</b></p>                                                         |
| <p>7. <b>Contract with Assetworks (Wayne, PA) for the Fleet Asset Management System (M5) annual software and maintenance utilizing Federal Contract No. GS-35F-317GA from October 1, 2023, through September 30, 2024—\$158,616.83 (plus tax). (Council Sponsor: Council Member Bingle)</b><br/> <b>Michael Sloon</b></p>                                                                                                                                                                                                          | <p><b>Approve</b></p>         | <p><b>OPR 2023-1044</b></p>                                                         |
| <p>8. <b>Amendment to Master Contract with Pomp’s Tire Service (Spokane) due to being promoted to the City fleet’s primary tire vendor utilizing Washington State</b></p>                                                                                                                                                                                                                                                                                                                                                          | <p><b>Approve</b></p>         | <p><b>OPR 2022-0903</b></p>                                                         |

Contract No. 00519—additional \$150,000 annually.  
(Council Sponsor: Council President Kinnear)

**Adam Russell**

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|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|------------------------------|
| 9.  | Contract Amendments adding monies due to higher-than-anticipated usage and inflation with:                                                                                                                                                                                                                                                                                        | Approve<br>All                     |                              |
|     | a. Solid Waste Systems (Spokane Valley, WA) for Curbtender, Labrie and Sewer Equipment—additional \$200,000 annually.                                                                                                                                                                                                                                                             |                                    | OPR 2020-0049                |
|     | b. Toby’s Body & Fender (Spokane) for auto body repair services from October 15, 2023, through December 31, 2026—additional \$150,000 annually.<br>(Council Sponsor: Council President Kinnear)                                                                                                                                                                                   |                                    | OPR 2023-0249<br>RFP 5800-23 |
|     | <b>Adam Russell</b>                                                                                                                                                                                                                                                                                                                                                               |                                    |                              |
| 10. | Contract Amendment with Abadan Reprographics (Spokane) for high-speed large-format printing and binding for the Engineering Services Department from September 1, 2023, through May 31, 2024—\$100,000 additional (plus tax, if applicable) due to a higher volume of printing needs and projects this year compared to prior years. (Council Sponsor: Council President Kinnear) | Approve                            | OPR 2021-0391                |
|     | <b>Dan Buller</b>                                                                                                                                                                                                                                                                                                                                                                 |                                    |                              |
| 11. | 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                |
| 12. | City Council Meeting Minutes: _____, 2023.                                                                                                                                                                                                                                                                                                                                        | Approve                            | 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 C36450**      **Public Safety & Judicial Grants Fund**  
1) Increase revenue by \$337,139.  
A) Of the increased revenue, \$337,139 is provided by the Department of Justice through their FY23 BJA Body-Worn Camera grant.  
2) Increase appropriation by \$337,139.  
A) Of the increased appropriation, \$241,710 is provided solely for base wages.  
B) Of the increased appropriation, \$10,429 is provided solely for computers.  
C) Of the increased appropriation, \$85,000 is provided solely for professional services.

(This action arises from the need to accept body-worn camera grant funding from the Department of Justice.) (Council Sponsors: Council President Kinnear and Council Member Cathcart)

**Shawna Ernst**

- ORD C36451**      **Retirement Fund**  
1) Add one classified Clerk III position (from 0 to 1).  
A) There is no change to the overall appropriation level in the Retirement Fund, salary savings from the vacant Director of Retirement position are sufficient to fund the new position for the remainder of 2023.

(This action arises from the need to add a new position in the Retirement Department to effectively administer new and existing aspects of the City's retirement plans.) (Council Sponsors: Council Members Bingle and Stratton)

**Christine Shisler**

## **NO EMERGENCY ORDINANCES**

## **RESOLUTIONS & FINAL READING ORDINANCES**

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2023-0089**      **Relating to modification of the City of Spokane's Retail Water Service Area (RWSA) to include Spokane County Parcel Numbers 26213.0501, 24073.0110, 36352.9005, 26212.0609, 24182.0105, 24051.9009, 24051.9076 and 24051.9089 and authorizing the amendment of the City's RWSA map on file with the Washington State Department of Health. (Council Sponsors: Council Members Wilkerson, Stratton, Cathcart)**  
**Eldon Brown**
- RES 2023-0090**      **Relating to modification of the City of Spokane's Retail Water Service Area (RWSA) to include Spokane County Parcel Number 24181.9060 and authorizing the amendment of the City's RWSA map on file with the Washington State Department of Health. (Council Sponsors: Council Members Wilkerson, Stratton, Cathcart)**  
**Eldon Brown**



- ORD C36448 (To be considered under Hearings Item H1.)
- ORD C36449 Establishing the Language Access Program for the City of Spokane and adopting a new chapter 18.11 to Title 18 of the Spokane Municipal Code. (Council Sponsors: Council Members Cathcart and Wilkerson)  
**Alex Gibilisco**

**NO FIRST READING ORDINANCES**

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**NO SPECIAL CONSIDERATIONS**

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**HEARINGS**

RECOMMENDATION

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                       |                   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|-------------------|
| <p>H1. Final Reading Ordinance C36448 relating to the paper cuts code amendments 2023 project amending Spokane Municipal Code (SMC) Section 17C.110.225 Accessory Structures; Section 17C.120.580 Plazas and Other Open Spaces; Section 17C.230.145 Development Standards for Residential Uses; Section 17C.240.250 Off-Premises Signs; Section 17C.250.020 Dimensional Standards; and Section 17G.080.040 Short Subdivisions. (Council Sponsors: Council Members Stratton and Bingle)<br/><b>Spencer Gardner</b></p> | <p>Hold<br/>Hrg./Pass<br/>Upon Roll<br/>Call Vote</p> | <p>ORD C36448</p> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|-------------------|

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**Motion to Approve Advance Agenda for October 16, 2023**  
(per Council Rule 2.1.2)

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**ADJOURNMENT**

The October 16, 2023, Regular Legislative Session of the City Council is adjourned to October 23, 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 Risk Management at 509.625.6221, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or [mlovmaster@spokanecity.org](mailto:mlovmaster@spokanecity.org). Persons who are deaf or hard of hearing may contact risk Management through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

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## NOTES



**Agenda Sheet for City Council Meeting of:**  
10/16/2023

|                       |               |
|-----------------------|---------------|
| <b>Date Rec'd</b>     | 10/4/2023     |
| <b>Clerk's File #</b> | OPR 2020-0855 |
| <b>Renews #</b>       |               |
| <b>Cross Ref #</b>    |               |
| <b>Project #</b>      |               |
| <b>Bid #</b>          | RFQ 5338-20   |
| <b>Requisition #</b>  | VALUE BLANKET |

|                           |                                                       |
|---------------------------|-------------------------------------------------------|
| <b>Submitting Dept</b>    | SOLID WASTE DISPOSAL                                  |
| <b>Contact Name/Phone</b> | DAVID PAINE 625-6878                                  |
| <b>Contact E-Mail</b>     | DPAINE@SPOKANECITY.ORG                                |
| <b>Agenda Item Type</b>   | Purchase w/o Contract                                 |
| <b>Agenda Item Name</b>   | 4490 VALUE BLANKET RENEWAL FOR OEM BRIDGE CRANE PARTS |

**Agenda Wording**  
Value blanket renewal #3 of 4 with WEMCO, Inc. (Spokane, WA) for the as-needed purchase of mechanical OEM parts for the refuse crane system at the WTE from Dec. 1, 2023 through Nov. 30, 2024 with an annual cost not to exceed \$160,000.00 plus tax.

**Summary (Background)**  
In the event of a crane failure, a readily available supply of replacement parts need to be on hand. On October 15, 2020 bidding closed on RFQ 5338-20 for the as-needed purchase of new, OEM, mechanical replacement parts for the refuse crane system. WEMCO Inc. was the only response received. The initial value blanket award was for one year with the possibility of four (4) additional one-year renewals. This will be the third renewal.

|                      |                   |                                |
|----------------------|-------------------|--------------------------------|
| Lease? NO            | Grant related? NO | Public Works? NO               |
| <b>Fiscal Impact</b> |                   | <b>Budget Account</b>          |
| Expense              | \$ 160,000.00     | # 4490-44100-37148-53210-34002 |
| Select               | \$                | #                              |
| Select               | \$                | #                              |
| Select               | \$                | #                              |

|                             |                     |                              |                       |
|-----------------------------|---------------------|------------------------------|-----------------------|
| <b>Approvals</b>            |                     | <b>Council Notifications</b> |                       |
| <b>Dept Head</b>            | AVERYT, CHRIS       | <b>Study Session\Other</b>   | PIES 9/25/23          |
| <b>Division Director</b>    | FEIST, MARLENE      | <b>Council Sponsor</b>       | CP Kinnear, CM Bingle |
| <b>Finance</b>              | ALBIN-MOORE, ANGELA | <b>Distribution List</b>     |                       |
| <b>Legal</b>                | SCHOEDEL, ELIZABETH | mdorgan@spokanecity.org      |                       |
| <b>For the Mayor</b>        | JONES, GARRETT      | jsalstrom@spokanecity.org    |                       |
| <b>Additional Approvals</b> |                     | tprince@spokanecity.org      |                       |
| <b>Purchasing</b>           | 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> , 625-6878                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Council Sponsor(s)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | CP Kinnear, CM Bingle                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Committee Date</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | September 25, 2023                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <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 OEM bridge crane replacement parts                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Summary (Background)</b><br><br>*use the Fiscal Impact box below for relevant financial information                                                                                                                                                                                                                                                                                                                                                                                                                                  | <p>The Waste to Energy Facility replaced two bridge cranes with WEMCO brand cranes. To have a readily available supply of replacement parts on hand in the event of a failure, or for maintenance needs, an as-needed parts supplier is needed.</p> <p>On October 15, 2020 bidding closed on RFQ 5338-20 for the as-needed purchase of new, OEM, mechanical replacement parts for the refuse crane system. WEMCO Inc. (Spokane, WA) was the only response received. The value blanket award was for one year from December 1, 2020 through November 30, 2021 with the option of four (4) additional one-year renewals. This will be the third renewal and will span from December 1, 2023 through November 30, 2024, with a cost of \$160,000.00 plus tax.</p> |
| <b>Proposed Council Action</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Approval of contract renewal                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Fiscal Impact</b><br>Total Cost: <u>\$160,000.00 plus tax</u><br>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A<br><br>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring<br>Specify funding source: SWD Budget<br><br>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring<br><br>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?<br><br>The work is 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?<br><br>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.

# Expenditure Control Form



- 1. All requests being made, including those against master agreements, must be accompanied by this form.
- 2. All requests requiring City Council approval exceeding \$100,000 must be accompanied by this form.
- 3. Route **ALL** requests to the Division Director first and then the CFO for signature.
- 4. The CFO will route for signature to the City Administrator.

**Today's Date:** 9/14/23      **Type of expenditure:** Maint. Supplies      Goods  Services   
**Department:** Solid Waste Disposal  
**Approving Supervisor:** Chris Averyt

**Amount of Proposed Expenditure:** \$160,000  
 Is this against a master agreement? If yes, please provide the number:

**Funding Source** SWD Budget 4490-44100-37148-54803-34002

**Please verify correct funding sources. Indicate breakdown if more than one funding source.**

**Why is this expenditure necessary now?**

The waste to Energy facility has two WEMCO brand cranes. OEM parts are required for any repairs

**What are the impacts if expenses are deferred?**

If OEM parts are not readily available and substitutions are used, an equipment failure could result in

**What alternative resources have been considered?**

There are no known alternative resources. Replacement parts, in the event of a failure, are needed

**Description of the goods or service and any additional information?**

This is for a value blanket to purchase OEM crane parts, as-needed, for the two WEMCO bridge cranes

**Person Submitting Form/Contact:** Chris Averyt x6540

**Division Director:**  
*Marlene Feist*

**CFO Signature:**  
*Tonya Wallace*

**City Administrator Signature:**  
  
G:\cfo\forms\Exp-18\_2022-10\42.PDF

**Additional Comments:**











# Expenditure Control Form 2023-Wemco Mech. Parts

Final Audit Report

2023-09-18

|                 |                                              |
|-----------------|----------------------------------------------|
| Created:        | 2023-09-14                                   |
| By:             | Michelle Dorgan (mdorgan@spokanecity.org)    |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAADkwuo0SU-HuPQ_5JRoG4QEOF0I44hNbT |

## "Expenditure Control Form 2023-Wemco Mech. Parts" History

-  Document created by Michelle Dorgan (mdorgan@spokanecity.org)  
2023-09-14 - 10:32:49 PM GMT- IP address: 198.1.39.252
-  Document emailed to Marlene Feist (mfeist@spokanecity.org) for signature  
2023-09-14 - 10:33:46 PM GMT
-  Email viewed by Marlene Feist (mfeist@spokanecity.org)  
2023-09-14 - 10:50:39 PM GMT- IP address: 155.190.3.6
-  Document e-signed by Marlene Feist (mfeist@spokanecity.org)  
Signature Date: 2023-09-14 - 10:51:05 PM GMT - Time Source: server- IP address: 155.190.3.6
-  Document emailed to Tonya Wallace (twallace@spokanecity.org) for signature  
2023-09-14 - 10:51:07 PM GMT
-  Email viewed by Tonya Wallace (twallace@spokanecity.org)  
2023-09-14 - 11:51:48 PM GMT- IP address: 198.1.39.252
-  Document e-signed by Tonya Wallace (twallace@spokanecity.org)  
Signature Date: 2023-09-14 - 11:52:23 PM GMT - Time Source: server- IP address: 198.1.39.252
-  Document emailed to Garrett Jones (gjones@spokanecity.org) for signature  
2023-09-14 - 11:52:25 PM GMT
-  Email viewed by Garrett Jones (gjones@spokanecity.org)  
2023-09-15 - 6:09:56 AM GMT- IP address: 104.28.116.105
-  Document e-signed by Garrett Jones (gjones@spokanecity.org)  
Signature Date: 2023-09-18 - 5:43:00 PM GMT - Time Source: server- IP address: 198.1.39.252

✔ Agreement completed.

2023-09-18 - 5:43:00 PM GMT





**CITY OF SPOKANE - WTEF**  
 2900 S GEIGER BLVD  
 Spokane, Washington 99224-5400  
 PHONE: 509.625.6527

| WEMCO                                                                                                  |                |                                                | VB301190-000                             | VB301190-001                             | VB301190-002                             | VB301190-003                             |
|--------------------------------------------------------------------------------------------------------|----------------|------------------------------------------------|------------------------------------------|------------------------------------------|------------------------------------------|------------------------------------------|
| Reference Bid RFQ 5165-19                                                                              |                |                                                | Base Year                                | First Opt Year                           | Second Opt Year                          | Second Opt Year                          |
| New Spare Replacement Parts For Current Operating Refuse Crane System; As Needed - Annual Requirements |                |                                                | Valid from 12/01/2020 through 11/31/2021 | Valid from 12/01/2021 through 11/31/2022 | Valid from 12/01/2022 through 11/31/2023 | Valid from 12/01/2023 through 11/31/2024 |
| MANUFACTURER                                                                                           | PART NUMBER    | DESCRIPTION                                    | Unit Price                               | Unit Price                               | Unit Price                               | Unit Price                               |
| WEMCO                                                                                                  | 318005-M-1003  | Bridge Wheel                                   | \$3,515.91                               | \$4,565.45                               | \$4,565.45                               | \$4,775.00                               |
| WEMCO                                                                                                  | 318005-M-1006  | Bridge Wheel Axle (Non-Driven)                 | \$718.50                                 | \$958.00                                 | \$1,088.64                               | \$1,220.45                               |
| WEMCO                                                                                                  | 318005-M-1012  | Bridge Wheel Axle (Driven)                     | \$1,417.98                               | \$1,890.64                               | \$2,224.28                               | \$2,493.59                               |
| WEMCO                                                                                                  | 318005-M-1001  | Bridge End Truck Bearing Cap                   | \$1,086.06                               | \$1,448.08                               | \$1,574.00                               | \$1,764.57                               |
| WEMCO                                                                                                  | 318005-M-1002  | Bridge End Truck Bearing Cap (Driven)          | \$1,086.06                               | \$1,448.08                               | \$1,574.00                               | \$1,764.57                               |
| WEMCO                                                                                                  | 318005-M-3102  | Trolley Wheel                                  | \$2,833.52                               | \$3,985.45                               | \$3,985.45                               | \$4,138.34                               |
| WEMCO                                                                                                  | 318005-M-3106  | Trolley Wheel Axle (Non-Driven)                | \$596.78                                 | \$795.71                                 | \$904.22                                 | \$1,013.70                               |
| WEMCO                                                                                                  | 318005-M-3107  | Trolley Wheel Axle (Driven)                    | \$1,080.46                               | \$1,440.61                               | \$1,694.84                               | \$1,900.04                               |
| WEMCO                                                                                                  | 318005-M-3104  | Trolley End Truck Bearing Cap                  | \$1,026.32                               | \$1,368.43                               | \$1,487.42                               | \$1,667.51                               |
| WEMCO                                                                                                  | 318005-M-3105  | Trolley End Truck Bearing Cap                  | \$1,026.32                               | \$1,368.43                               | \$1,487.42                               | \$1,667.51                               |
| WEMCO                                                                                                  | 318005-P-3040L | Main Hoist Rope Guide Weldment End Bracket LH  | \$509.96                                 | \$679.95                                 | \$715.74                                 | \$802.40                                 |
| WEMCO                                                                                                  | 318005-P-3040R | Main Hoist Rope Guide Weldment End Bracket RH  | \$509.96                                 | \$679.95                                 | \$715.74                                 | \$802.40                                 |
| WEMCO                                                                                                  | 318005-M-4036  | Main Hoist Equalizer Bar                       | \$930.30                                 | \$1,240.40                               | \$1,363.08                               | \$1,528.11                               |
| WEMCO                                                                                                  | 318005-M-4020  | Main Hoist Lower Sheave Pin                    | \$1,141.97                               | \$1,522.63                               | \$1,637.24                               | \$1,835.47                               |
| WEMCO                                                                                                  | 318005-M-4021  | Main Hoist Lower Block Pin                     | \$568.27                                 | \$757.69                                 | \$814.72                                 | \$913.36                                 |
| WEMCO                                                                                                  | 318005-M-4003  | Main Hoist Equalizer Weldment                  | \$2,594.07                               | \$3,458.76                               | \$3,679.53                               | \$4,215.03                               |
| WEMCO                                                                                                  | 318005-M-4048  | Main Hoist Equalizer Weldment Pin              | \$1,223.83                               | \$1,631.77                               | \$1,754.59                               | \$1,967.03                               |
| WEMCO                                                                                                  | 318005-A-4102L | Main Hoist Rope Guide (Left)                   | \$9,164.49                               | \$12,227.32                              | \$13,816.18                              | \$16,254.32                              |
| WEMCO                                                                                                  | 318005-A-4102R | Main Hoist Rope Guide (Right)                  | \$9,164.49                               | \$12,227.32                              | \$13,816.18                              | \$16,254.32                              |
| WEMCO                                                                                                  | 318005-M-4103  | Main Hoist Rope Guide Weldment                 | \$183.27                                 | \$244.36                                 | \$265.61                                 | \$297.77                                 |
| WEMCO                                                                                                  | 318005-M-4121  | Main Hoist Rope Guide Flanged Hold-Down Roller | \$890.00                                 | \$1,186.72                               | \$1,387.98                               | 1632.92                                  |
| WEMCO                                                                                                  | 318005-M-4126  | Main Hoist Rope Guide Hold-Down Roller         | \$418.00                                 | \$557.33                                 | \$651.85                                 | \$766.88                                 |
| WEMCO                                                                                                  | 318005-M-4122  | Main Hoist Rope Guide Seal Spacers             | \$20.56                                  | \$22.84                                  | \$24.04                                  | \$25.31                                  |
| WEMCO                                                                                                  | 318005-M-4123  | Main Hoist Rope Guide Roller                   | \$614.00                                 | \$818.66                                 | \$957.50                                 | \$1,126.47                               |
| WEMCO                                                                                                  | 318005-M-4106  | Main Hoist Rope Guide UHMW Wear Bar            | \$182.96                                 | \$215.25                                 | \$240.50                                 | \$253.16                                 |

|                    |                       |                                                                      |            |            |                                                            |                                                          |
|--------------------|-----------------------|----------------------------------------------------------------------|------------|------------|------------------------------------------------------------|----------------------------------------------------------|
| WEMCO              | 318005-M-4125         | Main Hoist Rope Guide UHMW Wear Bar                                  | \$269.20   | \$348.47   | \$389.35                                                   | \$409.84                                                 |
| WEMCO              | 318005-M-4122         | Main Hoist Rope Guide Seals Spacers                                  | \$20.56    | \$22.84    | \$24.04                                                    | \$25.31                                                  |
| WEMCO              | 318005-M-4116         | ROUND TG&P, 1" OD X 5 3/4" LG STEEL AISI 4140                        | \$176.16   | \$207.25   | \$226.50                                                   | \$253.92                                                 |
| WEMCO              | 318005-M-4115         | ROUND TG&P, 1" OD X 7" LG STEEL AISI 4140                            | \$166.12   | \$195.43   | \$213.58                                                   | \$239.44                                                 |
| WEMCO              | 318005-M-2015         | End Tie Link Pins (Short)                                            | \$534.33   | \$628.62   | \$675.94                                                   | \$757.78                                                 |
| WEMCO              | 318005-M-4035         | Cable split bushing                                                  | \$171.85   | \$214.82   | \$237.37                                                   | \$250.39                                                 |
| WEMCO              | 318005-M-7301         | Guide bar assembly (the one that got bent on the cable guide fiasco) | \$903.78   | \$1,004.00 | \$1,056.84                                                 | \$1,112.46                                               |
| WEMCO              | 318005-M-4055         | Sheave nest UHMW spacers                                             | \$110.56   | \$130.07   | \$138.37                                                   | \$155.12                                                 |
| Timken             | A6075                 | Main Hoist Rope Guide Bearings                                       | \$22.72    | \$32.70    | \$49.89                                                    | \$58.46                                                  |
| Timken             | A6157                 | Main Hoist Rope Guide Bearings                                       | \$12.38    | \$17.81    | \$27.17                                                    | \$31.84                                                  |
| SKF                | 11299                 | Main Hoist Rope Guide Seals                                          | \$5.27     | \$7.47     | \$8.77                                                     | \$12.06                                                  |
| SKF                | 54925                 | Bridge Wheel Lip Seal 5.5" x 6.25" x 0.50"                           | \$38.44    | \$59.23    | \$69.52                                                    | \$95.82                                                  |
| SKF                | 29867                 | Bridge Wheel Axle Seal 3.0" x 3.75" x 0.375"                         | \$15.31    | \$21.71    | \$25.48                                                    | \$35.10                                                  |
| SKF                | 22216                 | Bridge Wheel Bearing 80mm x 140mm                                    | \$247.41   | \$295.39   | \$416.92                                                   | \$478.75                                                 |
| SKF                | 47382                 | Trolley Wheel Seal, 4.75" x 5.751" x 0.                              | \$60.25    | \$85.41    | \$100.25                                                   | \$115.13                                                 |
| SKF                | 23770                 | Trolley Drive Axle Seal, 2.375" x 3.50"                              | \$14.91    | \$21.14    | \$24.82                                                    | \$34.20                                                  |
| SKF                | 22213                 | Trolley Wheel Bearing, 65mm x 120mm                                  | \$177.74   | \$212.21   | \$299.51                                                   | \$343.95                                                 |
| INA Shaeffler      | SL045014-PP           | Aux Hoist Lower Sheave Bearing, 70mm                                 | \$251.26   | \$474.06   | \$1,343.04                                                 | \$1,429.00                                               |
| INA Shaeffler      | SL045018-D-PP         | Main Lower Sheave Bearing, 90mm x                                    | \$434.98   | \$759.93   | \$2,335.04                                                 | \$2,473.85                                               |
| General Bearing    | 31462-88              | Aux Rope Guide Track, Flanged ball b                                 | \$5.24     | \$6.84     | \$17.34                                                    | \$17.04                                                  |
| Dodge              | P4B-S2-407RE / 070393 | Main Hoist Pillow Block, 4.4375"                                     | \$1,997.75 | \$2,691.96 | \$3,240.94                                                 | \$3,687.97                                               |
| Dodge              | P4B-S1-207LE / 070419 | Aux Hoist Pillow Block, 2.4375"                                      | \$403.48   | \$543.66   | \$654.54                                                   | \$744.82                                                 |
| Duratrack          | A2878-2               | Festoon Trolley Wheel Bearings                                       | No Bid     | No Bid     | No Bid                                                     | No Bid                                                   |
| Duratrack          | A2235-1               | Festoon Trolley Wheel                                                | No Bid     | No Bid     | No Bid                                                     | No Bid                                                   |
| Duratrack          | BE6203-2              | Festoon Tow Trolley Guide Wheel Bearing                              | No Bid     | No Bid     | No Bid                                                     | No Bid                                                   |
| Duratrack          | B2163-1               | Festoon Tow Trolley Guide Wheel                                      | No Bid     | No Bid     | No Bid                                                     | No Bid                                                   |
| Duratrack          | B2822-1               | Festoon Main Wheel Assembly                                          | \$25.41    | \$33.88    | \$43.23. Please Note, Duratrack now has a \$200 min. order | 46.83, Please Note, Duratrack now has a \$200 min. order |
| Duratrack          | B2822-25              | Festoon Anti-Lift Wheel Assembly                                     | \$23.29    | \$31.05    | \$39.60 Please Note, Duratrack now has a \$200 min. order  | 42.90, Please Note, Duratrack now has a \$200 min. order |
| Duratrack          | A1101-1               | Festoon Bumper Assembly                                              | \$9.42     | \$12.56    | \$16.02 Please Note, Duratrack now has a \$200 min. order  | 17.35, Please Note, Duratrack now has a \$200 min. order |
| Malmedie           | TTXs 4                | Main Hoist Gearbox to Drum Coupling                                  | \$5,287.06 | \$6,970.71 | \$8,534.29                                                 | \$10,602.86                                              |
| Malmedie           | TTXs 1.3              | Aux Hoist to Drum Coupling                                           | \$3,176.47 | \$4,248.21 | \$5,638.46                                                 | \$6,542.86                                               |
| Conductix-Wampfler | XA-11417X             | Replacement Collector Shoe. 2 each per collector.                    | \$78.81    | \$118.11   | \$140.55                                                   | \$140.55                                                 |
| Gleason            | GR03579105            | Long Roller Assembly (Umbilical cable guide roller)                  | \$136.15   | \$223.20   | \$235.86                                                   | \$241.46                                                 |
| Gleason            | GR015992              | Complete roller guide assembly (Umbilical cable guide roller)        | \$686.12   | \$1,113.33 | \$1,176.62                                                 | \$1,204.57                                               |

|                   |                                    |                                                               |             |                                                                                                     |                                                                                                     |                                                                                                        |
|-------------------|------------------------------------|---------------------------------------------------------------|-------------|-----------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|
| Osborn            | 97334                              | Aux Rope Guide Threaded V-Groove Track Roller                 | \$68.47     | \$137.98                                                                                            | \$138.83                                                                                            | \$157.90                                                                                               |
| McMaster-Carr     | 2868T261                           | Main Hoist Equalizer Weldment Bushings                        | \$151.42    | \$214.62                                                                                            | \$213.86                                                                                            | \$231.83                                                                                               |
| McMaster-Carr     | 6381K58                            | Main Hoist Equalizer Bar Bushing                              | \$23.75     | \$35.33                                                                                             | \$35.71                                                                                             | \$62.64                                                                                                |
| McMaster-Carr     | 6391K684                           | End Tie Link Bushings                                         | \$10.94     | \$18.60                                                                                             | \$23.18                                                                                             | \$25.11                                                                                                |
| McMaster-Carr     | 6436K27                            | End Tie Link Lock Collars                                     | \$19.43     | \$27.53                                                                                             | \$39.66                                                                                             | \$42.97                                                                                                |
| Magnetek          | 111720                             | Mondel Brake Set                                              | \$427.20    | \$534.00                                                                                            | \$656.57                                                                                            | \$782.00                                                                                               |
| Magnetek          | 320420                             | Mondel 460V Brake Thruster                                    | \$4,376.80  | \$5,259.93                                                                                          | \$6,758.23                                                                                          | \$7,096.29                                                                                             |
| Magnetek          | 360481                             | Main Hoist Motor to Gearbox Coupling (Love Joy)               | \$912.20    | \$1,140.25                                                                                          | \$1,140.25                                                                                          | \$1,292.30                                                                                             |
| Sumitomo          | PHD9085P3-LL-25                    | Main Hoist Gearbox Bearing and Seal Kit, Paramax 9085 Gearbox | \$4,648.28  | \$5,468.56                                                                                          | \$6,433.60                                                                                          | \$7,172.35                                                                                             |
| Sumitomo          | LHUXS-4B145L-Y1-39                 | Trolley Gearbox 998Z-PA247338 Bearing and seal kit            | \$1,019.75  | \$1,513.57                                                                                          | \$1,558.64                                                                                          | \$1,558.64                                                                                             |
| Sumitomo          | 998Z-PA247354                      | Rebuild Kit for BBB4 Cyclo Gearmotors                         | \$2,351.22  | \$2,991.29                                                                                          | \$2,991.29                                                                                          | \$2,991.29                                                                                             |
| Sumitomo          | 998Z-PA247338                      | Rebuild Kit for BBB4 Cyclo Gearmotors                         | \$1,019.75  | \$1,297.34                                                                                          | \$1,558.64                                                                                          | \$1,558.64                                                                                             |
| Crosby            | 1035036                            | Main Hoist Terminator Wedge Sockets                           | \$358.83    | \$445.40                                                                                            | \$576.00                                                                                            | \$706.00                                                                                               |
| Sumitomo          | LHUJS-4D185L-Y-35                  | 998Z-PA247354 Bearing and seal kit                            | \$2,351.22  | \$2,991.29                                                                                          | \$2,991.29                                                                                          | \$2,991.29                                                                                             |
| Sumitomo          | AEPK4201-2                         | Toshiba Bridge Drive TENV Motor W/ brake                      | \$8,050.19  | \$13,485.92                                                                                         | \$15,865.79                                                                                         | Discontinued by Toshiba. Replacement TBD by Toshiba.                                                   |
| Wemco             | 3185005-M-4001                     | Main hoist drum                                               | \$81,462.14 | \$90,513.41                                                                                         | \$98,384.14                                                                                         | \$93,464.93                                                                                            |
| Wemco             | 318005-M-4040                      | Rope Clamps                                                   | \$318.52    | \$335.28                                                                                            | \$352.93                                                                                            | \$395.66                                                                                               |
| Magnateck         | 143-40395                          | AV561024 PPR encoder w/ epic connector                        | \$1,588.23  | \$2,142.86                                                                                          | \$2,154.06                                                                                          | \$2,262.11                                                                                             |
| Magnatech         | 143-13183                          | 175HP Bluemax Main hoist motor                                | \$31,158.46 | \$35,294.45                                                                                         | \$57,193.05                                                                                         | \$60,330.22                                                                                            |
| Mondel            | 10269.0                            | Complete main hoist brake                                     | \$25,450.00 | \$22,016.92                                                                                         | \$14,758.14                                                                                         | \$12,922.27                                                                                            |
| Sumitomo          | PHD9085P3-LL-25                    | bearing and seal kit                                          | \$4,648.28  | \$5,468.56                                                                                          | \$6,433.60                                                                                          | \$7,172.35                                                                                             |
| Wemco             | 3185005-M-4051                     | Main hoist gearbox key                                        | \$161.30    | \$189.76                                                                                            | \$208.51                                                                                            | \$233.76                                                                                               |
| Malmedie          | 318005-M-4010 or TTXs 4            | Main hoist gear box to drum coupling                          | \$5,287.06  | \$6,970.71                                                                                          | \$8,534.29                                                                                          | \$10,602.86                                                                                            |
| Avtron            | AV85A1CMT8YXP000                   | 1024 PPR Encoder W/ Epic connector                            | \$2,329.42  | \$2,911.74                                                                                          | \$2,654.84                                                                                          | \$2,906.68                                                                                             |
| Marathon          | 30 HP, 4P, TENV, 364T, Brake Provs | 30 HP Aux hoist motor                                         | \$5,882.36  | \$12,682. discontinued by Marathon. Replaced by Magnetek Black Motor Line. New Part #MB03018-2286ke | \$12,682. discontinued by Marathon. Replaced by Magnetek Black Motor Line. New Part #MB03018-2286ke | \$15,718.77. Discontinued by Marathon. Replaced by Magnetek Black Motor Line. New Part #MB03018-2286ke |
| Pintsch Bubenezer | 81-000594710214                    | SFB 16, brake disk hub, motor side, 38mm                      | \$607.22    | \$607.22                                                                                            | \$970.29                                                                                            | \$1,028.58                                                                                             |
| Pintsch Bubenezer | 81-000594710214                    | SFB 16, brake disk hub, gear box side, 42mm                   | \$607.22    | \$731.59                                                                                            | \$970.29                                                                                            | \$1,028.58                                                                                             |
| Pintsch Bubenezer | 81-VAL, SFB 16 coil body           | SFB 16, 460V Brake coil                                       | \$1,318.19  | \$731.59                                                                                            | \$2,187.09                                                                                          | \$2,399.74                                                                                             |
| Pintsch Bubenezer | 81-VAL, SFB 15 W/Hub               | Complete aux hoist brake                                      | \$2,016.68  | \$1,588.18                                                                                          | \$3,253.21                                                                                          | \$3,797.54                                                                                             |
| Malmedie          | 3185005-M-7208 or TTXs 1.3         | Aux hoist to drum coupling                                    | \$3,176.47  | \$4,248.21                                                                                          | \$5,638.46                                                                                          | \$6,542.86                                                                                             |
| Sumitomo          | AEPK4201-1                         | Toshiba trolley drive TENV Motor W/ brake                     | \$5,714.01  | \$8,882.72                                                                                          | \$10,450.26                                                                                         | Discontinued by Toshiba. Replacement TBD by Toshiba.                                                   |
| General           | 31462-88                           | Flanged ball bearing .375" x .8750" x .3438"                  | \$5.24      | \$6.84                                                                                              | \$17.34                                                                                             | \$17.04                                                                                                |

|                                                                                                                                                                                                                                                                                                    |     |     |     |                                                                                                                                                                                                                             |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Percentage Off List for any other crane related associated Mechanical Spare Parts not listed on "RFQ 5338-20 Pricing Page", but may be realized are needed at a later point in time. Enter Percentage Off List                                                                                     | 5%  | 5%  | 5%  | 5%                                                                                                                                                                                                                          |
| Percentage Markup Above Vendor's Cost, should Vendor not provide percentage off list, for any other crane related associated Mechanical Spare Parts not listed on "RFQ 5338-20 Pricing Page", but may be realized are needed at a later point in time. Enter Percentage Markup Above Vendor's Cost | 15% | 15% | 15% | 15%                                                                                                                                                                                                                         |
| Base Year Pricing Per WEMCO's response to RFQ 5165-19                                                                                                                                                                                                                                              |     |     |     | <b>Name</b> Matt Humphrey                                                                                                                                                                                                   |
|                                                                                                                                                                                                                                                                                                    |     |     |     | <b>Signature</b> Matthew L. Humphrey<br><small>Digitally signed by Matthew L. Humphrey<br/> DN: c=US, email=mm Humphrey@wemcoinc.com,<br/> Reason: I am approving this document<br/> Date: 2023.09.29 10:59:45-0700</small> |
|                                                                                                                                                                                                                                                                                                    |     |     |     | <b>Date</b> 9/29/23                                                                                                                                                                                                         |



**Agenda Sheet for City Council Meeting of:**  
10/16/2023

|                       |               |
|-----------------------|---------------|
| <b>Date Rec'd</b>     | 10/4/2023     |
| <b>Clerk's File #</b> | OPR 2020-0670 |
| <b>Renews #</b>       |               |
| <b>Cross Ref #</b>    |               |
| <b>Project #</b>      |               |
| <b>Bid #</b>          | ITB 5313-20   |
| <b>Requisition #</b>  | VALUE BLANKET |

|                           |                                                                |
|---------------------------|----------------------------------------------------------------|
| <b>Submitting Dept</b>    | SOLID WASTE DISPOSAL                                           |
| <b>Contact Name/Phone</b> | DAVID PAINE 625-6878                                           |
| <b>Contact E-Mail</b>     | DPAINE@SPOKANECITY.ORG                                         |
| <b>Agenda Item Type</b>   | Purchase w/o Contract                                          |
| <b>Agenda Item Name</b>   | 4490 VALUE BLANKET FOR THE PURCHASE OF BOILER TUBES AT THE WTE |

**Agenda Wording**  
Value blanket renewal #3 of 4 with Helfrich Brothers Boiler Works, Inc. (Lawrence, MA) for the purchase of boiler tubes for use at the WTE from Nov. 1, 2023 through Oct. 31, 2024 with a total cost not to exceed \$900,000.00 plus tax.

**Summary (Background)**  
Prefabricated boiler tubes are a necessary item to have available on-site so that worn tubes can be replaced quickly in the event of a failure or during scheduled outages. On July 30, 2020, based on their response to ITB 58313-20, Helfrich Brothers Boiler Works, Inc. was awarded an initial one-year value blanket with the option of four (4) additional one-year renewals. This will be the third renewal.

|                      |                   |                                |
|----------------------|-------------------|--------------------------------|
| Lease? NO            | Grant related? NO | Public Works? NO               |
| <b>Fiscal Impact</b> |                   | <b>Budget Account</b>          |
| Expense              | \$ 900,000.00     | # 4490-44100-37148-53210-34002 |
| Select               | \$                | #                              |
| Select               | \$                | #                              |
| Select               | \$                | #                              |

|                             |                     |                              |                       |
|-----------------------------|---------------------|------------------------------|-----------------------|
| <b>Approvals</b>            |                     | <b>Council Notifications</b> |                       |
| <b>Dept Head</b>            | AVERYT, CHRIS       | <b>Study Session\Other</b>   | PIES 9/25/23          |
| <b>Division Director</b>    | FEIST, MARLENE      | <b>Council Sponsor</b>       | CP Kinnear, CM Bingle |
| <b>Finance</b>              | ALBIN-MOORE, ANGELA | <b>Distribution List</b>     |                       |
| <b>Legal</b>                | SCHOEDEL, ELIZABETH | mdorgan@spokanecity.org      |                       |
| <b>For the Mayor</b>        | JONES, GARRETT      | jsalstrom@spokanecity.org    |                       |
| <b>Additional Approvals</b> |                     | tprince@spokanecity.org      |                       |
| <b>Purchasing</b>           | 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> , 625-6878                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Council Sponsor(s)</b>                                                     | CP Kinnear, CM Bingle                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Committee Date</b>                                                         | September 25, 2023                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <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 boiler tubes at the WTE.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Summary (Background)</b>                                                   | <p>*use the Fiscal Impact box below for relevant financial information</p> <p>Prefabricated boiler tubes are a necessary item to have available on-site at the Waste to Energy Facility so that worn tubes can be replaced quickly in the event of a failure or during scheduled maintenance outages.</p> <p>On July 30, 2020 bidding closed on ITB 5313-20 for an as-needed annual supply of these boiler tubes, including the fabrication of u-bends, for the WTE Facility. Helfrich Brothers Boiler Works, Inc., of Lawrence, MA, was the lowest cost, responsible bidder. Other responses were received from The Babcock &amp; Wilcox Company, Boiler Tube Company of America and Technology International, Inc.</p> <p>The initial value blanket with Helfrich Brothers was from Nov. 1, 2020 through Oct. 31, 2021 with a cost not to exceed \$650,000.00, including taxes and had the option of four (4) additional one-year renewals. This will be the third renewal from Nov. 1, 2023 through Oct. 31, 2024 for an additional cost not to exceed \$900,000.00 plus tax.</p> |
| <b>Proposed Council Action</b>                                                | Approval of value blanket renewal                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Fiscal Impact</b>                                                          | <p>Total Cost: <u>\$900,000.00 plus tax</u></p> <p>Approved in current year budget?    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Funding Source                    <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring</p> <p>Specify funding source: SWD Budget</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>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Operations Impacts (If N/A, please give a brief description as to why)</b> | <p>What impacts would the proposal have on historically excluded communities?</p> <p>The work is 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.</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?

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.

# Expenditure Control Form



- 1. All requests being made, including those against master agreements, must be accompanied by this form.
- 2. All requests requiring City Council approval exceeding \$100,000 must be accompanied by this form.
- 3. Route **ALL** requests to the Division Director first and then the CFO for signature.
- 4. The CFO will route for signature to the City Administrator.

**Today's Date:** 9/14/23      **Type of expenditure:** Maint. Supplies      Goods  Services   
**Department:** Solid Waste Disposal  
**Approving Supervisor:** Chris Averyt

**Amount of Proposed Expenditure:** \$900,000  
 Is this against a master agreement? If yes, please provide the number:

**Funding Source** 2024 SWD Budget 4490-44100-37148-53210-34002

**Please verify correct funding sources. Indicate breakdown if more than one funding source.**

**Why is this expenditure necessary now?**

This expenditure is for a value blanket that supplies pre-fabricated boiler tubes for the Waste to Energy

**What are the impacts if expenses are deferred?**

Without a ready supply of these tubes, a failure could result in an extended period of down time which

**What alternative resources have been considered?**

These are stainless steel tubes cut and bent to the facility's specifications. Repairs are done to these

**Description of the goods or service and any additional information?**

Value blanket for the purchase of stainless steel boiler tubes that are pre-cut and bent to the Waste to Energy

**Person Submitting Form/Contact:** Michelle Dorgan X 6555

**Division Director:**  
*Marlene Feist*

**CFO Signature:**  
*Tonya Wallace*

**City Administrator Signature:**  
  
Central Contract (Exp-19-2022-1042-DDT)

**Additional Comments:**













# Expenditure Control Form 2023-Helfrich Boiler Tube

Final Audit Report

2023-09-18

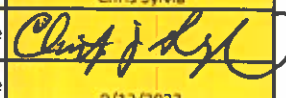
|                 |                                              |
|-----------------|----------------------------------------------|
| Created:        | 2023-09-14                                   |
| By:             | Michelle Dorgan (mdorgan@spokanecity.org)    |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAACzWSHJUazY0LSxfBIFdvpwcdOx-tFN0G |

## "Expenditure Control Form 2023-Helfrich Boiler Tube" History

-  Document created by Michelle Dorgan (mdorgan@spokanecity.org)  
2023-09-14 - 10:27:22 PM GMT- IP address: 198.1.39.252
-  Document emailed to Marlene Feist (mfeist@spokanecity.org) for signature  
2023-09-14 - 10:28:24 PM GMT
-  Email viewed by Marlene Feist (mfeist@spokanecity.org)  
2023-09-14 - 10:49:15 PM GMT- IP address: 155.190.3.6
-  Document e-signed by Marlene Feist (mfeist@spokanecity.org)  
Signature Date: 2023-09-14 - 10:49:38 PM GMT - Time Source: server- IP address: 155.190.3.6
-  Document emailed to Tonya Wallace (twallace@spokanecity.org) for signature  
2023-09-14 - 10:49:40 PM GMT
-  Email viewed by Tonya Wallace (twallace@spokanecity.org)  
2023-09-14 - 11:53:06 PM GMT- IP address: 198.1.39.252
-  Document e-signed by Tonya Wallace (twallace@spokanecity.org)  
Signature Date: 2023-09-14 - 11:53:22 PM GMT - Time Source: server- IP address: 198.1.39.252
-  Document emailed to Garrett Jones (gjones@spokanecity.org) for signature  
2023-09-14 - 11:53:24 PM GMT
-  Email viewed by Garrett Jones (gjones@spokanecity.org)  
2023-09-15 - 6:09:56 AM GMT- IP address: 104.28.116.105
-  Document e-signed by Garrett Jones (gjones@spokanecity.org)  
Signature Date: 2023-09-18 - 5:43:49 PM GMT - Time Source: server- IP address: 198.1.39.252

✔ Agreement completed.

2023-09-18 - 5:43:49 PM GMT

| Value Blanket VB-301184                                                                                                                                                                                                                                                    |                                                                           | Base Year                                                                                                                       | 1st Opt Year                                                                                                                    | 2nd Opt Year                                                                                                                    | 3rd Opt Year                                                                                                                    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                                                                            |                                                                           | VB-301184-000                                                                                                                   | VB-301184-001                                                                                                                   | VB-301184-002                                                                                                                   | VB-301184-003                                                                                                                   |
|                                                                                                                                                                                                                                                                            |                                                                           | Valid from 11/1/2020 through 10/31/2021                                                                                         | Valid from 11/1/2021 through 10/31/2022                                                                                         | Valid from 11/1/2022 through 10/31/2023                                                                                         | Valid from 11/1/2023 through 10/31/2024                                                                                         |
|                                                                                                                                                                                                                                                                            |                                                                           | Unit Price Each                                                                                                                 | Unit Price Each                                                                                                                 | Unit Price Each                                                                                                                 | Unit Price Each                                                                                                                 |
| Item                                                                                                                                                                                                                                                                       | Quantities                                                                | All Ground FREIGHT CHARGES are the responsibility of the winning supplier per bid ITB 5313-20.                                  | All Ground FREIGHT CHARGES are the responsibility of the winning supplier per bid ITB 5313-20.                                  | All Ground FREIGHT CHARGES are the responsibility of the winning supplier per bid ITB 5313-20.                                  | All Ground FREIGHT CHARGES are the responsibility of the winning supplier per bid ITB 5313-20.                                  |
| Superheater Wide Loop Tube<br>2"x0.240MW; U-Bend<br>#SA213TP310H 2.00" x .240MW -<br>Tubes will be bent 180 degrees on a<br>4.25" radius. Tube centers will be<br>8.5", each leg will have 5" of straight<br>from the bend tangent, the bends<br>will be solution annealed | 6<br>(PRODUCT -<br>QUANTITIES ARE ALL<br>"MORE OR LESS" - AS<br>NEEDED)   | \$248.00                                                                                                                        | \$292.00                                                                                                                        | \$310.00                                                                                                                        | \$310.00                                                                                                                        |
| Vendor to provide discount percentage(s) and minimum quantity needed if any discounts apply based on order volume.                                                                                                                                                         |                                                                           | Any additional quantities over the original requirements HBBW will offer an 5% discount on the list pricing. This assume normal | Any additional quantities over the original requirements HBBW will offer an 5% discount on the list pricing. This assume normal | Any additional quantities over the original requirements HBBW will offer an 5% discount on the list pricing. This assume normal | Any additional quantities over the original requirements HBBW will offer an 5% discount on the list pricing. This assume normal |
| Swaged Tube - 2.5" OD x .240" MW<br>to 2.0" OD x .304" MW<br>#SA213TP310H - All required ASME<br>Code Material Specifications to be<br>continuously marked along the<br>length of the tube. All tube ends to<br>be capped                                                  | 6<br>(PRODUCT -<br>QUANTITIES ARE ALL<br>"MORE OR LESS" - AS<br>NEEDED)   | \$245.00                                                                                                                        | \$306.00                                                                                                                        | \$325.00                                                                                                                        | \$325.00                                                                                                                        |
| Vendor to provide discount percentage(s) and minimum quantity needed if any discounts apply based on order volume.                                                                                                                                                         |                                                                           | Any additional quantities over the original requirements HBBW will offer an 5% discount on the list pricing. This assume normal | Any additional quantities over the original requirements HBBW will offer an 5% discount on the list pricing. This assume normal | Any additional quantities over the original requirements HBBW will offer an 5% discount on the list pricing. This assume normal | Any additional quantities over the original requirements HBBW will offer an 5% discount on the list pricing. This assume normal |
| Tube, SA213TP310H 2.0" x 0.240 19'<br>length - Boiler Tube - All required<br>ASME Code Material Specifications<br>to be continuously marked along the<br>length of the tube. Each end beveled<br>37 1/2 degrees & capped.                                                  | 100<br>(PRODUCT -<br>QUANTITIES ARE ALL<br>"MORE OR LESS" - AS<br>NEEDED) | \$845.00                                                                                                                        | \$1,007.00                                                                                                                      | \$1,068.00                                                                                                                      | \$1,068.00                                                                                                                      |
| Vendor to provide discount percentage(s) and minimum quantity needed if any discounts apply based on order volume.                                                                                                                                                         |                                                                           | Any additional quantities over the original requirements HBBW will offer an 5% discount on the list pricing. This assume normal | Any additional quantities over the original requirements HBBW will offer an 5% discount on the list pricing. This assume normal | Any additional quantities over the original requirements HBBW will offer an 5% discount on the list pricing. This assume normal | Any additional quantities over the original requirements HBBW will offer an 5% discount on the list pricing. This assume normal |
| Tube, SA213TP310H 2.50" x 0.240<br>19' length - Boiler Tube - All required<br>ASME Code Material Specifications<br>to be continuously marked along the<br>length of the tube. Each end beveled<br>37 1/2 degrees & capped.                                                 | 100<br>(PRODUCT -<br>QUANTITIES ARE ALL<br>"MORE OR LESS" - AS<br>NEEDED) | \$970.00                                                                                                                        | \$1,225.00                                                                                                                      | \$1,300.00                                                                                                                      | \$1,300.00                                                                                                                      |
| Vendor to provide discount percentage(s) and minimum quantity needed if any discounts apply based on order volume.                                                                                                                                                         |                                                                           | Any additional quantities over the original requirements HBBW will offer an 5% discount on the list pricing. This assume normal | Any additional quantities over the original requirements HBBW will offer an 5% discount on the list pricing. This assume normal | Any additional quantities over the original requirements HBBW will offer an 5% discount on the list pricing. This assume normal | Any additional quantities over the original requirements HBBW will offer an 5% discount on the list pricing. This assume normal |
| Percentage discount off list to be provided by vendor for additional tube related items not listed in the Pricing tab but may be realized are needed at a later point in time.                                                                                             |                                                                           | HBBW will offer an 5% discount on the list pricing. This assume normal shipping                                                 | HBBW will offer an 5% discount on the list pricing. This assume normal shipping                                                 | HBBW will offer an 5% discount on the list pricing. This assume normal shipping                                                 | HBBW will offer an 5% discount on the list pricing. This assume normal shipping                                                 |
| Chris Sylvia<br>O: 978-683-7244   C: 339-216-8409<br>Helfrich Brothers Boiler Works, Inc.                                                                                                                                                                                  |                                                                           | Base Year Pricing Was Per HBBW's Response to ITB 5313-20                                                                        |                                                                                                                                 | Name<br>Chris Sylvia                                                                                                            | Signature<br>                              |
|                                                                                                                                                                                                                                                                            |                                                                           |                                                                                                                                 |                                                                                                                                 | Date<br>9/12/2023                                                                                                               |                                                                                                                                 |



**Agenda Sheet for City Council Meeting of:**  
10/16/2023

|                       |                |
|-----------------------|----------------|
| <b>Date Rec'd</b>     | 10/4/2023      |
| <b>Clerk's File #</b> | OPR 2021-0716  |
| <b>Renews #</b>       |                |
| <b>Cross Ref #</b>    |                |
| <b>Project #</b>      |                |
| <b>Bid #</b>          | PW ITB 5506-21 |
| <b>Requisition #</b>  | BT             |

|                           |                                                 |
|---------------------------|-------------------------------------------------|
| <b>Submitting Dept</b>    | SOLID WASTE DISPOSAL                            |
| <b>Contact Name/Phone</b> | DAVID PAINE 625-6878                            |
| <b>Contact E-Mail</b>     | DPAINE@SPOKANECITY.ORG                          |
| <b>Agenda Item Type</b>   | Contract Item                                   |
| <b>Agenda Item Name</b>   | 4490 CONTRACT FOR MECHANICAL REPAIRS AT THE WTE |

**Agenda Wording**  
Contract renewal #2 of 4 with Knight Const. & Supply, Inc. (Deer Park, WA) for mechanical repairs at the WTE from Nov. 1 2023 through Oct. 31, 2024 with a cost not to exceed \$2,200,000.00 plus tax.

**Summary (Background)**  
The necessary scheduled and emergency maintenance work at the WTE requires specialized millwright skills. On Sept. 20, 2021 bidding closed on PW ITB 5506-21 for these services and Knight Const. & Supply was the only respondent. The initial contract award was for one year with the possibility of four (4) additional one-year renewals. This will be the second renewal and pricing has been increased to reflect current prevailing wage rates.

|                      |                   |                                |
|----------------------|-------------------|--------------------------------|
| Lease? NO            | Grant related? NO | Public Works? YES              |
| <b>Fiscal Impact</b> |                   | <b>Budget Account</b>          |
| Expense              | \$ 2,200,000.00   | # 4490-44100-37148-54803-34002 |
| Select               | \$                | #                              |
| Select               | \$                | #                              |
| Select               | \$                | #                              |

|                             |                     |                                                 |                       |
|-----------------------------|---------------------|-------------------------------------------------|-----------------------|
| <b>Approvals</b>            |                     | <b>Council Notifications</b>                    |                       |
| <b>Dept Head</b>            | AVERYT, CHRIS       | <b>Study Session\Other</b>                      | PIES 9/25/23          |
| <b>Division Director</b>    | FEIST, MARLENE      | <b>Council Sponsor</b>                          | CP Kinnear, CM Bingle |
| <b>Finance</b>              | ALBIN-MOORE, ANGELA | <b>Distribution List</b>                        |                       |
| <b>Legal</b>                | SCHOEDEL, ELIZABETH | mdorgan@spokanecity.org                         |                       |
| <b>For the Mayor</b>        | JONES, GARRETT      | jsalstrom@spokanecity.org                       |                       |
| <b>Additional Approvals</b> |                     | tprince@spokanecity.org                         |                       |
| <b>Purchasing</b>           | PRINCE, THEA        | rrinderle@spokanecity.org                       |                       |
|                             |                     | DocuSign: Dave Knight, VP, dave@knightconst.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> , 625-6878                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Council Sponsor(s)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | CP Kinnear, CM Bingle                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Committee Date</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | September 25, 2023                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <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 mechanical repairs at the WTE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Summary (Background)</b><br><br>*use the Fiscal Impact box below for relevant financial information                                                                                                                                                                                                                                                                                                                                                                                                                                    | <p>The necessary scheduled and emergency maintenance work at the WTE requires specialized millwright skills. Contractors must be qualified to perform grate module inspections, replacements and repairs on Von Roll Type R-10046 grates and a Combustion Engineering Continuous Ash Discharge Spreader Stoker in accordance with manufacturers' specifications.</p> <p>On Sept. 20, 2021, bidding closed on PW ITB #5506-21 for these specialized services. Knight Const. &amp; Supply, Inc., of Deer Park, WA, was the only bid received and was determined to be responsive and responsible. The resulting contract was for one year, from Nov. 1, 2021 through Oct. 31, 2022, with the possibility of four (4) one-year renewals. This will be the second renewal and will span from Nov. 1, 2023 through Oct. 31, 2024 and have an anticipated cost not to exceed \$2,200,000.00 plus tax.</p> |
| <b>Proposed Council Action</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Approval of contract renewal                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Fiscal Impact</b><br>Total Cost: <u>\$2,200,000.00 plus tax</u><br>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A<br><br>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring<br>Specify funding source: SWD Budget<br><br>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring<br><br>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?<br><br>The work is 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?<br><br>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.

# Expenditure Control Form



- 1. All requests being made, including those against master agreements, must be accompanied by this form.
- 2. All requests requiring City Council approval exceeding \$100,000 must be accompanied by this form.
- 3. Route **ALL** requests to the Division Director first and then the CFO for signature.
- 4. The CFO will route for signature to the City Administrator.

**Today's Date:** 9/14/23      **Type of expenditure:** Maint. Services      Goods  Services

**Department:** Solid Waste Disposal

**Approving Supervisor:** Chris Averyt

**Amount of Proposed Expenditure:** \$2,200,000  
 Is this against a master agreement? If yes, please provide the number:

**Funding Source** 2024 SWD Budget 4490-44100-37148-54803

**Please verify correct funding sources. Indicate breakdown if more than one funding source.**

**Why is this expenditure necessary now?**

This is a service contract for necessary scheduled and emergency mechanical maintenance work at

**What are the impacts if expenses are deferred?**

If deferred, the facility would not be able to repair any mechanical components that fail and failures v

**What alternative resources have been considered?**

There are no other alternative resources. Specialized millwright skills are required to work on these

**Description of the goods or service and any additional information?**

Contract renewal with Knight Const. & Supply for mechanical repairs at the Waste to Energy Facility.

**Person Submitting Form/Contact:** Michelle Dorgan X6555

**Division Director:**  
*Marlene Feist*

**CFO Signature:**  
*Tonya Wallace*

**City Administrator Signature:**  
  
 Garrett Jones (Sep 18, 2023 10:44 PDT)

**Additional Comments:**












# Expenditure Control Form 2023-Knight

Final Audit Report

2023-09-18

|                 |                                              |
|-----------------|----------------------------------------------|
| Created:        | 2023-09-14                                   |
| By:             | Michelle Dorgan (mdorgan@spokanecity.org)    |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAA-eg5TyYiAVcGphQMntSPRxNdVEB_8qWL |

## "Expenditure Control Form 2023-Knight" History

-  Document created by Michelle Dorgan (mdorgan@spokanecity.org)  
2023-09-14 - 10:21:19 PM GMT- IP address: 198.1.39.252
-  Document emailed to Marlene Feist (mfeist@spokanecity.org) for signature  
2023-09-14 - 10:22:27 PM GMT
-  Email viewed by Marlene Feist (mfeist@spokanecity.org)  
2023-09-14 - 10:37:26 PM GMT- IP address: 155.190.3.6
-  Document e-signed by Marlene Feist (mfeist@spokanecity.org)  
Signature Date: 2023-09-14 - 10:37:50 PM GMT - Time Source: server- IP address: 155.190.3.6
-  Document emailed to Tonya Wallace (twallace@spokanecity.org) for signature  
2023-09-14 - 10:37:52 PM GMT
-  Email viewed by Tonya Wallace (twallace@spokanecity.org)  
2023-09-14 - 11:59:44 PM GMT- IP address: 198.1.39.252
-  Document e-signed by Tonya Wallace (twallace@spokanecity.org)  
Signature Date: 2023-09-15 - 0:00:58 AM GMT - Time Source: server- IP address: 198.1.39.252
-  Document emailed to Garrett Jones (gjones@spokanecity.org) for signature  
2023-09-15 - 0:01:00 AM GMT
-  Email viewed by Garrett Jones (gjones@spokanecity.org)  
2023-09-15 - 6:09:55 AM GMT- IP address: 104.28.116.105
-  Document e-signed by Garrett Jones (gjones@spokanecity.org)  
Signature Date: 2023-09-18 - 5:44:21 PM GMT - Time Source: server- IP address: 198.1.39.252
-  Agreement completed.  
2023-09-18 - 5:44:21 PM GMT





**City of Spokane**  
**CONTRACT RENEWAL**  
**2 of 4**  
**Title: WASTE TO ENERGY**  
**MECHANICAL REPAIRS**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **KNIGHT CONSTRUCTION AND SUPPLY, INC.**, whose address is 2601 East 6<sup>th</sup> Street, Deer Park, Washington 99006 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 do perform Mechanical Repairs at the Waste to Energy Facility; and*

*WHEREAS, the initial contract provided for four (4) additional one (1) year renewals, with this being the second of those renewals.*

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

**1. CONTRACT DOCUMENTS.**

The original Contract, dated November 11, 2021, 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 November 1, 2023 and shall run through October 31, 2024.

**3. COMPENSATION.**

The City shall pay an additional amount not to exceed **TWO MILLION TWO HUNDRED THOUSAND AND 00/100 DOLLARS (\$2,200,000.00)**, plus applicable sales tax, in accordance with Contractor’s 2024 Billing Rates, attached hereto, 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



**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.

|                                                                         |                                        |
|-------------------------------------------------------------------------|----------------------------------------|
| _____<br>Name of Subrecipient / Contractor / Consultant (Type or Print) | _____<br>Program Title (Type or Print) |
| _____<br>Name of Certifying Official (Type or Print)                    | _____<br>Signature                     |
| _____<br>Title of Certifying Official (Type or Print)                   | _____<br>Date (Type or Print)          |

| ORP 2021-0716                                          | Base Year                               |         |                | 1st Opt year                            |         |                | 2nd Opt year                            |         |                |
|--------------------------------------------------------|-----------------------------------------|---------|----------------|-----------------------------------------|---------|----------------|-----------------------------------------|---------|----------------|
|                                                        | Valid from 11/1/2021 through 10/31/2022 |         |                | Valid from 11/1/2022 through 10/31/2023 |         |                | Valid from 11/1/2023 through 10/31/2024 |         |                |
| Description                                            | Unit Type                               | Est Qty | Bid Unit Price | Unit Type                               | Est Qty | Bid Unit Price | Unit Type                               | Est Qty | Bid Unit Price |
| Set up/mobilization cost (outage only)                 | each: <b>\$7,800</b>                    | 2       | \$15,600.00    | each: \$7,800                           | 2       | \$15,600.00    | each: <b>\$7,800</b>                    | 2       | \$15,600.00    |
| Demobilization cost (outage only)                      | each: <b>\$6,000</b>                    | 2       | \$1,200.00     | each: <b>\$6,000</b>                    | 2       | \$12,000.00    | each: <b>\$6,000</b>                    | 2       | \$12,000.00    |
| Millwright-Journeyman (Straight Time Rate)             | Hour                                    | 1-100+  | \$117.00       | Hour                                    | 1-100+  | \$123.00       | Hour                                    | 1-100+  | \$129.75       |
| Millwright-Journeyman (1.5-time rate)                  | Hour                                    | 1-100+  | \$171.00       | Hour                                    | 1-100+  | \$179.00       | Hour                                    | 1-100+  | \$188.25       |
| Millwright-Journeyman (2-time rate)                    | Hour                                    | 1-100+  | \$227.00       | Hour                                    | 1-100+  | \$237.00       | Hour                                    | 1-100+  | \$250.00       |
| Millwright-Foreman (Straight Time Rate)                | Hour                                    | 1-100+  | \$117.00       | Hour                                    | 1-100+  | \$123.00       | Hour                                    | 1-100+  | \$129.75       |
| Millwright-Foreman (1.5-time rate)                     | Hour                                    | 1-100   | \$171.00       | Hour                                    | 1-100   | \$179.00       | Hour                                    | 1-100   | \$188.25       |
| Millwright-Foreman (2-time rate)                       | Hour                                    | 1-100   | \$227.00       | Hour                                    | 1-100   | \$237.00       | Hour                                    | 1-100   | \$250.00       |
| Heavy Equipment Operator (Straight Time Rate)          | Hour                                    | 1-100   | \$85.01        | Hour                                    | 1-100   | \$88.00        | Hour                                    | 1-100   | \$104.00       |
| Heavy Equipment Operator (1.5-time rate)               | Hour                                    | 1-100   | \$125.01       | Hour                                    | 1-100   | \$128.00       | Hour                                    | 1-100   | \$150.50       |
| Heavy Equipment Operator (2-time rate)                 | Hour                                    | 1-100   | \$164.01       | Hour                                    | 1-100   | \$168.00       | Hour                                    | 1-100   | \$199.50       |
| Heavy Equipment Operator- Foreman (Straight Time Rate) | Hour                                    | 1-100   | \$85.01        | Hour                                    | 1-100   | \$88.00        | Hour                                    | 1-100   | \$104.00       |
| Heavy Equipment Operator- Foreman (1.5-time rate)      | Hour                                    | 1-100   | \$125.01       | Hour                                    | 1-100   | \$128.00       | Hour                                    | 1-100   | \$150.50       |
| Heavy Equipment Operator – Foreman (2-time rate)       | Hour                                    | 1-100   | \$164.01       | Hour                                    | 1-100   | \$168.00       | Hour                                    | 1-100   | \$199.50       |
| Crane Operator-Journeyman (Straight Time Rate)         | Hour                                    | 1-100   | \$85.01        | Hour                                    | 1-100   | \$88.00        | Hour                                    | 1-100   | \$104.00       |
| Crane Operator-Journeyman (1.5-time rate)              | Hour                                    | 1-100   | \$125.01       | Hour                                    | 1-100   | \$128.00       | Hour                                    | 1-100   | \$150.50       |
| Crane Operator-Journeyman (2-time rate)                | Hour                                    | 1-100   | \$164.01       | Hour                                    | 1-100   | \$168.00       | Hour                                    | 1-100   | \$199.50       |
| Laborer-Journeyman (Straight Time Rate)                | Hour                                    | 1-100   | \$74.75        | Hour                                    | 1-100   | \$81.00        | Hour                                    | 1-100   | \$85.50        |
| Laborer-Journeyman (1.5-time rate)                     | Hour                                    | 1-100   | \$109.75       | Hour                                    | 1-100   | \$118.00       | Hour                                    | 1-100   | \$124.00       |
| Laborer-Journeyman (2-time rate)                       | Hour                                    | 1-100   | \$143.75       | Hour                                    | 1-100   | \$155.00       | Hour                                    | 1-100   | \$165.00       |
| Management Supervisor (Straight Time Rate)             | Hour                                    | 1-100   | \$117.00       | Hour                                    | 1-100   | \$123.00       | Hour                                    | 1-100   | \$129.75       |
| Management Supervisor (1.5 time rate)                  | Hour                                    | 1-100   | \$171.00       | Hour                                    | 1-100   | \$179.00       | Hour                                    | 1-100   | \$188.25       |
| Management Supervisor (2-time rate)                    | Hour                                    | 1-100   | \$227.00       | Hour                                    | 1-100   | \$237.00       | Hour                                    | 1-100   | \$250.00       |
| Shop Labor-Fabricator/Machinist (Straight Time Rate)   | Hour                                    | 1-100   | \$70.00        | Hour                                    | 1-100   | \$73.00        | Hour                                    | 1-100   | \$75.00        |
| Shop Labor-Fabricator/Machinist (1.5 time rate)        | Hour                                    | 1-100   | \$70.00        | Hour                                    | 1-100   | \$104.50       | Hour                                    | 1-100   | \$107.50       |
| Crane Operator-Journeyman (Straight Time Rate)         | Hour                                    | 1-100   | \$85.01        | Hour                                    | 1-100   | \$88.00        | Hour                                    | 1-100   | \$104.00       |
| Crane Operator-Journeyman (1.5-time rate)              | Hour                                    | 1-100   | \$125.01       | Hour                                    | 1-100   | \$128.00       | Hour                                    | 1-100   | \$150.50       |
| Crane Operator-Journeyman (2-time rate)                | Hour                                    | 1-100   | \$164.01       | Hour                                    | 1-100   | \$168.00       | Hour                                    | 1-100   | \$199.50       |
| Scissors Lift-at least 26-foot working height          | Day                                     | 1-100   | \$56.00        | Day                                     | 1-100   | \$56.00        | Day                                     | 1-100   | \$95.00        |
|                                                        | Week                                    |         | \$126.00       | Week                                    |         | \$126.00       | Week                                    |         | \$270.00       |
| Pick-up Truck-1/2 ton                                  | Day                                     | 1-100   | \$72.00        | Day                                     | 1-100   | \$72.00        | Day                                     | 1-100   | \$105.00       |
|                                                        | Week                                    |         | \$277.00       | Week                                    |         | \$277.00       | Week                                    |         | \$420.00       |
| Pick-up Truck-3/4 ton                                  | Day                                     | 1-100   | \$72.00        | Day                                     | 1-100   | \$72.00        | Day                                     | 1-100   | \$105.00       |

| Pickup Truck/4 ton                             | Week | 1-100 | \$277.00   | Week | 1-100 | \$277.00   | Week | 1-100 | \$420.00   |
|------------------------------------------------|------|-------|------------|------|-------|------------|------|-------|------------|
| Forklift-5,000 Lb.                             | Day  | 1-100 | \$171.00   | Day  | 1-100 | \$171.00   | Day  | 1-100 | \$225.00   |
|                                                | Week |       | \$512.00   | Week |       | \$512.00   | Week |       | \$780.00   |
| Welder-250 Amp                                 | Day  | 1-100 | \$66.00    | Day  | 1-100 | \$66.00    | Day  | 1-100 | \$85.00    |
|                                                | Week |       | \$252.00   | Week |       | \$252.00   | Week |       | \$375.00   |
| Welder-300 XMT Amp                             | Day  | 1-100 | \$66.00    | Day  | 1-100 | \$66.00    | Day  | 1-100 | \$85.00    |
|                                                | Week |       | \$252.00   | Week |       | \$252.00   | Week |       | \$375.00   |
| Cargo Tool Trailer/ Office                     | Day  | 1-100 | \$80.00    | Day  | 1-100 | \$80.00    | Day  | 1-100 | \$110.00   |
|                                                | Week |       | \$320.00   | Week |       | \$320.00   | Week |       | \$440.00   |
| Manlift 40'w/Knuckle boom                      | Day  | 1-100 | \$132.00   | Day  | 1-100 | \$132.00   | Day  | 1-100 | \$250.00   |
|                                                | Week |       | \$315.00   | Week |       | \$315.00   | Week |       | \$725.00   |
| Manlift 80'                                    | Day  | 1-100 | \$776.00   | Day  | 1-100 | \$776.00   | Day  | 1-100 | \$910.00   |
|                                                | Week |       | \$2,300.00 | Week |       | \$2,300.00 | Week |       | \$2,800.00 |
| Scissor lift                                   | Day  | 1-100 | \$56.00    | Day  | 1-100 | \$56.00    | Day  | 1-100 | \$95.00    |
|                                                | Week |       | \$126.00   | Week |       | \$126.00   | Week |       | \$270.00   |
| Carry deck crane                               | Day  | 1-100 | \$179.00   | Day  | 1-100 | \$179.00   | Day  | 1-100 | \$625.00   |
|                                                | Week |       | \$680.00   | Week |       | \$680.00   | Week |       | \$1,700.00 |
| 20-ton crane                                   | Day  | 1-100 | \$600.00   | Day  | 1-100 | \$600.00   | Day  | 1-100 | \$1,300.00 |
|                                                | Week |       | \$2,400.00 | Week |       | \$2,400.00 | Week |       | \$3,900.00 |
| 80-ton crane                                   | Day  | 1-100 | \$1,323.00 | Day  | 1-100 | \$1,323.00 | Day  | 1-100 | \$1,750.00 |
|                                                | Week |       | \$5,040.00 | Week |       | \$5,040.00 | Week |       | \$5,000.00 |
| All terrain forklift                           | Day  | 1-100 | \$231.00   | Day  | 1-100 | \$231.00   | Day  | 1-100 | \$250.00   |
|                                                | Week |       | \$624.00   | Week |       | \$624.00   | Week |       | \$650.00   |
| % Markup for Sub contractors/ Parts /materials |      |       | 15%        |      |       | 15%        |      |       | 15%        |



**Agenda Sheet for City Council Meeting of:**  
10/16/2023

|                       |               |
|-----------------------|---------------|
| <b>Date Rec'd</b>     | 10/4/2023     |
| <b>Clerk's File #</b> | OPR 2023-1040 |
| <b>Renews #</b>       |               |
| <b>Cross Ref #</b>    |               |
| <b>Project #</b>      |               |
| <b>Bid #</b>          |               |
| <b>Requisition #</b>  |               |

|                           |                                        |
|---------------------------|----------------------------------------|
| <b>Submitting Dept</b>    | STREETS                                |
| <b>Contact Name/Phone</b> | CLINT HARRIS 625-7744                  |
| <b>Contact E-Mail</b>     | CEHARRIS@SPOKANECITY.ORG               |
| <b>Agenda Item Type</b>   | Purchase w/o Contract                  |
| <b>Agenda Item Name</b>   | 1100 - STREET DEPARTMENT LIQUID DEICER |

**Agenda Wording**  
The Street Department is seeking approval to purchase Liquid Deicer at a cost not to exceed \$1.5 Million.

**Summary (Background)**  
This material is purchased using pricing found on state contract #11021 from GMCO and is used by the Street Department during the winter months to aid in road deicing.

|                      |                   |                                |
|----------------------|-------------------|--------------------------------|
| Lease? NO            | Grant related? NO | Public Works? NO               |
| <b>Fiscal Impact</b> |                   | <b>Budget Account</b>          |
| Expense              | \$ 1,500,000.00   | # 1100-21800-42660-53210-99999 |
| Select               | \$                | #                              |
| Select               | \$                | #                              |
| Select               | \$                | #                              |

|                             |                     |                              |                |
|-----------------------------|---------------------|------------------------------|----------------|
| <b>Approvals</b>            |                     | <b>Council Notifications</b> |                |
| <b>Dept Head</b>            | HARRIS, CLINT E.    | <b>Study Session\Other</b>   | PIES 9/25/2023 |
| <b>Division Director</b>    | FEIST, MARLENE      | <b>Council Sponsor</b>       | Kinnear        |
| <b>Finance</b>              | ALBIN-MOORE, ANGELA | <b>Distribution List</b>     |                |
| <b>Legal</b>                | BEATTIE, LAUREN     | ceharris@spokanecity.org     |                |
| <b>For the Mayor</b>        | JONES, GARRETT      | jdykes@spokanecity.org       |                |
| <b>Additional Approvals</b> |                     | jwthomas@spokanecity.org     |                |
| <b>Purchasing</b>           |                     | jklapp@spokanecity.org       |                |
|                             |                     | tprince@spokanecity.org      |                |
|                             |                     | tbrazington@spokanecity.org  |                |

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

|                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Submitting Department</b>                                                                                                                                                                                                     | Streets                                                                                                                                                                                                                                                                               |
| <b>Contact Name</b>                                                                                                                                                                                                              | Clint Harris                                                                                                                                                                                                                                                                          |
| <b>Contact Email &amp; Phone</b>                                                                                                                                                                                                 | <a href="mailto:ceharris@spokanecity.org">ceharris@spokanecity.org</a>                                                                                                                                                                                                                |
| <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>                                                                                                                                                                                                          | 1100 - Streets Liquid Deicer                                                                                                                                                                                                                                                          |
| <b>Summary (Background)</b><br><br>*use the Fiscal Impact box below for relevant financial information                                                                                                                           | The Street Department is seeking approval to purchase Liquid Deicer at a cost not to exceed \$1.5 Million.<br>This material is purchased using pricing found on state contract #11021 from GMCO and is used by the Street Department during the winter months to aid in road deicing. |
| <b>Proposed Council Action</b>                                                                                                                                                                                                   | Consent Approval – PIES 9/25/2023                                                                                                                                                                                                                                                     |
| <b>Fiscal Impact</b>                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                       |
| Total Cost: <u>1.5 Million</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<br>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?                                                                                                                                                       |                                                                                                                                                                                                                                                                                       |
| 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?             |                                                                                                                                                                                                                                                                                       |



# Expenditure Control Form

1. All requests being made, including those against master agreements, must be accompanied by this form.
2. All requests requiring City Council approval exceeding \$100,000 must be accompanied by this form.
3. Route ALL requests to the Division Director first and then the CFO for signature.
4. The CFO will route for signature to the City Administrator.

Today's Date: 9/3/23

Type of expenditure: Purchase Deicer

Goods



Services



Department: Streets

Approving Supervisor: Clint Harris

Amount of Proposed Expenditure: \$1,500,000.00

Is this against a master agreement? If yes, please provide the number: No

Funding Source Street Department Budget

**Please verify correct funding sources. Indicate breakdown if more than one funding source.**

**Why is this expenditure necessary now?**

This will allow us to procure and maintain necessary winter weather treating materials

**What are the impacts if expenses are deferred?**

Significantly reduced roadway safety during inclement weather events

**What alternative resources have been considered?**

Alternative resources are utilized, along with liquid deicer to treat road conditions as needed

**Description of the goods or service and any additional information?**

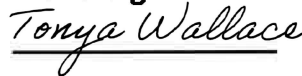
This deicer is a corrosion-inhibited magnesium-chloride based product used to address slick roads

Person Submitting Form/Contact: Jon Klapp

Division Director:



CFO Signature:



City Administrator Signature:



**Additional Comments:**

See attached briefing paper for additional detail







# liquid deicer expenditure control form

Final Audit Report

2023-10-02

|                 |                                              |
|-----------------|----------------------------------------------|
| Created:        | 2023-09-27                                   |
| By:             | Tonya Wallace (twallace@spokanecity.org)     |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAARo142EGzpldtpiur6PyFFL92L5j-3JF- |

## "liquid deicer expenditure control form" History

-  Document created by Tonya Wallace (twallace@spokanecity.org)  
2023-09-27 - 5:19:45 PM GMT- IP address: 198.1.39.252
-  Document emailed to Garrett Jones (gjones@spokanecity.org) for signature  
2023-09-27 - 5:20:03 PM GMT
-  Email viewed by Garrett Jones (gjones@spokanecity.org)  
2023-09-28 - 2:46:51 AM GMT- IP address: 172.225.80.192
-  Document e-signed by Garrett Jones (gjones@spokanecity.org)  
Signature Date: 2023-10-02 - 9:05:38 PM GMT - Time Source: server- IP address: 198.1.39.252
-  Agreement completed.  
2023-10-02 - 9:05:38 PM GMT

# GMCO PRICES

## Category 1 Corrosion Inhibited Liquid Magnesium Chloride

|                |          |
|----------------|----------|
| Concentration: | 30%      |
| Product:       | Torch CI |
| Drop Shipment: | \$125.00 |

### WSDOT Region 1 Northwest

| Order/Delivery Area | 3 Days    | 7 Days    |
|---------------------|-----------|-----------|
| Maintenance Area 1  | \$ 243.50 | \$ 238.50 |
| Maintenance Area 2  | \$ 233.98 | \$ 228.98 |
| Maintenance Area 3  | \$ 225.33 | \$ 220.33 |
| Maintenance Area 4  | \$ 219.01 | \$ 214.01 |
| Maintenance Area 5  | \$ 224.76 | \$ 219.76 |

### WSDOT Region 2 North Central

| Order/Delivery Area | 3 Days    | 7 Days    |
|---------------------|-----------|-----------|
| Maintenance Area 1  | \$ 201.44 | \$ 200.44 |
| Maintenance Area 2  | \$ 199.64 | \$ 198.64 |
| Maintenance Area 3  | \$ 200.49 | \$ 199.49 |

### WSDOT Region 4 Southwest

| Order/Delivery Area | 3 Days    | 7 Days    |
|---------------------|-----------|-----------|
| Maintenance Area 1  | \$ 229.33 | \$ 224.33 |
| Maintenance Area 2  | \$ 215.02 | \$ 210.02 |
| Maintenance Area 3  | \$ 231.72 | \$ 226.72 |
| Maintenance Area 4  | \$ 213.20 | \$ 208.20 |

### WSDOT Region 5 South Central

| Order/Delivery Area | 3 Days    | 7 Days    |
|---------------------|-----------|-----------|
| Maintenance Area 1  | \$ 193.43 | \$ 192.43 |
| Maintenance Area 2  | \$ 189.14 | \$ 188.14 |
| Maintenance Area 3  | \$ 193.60 | \$ 192.60 |
| Maintenance Area 4  | \$ 199.42 | \$ 198.42 |

### WSDOT Region 6 Eastern

| Order/Delivery Area | 3 Days    | 7 Days    |
|---------------------|-----------|-----------|
| Maintenance Area 1  | \$ 181.25 | \$ 180.25 |
| Maintenance Area 2  | \$ 185.00 | \$ 184.00 |
| Maintenance Area 3  | \$ 186.03 | \$ 185.03 |
| Maintenance Area 4  | \$ 190.38 | \$ 189.38 |



**Agenda Sheet for City Council Meeting of:**  
10/16/2023

|                       |               |
|-----------------------|---------------|
| <b>Date Rec'd</b>     | 10/4/2023     |
| <b>Clerk's File #</b> | OPR 2023-1041 |
| <b>Renews #</b>       |               |
| <b>Cross Ref #</b>    |               |
| <b>Project #</b>      |               |
| <b>Bid #</b>          |               |
| <b>Requisition #</b>  |               |

|                           |                          |
|---------------------------|--------------------------|
| <b>Submitting Dept</b>    | STREETS                  |
| <b>Contact Name/Phone</b> | CLINT HARRIS 625-7744    |
| <b>Contact E-Mail</b>     | CEHARRIS@SPOKANECITY.ORG |
| <b>Agenda Item Type</b>   | Purchase w/o Contract    |
| <b>Agenda Item Name</b>   | 1100 - STREETS ROAD SALT |

**Agenda Wording**  
The Street Department is seeking approval to purchase Road Salt at a cost not to exceed \$140,000

**Summary (Background)**  
This material is used by the street department during the winter months to aid in snow and ice removal. It is primarily mixed with sand and used on sanding routes. Salt Distributors Inc. is the supplier and it is purchased using State Contract pricing from State Contract 11021.

|                      |                   |                                |
|----------------------|-------------------|--------------------------------|
| Lease? NO            | Grant related? NO | Public Works? NO               |
| <b>Fiscal Impact</b> |                   | <b>Budget Account</b>          |
| Expense              | \$ 140,000.00     | # 1100-21800-42660-53210-99999 |
| Select               | \$                | #                              |
| Select               | \$                | #                              |
| Select               | \$                | #                              |

|                             |                     |                              |              |
|-----------------------------|---------------------|------------------------------|--------------|
| <b>Approvals</b>            |                     | <b>Council Notifications</b> |              |
| <b>Dept Head</b>            | HARRIS, CLINT E.    | <b>Study Session\Other</b>   | PIES 9/25/23 |
| <b>Division Director</b>    | FEIST, MARLENE      | <b>Council Sponsor</b>       | Kinnear      |
| <b>Finance</b>              | ALBIN-MOORE, ANGELA | <b>Distribution List</b>     |              |
| <b>Legal</b>                | BEATTIE, LAUREN     | ceharris@spokanecity.org     |              |
| <b>For the Mayor</b>        | JONES, GARRETT      | jwthomas@spokanecity.org     |              |
| <b>Additional Approvals</b> |                     | jdykes@spokanecity.org       |              |
| <b>Purchasing</b>           |                     | tprince@spokanecity.org      |              |
|                             |                     | tbrazington@spokanecity.org  |              |
|                             |                     | jklapp@spokanecity.org       |              |

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Submitting Department</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Streets                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Contact Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Clint Harris                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Contact Email &amp; Phone</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <a href="mailto:ceharris@spokanecity.org">ceharris@spokanecity.org</a>                                                                                                                                                                                                                                                                                                                      |
| <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>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 1100 - Streets Road Salt                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Summary (Background)</b><br><br>*use the Fiscal Impact box below for relevant financial information                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <p>The Street Department is seeking approval for the to purchase Road Salt at a cost not to exceed \$140,000 using State Contract pricing from State Contract 11021.</p> <p>This material is used by the street department during the winter months to aid in snow and ice removal. It is primarily mixed with sand and used on sanding routes. Salt Distributors Inc. is the supplier.</p> |
| <b>Proposed Council Action</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Consent Approval – PIES 9/25/2023                                                                                                                                                                                                                                                                                                                                                           |
| <b>Fiscal Impact</b><br>Total Cost: <u>140,000.00</u><br>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A<br><br>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring<br>Specify funding source: <a href="#">Click or tap here to enter text.</a><br><br>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring<br><br>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?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                             |
| 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?                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                             |

# Expenditure Control Form



1. All requests being made, including those against master agreements, must be accompanied by this form.
2. All requests requiring City Council approval exceeding \$100,000 must be accompanied by this form.
3. Route ALL requests to the Division Director first and then the CFO for signature.
4. The CFO will route for signature to the City Administrator.

Today's Date: 9/3/23

Type of expenditure: Road Salt Purchase

Goods

Services

Department: Streets

Approving Supervisor: Clint Harris

Amount of Proposed Expenditure: \$140,000.00

Is this against a master agreement? If yes, please provide the number: No

Funding Source Street Department Budget

**Please verify correct funding sources. Indicate breakdown if more than one funding source.**

**Why is this expenditure necessary now?**

This will allow us to procure and maintain necessary winter weather treating materials

**What are the impacts if expenses are deferred?**

Significantly reduced roadway safety during inclement weather events

**What alternative resources have been considered?**

Alternative resources are utilized, along with Road Salt to treat road conditions as needed

**Description of the goods or service and any additional information?**

Road Salt is primarily mixed with sand and used on sanding routes during Winter weather events

Person Submitting Form/Contact: Jon Klapp

Division Director:

*Marlene Christ*

CFO Signature:

*Tonya Wallace*

City Administrator Signature:

garrett jones

**Additional Comments:**

See Attached Briefing Paper for additional detail

**Signature:**  Garrett Jones (Oct 2, 2023 14:05 PDT)

**Email:** [gjones@spokanecity.org](mailto:gjones@spokanecity.org)






# Road salt expenditure control form

Final Audit Report

2023-10-02

|                 |                                               |
|-----------------|-----------------------------------------------|
| Created:        | 2023-09-27                                    |
| By:             | Tonya Wallace (twallace@spokanecity.org)      |
| Status:         | Signed                                        |
| Transaction ID: | CBJCHBCAABAArGGdZX2ZuFmuaz52uA5PMS5iNasztJCA_ |

## "Road salt expenditure control form" History

-  Document created by Tonya Wallace (twallace@spokanecity.org)  
2023-09-27 - 5:18:23 PM GMT- IP address: 198.1.39.252
-  Document emailed to Garrett Jones (gjones@spokanecity.org) for signature  
2023-09-27 - 5:18:42 PM GMT
-  Email viewed by Garrett Jones (gjones@spokanecity.org)  
2023-09-28 - 2:46:51 AM GMT- IP address: 172.225.80.192
-  Document e-signed by Garrett Jones (gjones@spokanecity.org)  
Signature Date: 2023-10-02 - 9:05:19 PM GMT - Time Source: server- IP address: 198.1.39.252
-  Agreement completed.  
2023-10-02 - 9:05:19 PM GMT



**Category 8A-R  
Standard Gradation Road Salt**

|                    |                     |
|--------------------|---------------------|
| Anti-Caking Agent: | none                |
| Product:           | Drinox Extra Coarse |
| Drop Shipment:     | \$75                |

**WSDOT Region 1 Northwest**

| Order/Delivery Area | 3 Days   | 7 Days   | 30 Days  |
|---------------------|----------|----------|----------|
| Maintenance Area 1  | \$220.30 | \$213.30 | \$208.30 |
| Maintenance Area 2  | \$227.30 | \$220.30 | \$213.30 |
| Maintenance Area 3  | \$224.28 | \$217.28 | \$212.28 |
| Maintenance Area 4  | \$206.94 | \$199.94 | \$194.94 |
| Maintenance Area 5  | \$212.72 | \$205.72 | \$200.72 |

**WSDOT Region 2 North Central**

| Order/Delivery Area | 3 Days   | 7 Days   | 30 Days  |
|---------------------|----------|----------|----------|
| Maintenance Area 1  | \$200.41 | \$193.41 | \$188.41 |
| Maintenance Area 2  | \$186.25 | \$179.25 | \$174.25 |
| Maintenance Area 3  | \$205.22 | \$198.22 | \$193.22 |

**WSDOT Region 3 Olympic**

| Order/Delivery Area | 3 Days   | 7 Days   | 30 Days  |
|---------------------|----------|----------|----------|
| Maintenance Area 1  | \$202.60 | \$195.60 | \$190.60 |
| Maintenance Area 2  | \$210.83 | \$203.83 | \$197.83 |
| Maintenance Area 3  | \$224.28 | \$217.28 | \$212.28 |
| Maintenance Area 4  | \$218.50 | \$211.50 | \$206.50 |

**WSDOT Region 4 Southwest**

| Order/Delivery Area | 3 Days   | 7 Days   | 30 Days  |
|---------------------|----------|----------|----------|
| Maintenance Area 1  | \$227.17 | \$220.17 | \$215.17 |
| Maintenance Area 2  | \$216.50 | \$209.50 | \$206.50 |
| Maintenance Area 3  | \$221.39 | \$214.39 | \$209.39 |
| Maintenance Area 4  | \$207.31 | \$200.31 | \$195.31 |

**WSDOT Region 5 South Central**

| Order/Delivery Area | 3 Days | 7 Days | 30 Days |
|---------------------|--------|--------|---------|
| Maintenance Area 1  | 205.1  | 198.1  | 196.1   |
| Maintenance Area 2  | 200.31 | 193.31 | 188.31  |

|                    |        |        |        |
|--------------------|--------|--------|--------|
| Maintenance Area 3 | 200.81 | 193.81 | 188.81 |
| Maintenance Area 4 | 188.59 | 181.59 | 179.59 |

**WSDOT Region 6 Eastern**

| Order/Delivery Area | 3 Days   | 7 Days   | 30 Days  |
|---------------------|----------|----------|----------|
| Maintenance Area 1  | \$178.41 | \$171.41 | \$166.41 |
| Maintenance Area 2  | \$179.07 | \$172.07 | \$167.07 |
| Maintenance Area 3  | \$179.68 | \$172.68 | \$167.68 |
| Maintenance Area 4  | \$185.37 | \$178.37 | \$173.37 |



**Agenda Sheet for City Council Meeting of:**  
10/16/2023

|                       |               |
|-----------------------|---------------|
| <b>Date Rec'd</b>     | 10/4/2023     |
| <b>Clerk's File #</b> | OPR 2023-1042 |
| <b>Renews #</b>       |               |
| <b>Cross Ref #</b>    |               |
| <b>Project #</b>      |               |
| <b>Bid #</b>          |               |
| <b>Requisition #</b>  |               |

|                           |                                     |
|---------------------------|-------------------------------------|
| <b>Submitting Dept</b>    | STREETS                             |
| <b>Contact Name/Phone</b> | CLINT HARRIS 509-625-7744           |
| <b>Contact E-Mail</b>     | CEHARRIS@SPOKANECITY.ORG            |
| <b>Agenda Item Type</b>   | Purchase w/o Contract               |
| <b>Agenda Item Name</b>   | 1100 - STREET DEPARTMENT ICE KICKER |

**Agenda Wording**

The Street Department is seeking approval for the purchase of Ice Kicker at a cost not to exceed \$115,000.00

**Summary (Background)**

This salt-based product with anticorrosive inhibitors added is used by Street Department during the winter months for deicing. Used primarily in the CBD area and is purchased off the state contract #11021. Ice Kicker is purchased from Salt Distributors Inc.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Expense \$ 115,000.00

Select \$

Select \$

Select \$

**Budget Account**

# 1100-21800-42660-53210-99999

#

#

#

**Approvals**

|                          |                     |
|--------------------------|---------------------|
| <b>Dept Head</b>         | HARRIS, CLINT E.    |
| <b>Division Director</b> | FEIST, MARLENE      |
| <b>Finance</b>           | ALBIN-MOORE, ANGELA |
| <b>Legal</b>             | BEATTIE, LAUREN     |
| <b>For the Mayor</b>     | JONES, GARRETT      |

**Council Notifications**

|                            |                |
|----------------------------|----------------|
| <b>Study Session\Other</b> | PIES 9/25/2023 |
| <b>Council Sponsor</b>     | Kinnear        |

**Distribution List**

|                             |
|-----------------------------|
| ceharris@spokanecity.org    |
| jwthomas@spokanecity.org    |
| jdykes@spokanecity.org      |
| tprince@spokanecity.org     |
| tbrazington@spokanecity.org |
| jklapp@spokanecity.org      |

**Additional Approvals**

**Purchasing**

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Submitting Department</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Streets                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Contact Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Clint Harris                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Contact Email &amp; Phone</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <a href="mailto:ceharris@spokanecity.org">ceharris@spokanecity.org</a>                                                                                                                                                                                                                                                                                                                         |
| <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>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 1100 - Streets Ice Kicker                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Summary (Background)</b><br><br>*use the Fiscal Impact box below for relevant financial information                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <p>The Street Department is seeking approval for the purchase of Ice Kicker at a cost not to exceed \$115,000.00</p> <p>This salt-based product with anticorrosive inhibitors added is used by Street Department during the winter months for deicing. Used primarily in the CBD area and is purchased off the state contract #11021. Ice Kicker is purchased from Salt Distributors Inc..</p> |
| <b>Proposed Council Action</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Consent Approval – PIES 9/25/2023                                                                                                                                                                                                                                                                                                                                                              |
| <b>Fiscal Impact</b><br>Total Cost: <u>140,000.00</u><br>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A<br><br>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring<br>Specify funding source: <a href="#">Click or tap here to enter text.</a><br><br>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring<br><br>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?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                |
| 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?                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                |



# Expenditure Control Form

1. All requests being made, including those against master agreements, must be accompanied by this form.
2. All requests requiring City Council approval exceeding \$100,000 must be accompanied by this form.
3. Route ALL requests to the Division Director first and then the CFO for signature.
4. The CFO will route for signature to the City Administrator.

Today's Date: 9/3/23

Type of expenditure: Ice Kicker Purchasing Goods  Services

Department: Streets

Approving Supervisor: Clint Harris

Amount of Proposed Expenditure: \$115,000.00

Is this against a master agreement? If yes, please provide the number: No

Funding Source Street Department Budget

Please verify correct funding sources. Indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

This will allow us to procure and maintain necessary winter weather treating materials

What are the impacts if expenses are deferred?

Significantly reduced roadway safety during inclement weather events

What alternative resources have been considered?

Alternative resources are utilized, along with Ice Kicker to treat road conditions as needed

Description of the goods or service and any additional information?

Ice Kicker is a magnesium-infused salt product that addresses ice on roadways.

Person Submitting Form/Contact: Jon Klapp

Division Director: 

CFO Signature: 

City Administrator Signature: 

Additional Comments:

See Attached Briefing Paper for additional detail






# ice kicker expenditure control form

Final Audit Report

2023-10-02

|                 |                                              |
|-----------------|----------------------------------------------|
| Created:        | 2023-09-27                                   |
| By:             | Tonya Wallace (twallace@spokanecity.org)     |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAA-TEApgaYYEzYFcExxulFKmmlrRGECxZE |

## "ice kicker expenditure control form" History

-  Document created by Tonya Wallace (twallace@spokanecity.org)  
2023-09-27 - 5:17:31 PM GMT- IP address: 198.1.39.252
-  Document emailed to Garrett Jones (gjones@spokanecity.org) for signature  
2023-09-27 - 5:17:48 PM GMT
-  Email viewed by Garrett Jones (gjones@spokanecity.org)  
2023-09-28 - 2:46:50 AM GMT- IP address: 172.225.80.192
-  Document e-signed by Garrett Jones (gjones@spokanecity.org)  
Signature Date: 2023-10-02 - 9:04:45 PM GMT - Time Source: server- IP address: 198.1.39.252
-  Agreement completed.  
2023-10-02 - 9:04:45 PM GMT

# SALT DISTRIBUTORS PRICES

## Category 4C

**Corrosion Inhibited Solid Sodium Chloride - Grade 2, Maximum Moisture Content 5% Standard Gradation**

|                    |                                |
|--------------------|--------------------------------|
| Anti-Caking Agent: | Proprietary Blend of Additives |
| Product:           | Ice Kicker                     |
| Drop Shipment:     | \$75                           |

### WSDOT Region 1 Northwest

| Order/Delivery Area | 3 Days   | 7 Days   | 30 Days  |
|---------------------|----------|----------|----------|
| Maintenance Area 1  | \$215.69 | \$208.69 | \$203.69 |
| Maintenance Area 2  | \$216.88 | \$209.88 | \$204.88 |
| Maintenance Area 3  | \$213.99 | \$206.99 | \$201.99 |
| Maintenance Area 4  | \$196.65 | \$189.65 | \$184.65 |
| Maintenance Area 5  | \$202.43 | \$195.43 | \$190.43 |

### WSDOT Region 2 North Central

| Order/Delivery Area | 3 Days   | 7 Days   | 30 Days  |
|---------------------|----------|----------|----------|
| Maintenance Area 1  | \$191.09 | \$184.09 | \$179.09 |
| Maintenance Area 2  | \$176.93 | \$169.93 | \$164.93 |
| Maintenance Area 3  | \$195.90 | \$188.90 | \$183.90 |

### WSDOT Region 3 Olympic

| Order/Delivery Area | 3 Days   | 7 Days   | 30 Days  |
|---------------------|----------|----------|----------|
| Maintenance Area 1  | \$192.31 | \$185.31 | \$180.31 |
| Maintenance Area 2  | \$200.54 | \$193.54 | \$187.54 |
| Maintenance Area 3  | \$213.99 | \$206.99 | \$201.99 |
| Maintenance Area 4  | \$208.21 | \$201.21 | \$196.21 |

### WSDOT Region 4 Southwest

| Order/Delivery Area | 3 Days   | 7 Days   | 30 Days  |
|---------------------|----------|----------|----------|
| Maintenance Area 1  | \$216.88 | \$209.88 | \$204.88 |
| Maintenance Area 2  | \$208.21 | \$201.21 | \$196.21 |
| Maintenance Area 3  | \$211.10 | \$204.10 | \$199.10 |
| Maintenance Area 4  | \$200.68 | \$193.68 | \$188.68 |

| Order/Delivery Area | 3 Days   | 7 Days   | 30 Days  |
|---------------------|----------|----------|----------|
| Maintenance Area 1  | \$199.53 | \$192.53 | \$187.53 |
| Maintenance Area 2  | \$196.18 | \$189.18 | \$184.18 |
| Maintenance Area 3  | \$179.87 | \$172.87 | \$167.87 |
| Maintenance Area 4  | \$183.02 | \$176.02 | \$171.02 |

**WSDOT Region 6 Eastern**

| Order/Delivery Area | 3 Days   | 7 Days   | 30 Days  |
|---------------------|----------|----------|----------|
| Maintenance Area 1  | \$174.84 | \$167.84 | \$162.84 |
| Maintenance Area 2  | \$175.50 | \$168.50 | \$163.50 |
| Maintenance Area 3  | \$176.11 | \$169.11 | \$164.11 |
| Maintenance Area 4  | \$181.80 | \$174.80 | \$169.80 |





**Agenda Sheet for City Council Meeting of:**  
10/16/2023

|                       |               |
|-----------------------|---------------|
| <b>Date Rec'd</b>     | 10/4/2023     |
| <b>Clerk's File #</b> | OPR 2023-1043 |
| <b>Renews #</b>       |               |

|                           |                                                                          |                      |             |
|---------------------------|--------------------------------------------------------------------------|----------------------|-------------|
| <b>Submitting Dept</b>    | SOLID WASTE DISPOSAL                                                     | <b>Cross Ref #</b>   |             |
| <b>Contact Name/Phone</b> | CHRIS AVERYT 625-6540                                                    | <b>Project #</b>     |             |
| <b>Contact E-Mail</b>     | CAVERYT@SPOKANECITY.ORG                                                  | <b>Bid #</b>         | RFP 5817-23 |
| <b>Agenda Item Type</b>   | Contract Item                                                            | <b>Requisition #</b> | BT          |
| <b>Agenda Item Name</b>   | 4490 CONTRACT FOR TRANSPORTATION AND DISPOSAL OF BYPASS WASTE AT THE WTE |                      |             |

**Agenda Wording**

Five year contract award to Waste Management of Washington, Inc. (Kirkland, WA) for the transportation and disposal of bypass and non-processable waste from the WTE beginning Nov. 17, 2023 with an annual cost not to exceed \$4,500,000.00.

**Summary (Background)**

On March 20, 2023 bidding closed on RFP 5817-23 for transportation and disposal of bypass and non-processable waste from the WTE and County Transfer Stations. Responses were received from Waste Connections, Waste Management of Washington, Inc. and Regional Disposal Company, of which Waste Management was the preferred bidder. The initial contract award will be for five (5) years with the option of one (1) five (5) year renewal. Pricing is \$58.95/ton for the first year and CPI adjusted thereafter.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Expense \$ 4,500,000.00

Select \$

Select \$

Select \$

**Budget Account**

# 4490-44100-37148-54201

#

#

#

**Approvals**

|                          |                     |
|--------------------------|---------------------|
| <b>Dept Head</b>         | AVERYT, CHRIS       |
| <b>Division Director</b> | FEIST, MARLENE      |
| <b>Finance</b>           | ALBIN-MOORE, ANGELA |
| <b>Legal</b>             | SCHOEDEL, ELIZABETH |
| <b>For the Mayor</b>     | JONES, GARRETT      |

**Council Notifications**

|                            |                |
|----------------------------|----------------|
| <b>Study Session\Other</b> | PSCH 10/2/2023 |
| <b>Council Sponsor</b>     | CP Kinnear     |

**Distribution List**

|                           |
|---------------------------|
| mdorgan@spokanecity.org   |
| jsalstrom@spokanecity.org |
| tprince@spokanecity.org   |
| rrinderle@spokanecity.org |

**Additional Approvals**

|                   |              |
|-------------------|--------------|
| <b>Purchasing</b> | PRINCE, THEA |
|-------------------|--------------|

## Committee Agenda Sheet

### Public Safety & Community Health Committee

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Submitting Department</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Solid Waste Disposal                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Contact Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Chris Averyt                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Contact Email &amp; Phone</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | caveryt@spokanecity.org, 625-6540                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Council Sponsor(s)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | CP Kinnear                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Committee Date</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | October 2, 2023                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Select Agenda Item Type</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Agenda Item Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Contract award for the transportation and disposal of bypass and non-processible waste from the Waste to Energy Facility.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Summary (Background)</b><br><br>*use the Fiscal Impact box below for relevant financial information                                                                                                                                                                                                                                                                                                                                                                                                                                         | <p>On March 20, 2023 bidding closed on RFP 5817-23 for transportation and disposal of bypass and non-processible waste from the Waste to Energy Facility and County Transfer Stations. Responses were received from Waste Connections (Vancouver, WA), Waste Management of Washington, Inc. (Kirkland, WA) and Regional Disposal Company (Redmond, WA), of which Waste Management was the preferred bidder.</p> <p>The initial contract award will be for five (5) years with the option of one (1) additional five (5) year period, commencing on Nov. 17, 2023. Pricing is \$58.95/ton for the first year with future increases based on the CPI index.</p> |
| <b>Proposed Council Action</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Approval of contract award                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Fiscal Impact</b><br>Total Cost: <u>\$4,500,000.00 annually</u><br>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A<br><br>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring<br>Specify funding source: 4490-SWD Budget<br><br>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring<br><br>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?<br><br>The work is 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?<br><br>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.

# Expenditure Control Form



- 1. All requests being made, including those against master agreements, must be accompanied by this form.
- 2. All requests requiring City Council approval exceeding \$100,000 must be accompanied by this form.
- 3. Route **ALL** requests to the Division Director first and then the CFO for signature.
- 4. The CFO will route for signature to the City Administrator.

Today's Date: 9/14/23

Type of expenditure: Ops Services

Goods  Services

Department: Solid Waste Disposal

Approving Supervisor: Chris Averyt

Amount of Proposed Expenditure: \$4,500,000.00 annually

Is this against a master agreement? If yes, please provide the number:

Funding Source SWD Budget 4490-44100-37148-54201

**Please verify correct funding sources. Indicate breakdown if more than one funding source.**

**Why is this expenditure necessary now?**

It is a violation of the facility's operating permit to allow trash to accumulate on site. There also is no

**What are the impacts if expenses are deferred?**

Operating permits would be violated, resulting in fines. The WTE Facility would be forced to cease o

**What alternative resources have been considered?**

There are no other alternatives other than hauling the material off-site and the local landfill capacity i

**Description of the goods or service and any additional information?**

This is a five year contract for the transportation and disposal of non-processible and bypass waste g

Person Submitting Form/Contact: Michelle Dorgan X6555

Division Director:

*Marlene Feist*

CFO Signature:

*Tonya Wallace*

City Administrator Signature:

*[Signature]*  
Growth Matters (Sep-18-2022 10:41:00 AM)

Additional Comments:












# Expenditure Control Form 2023-Bypass Hauling

Final Audit Report

2023-09-18

|                 |                                              |
|-----------------|----------------------------------------------|
| Created:        | 2023-09-14                                   |
| By:             | Michelle Dorgan (mdorgan@spokanecity.org)    |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAAhMTA8EEyKUzOzIBNdh0b4xNUJAwY3eXa |

## "Expenditure Control Form 2023-Bypass Hauling" History

-  Document created by Michelle Dorgan (mdorgan@spokanecity.org)  
2023-09-14 - 8:36:25 PM GMT- IP address: 198.1.39.252
-  Document emailed to Marlene Feist (mfeist@spokanecity.org) for signature  
2023-09-14 - 8:43:39 PM GMT
-  Email viewed by Marlene Feist (mfeist@spokanecity.org)  
2023-09-14 - 8:44:09 PM GMT- IP address: 155.190.3.6
-  Document e-signed by Marlene Feist (mfeist@spokanecity.org)  
Signature Date: 2023-09-14 - 8:44:47 PM GMT - Time Source: server- IP address: 155.190.3.6
-  Document emailed to Tonya Wallace (twallace@spokanecity.org) for signature  
2023-09-14 - 8:44:49 PM GMT
-  Email viewed by Tonya Wallace (twallace@spokanecity.org)  
2023-09-14 - 9:06:45 PM GMT- IP address: 198.1.39.252
-  Document e-signed by Tonya Wallace (twallace@spokanecity.org)  
Signature Date: 2023-09-14 - 9:07:22 PM GMT - Time Source: server- IP address: 198.1.39.252
-  Document emailed to Garrett Jones (gjones@spokanecity.org) for signature  
2023-09-14 - 9:07:24 PM GMT
-  Email viewed by Garrett Jones (gjones@spokanecity.org)  
2023-09-15 - 6:09:52 AM GMT- IP address: 104.28.116.105
-  Document e-signed by Garrett Jones (gjones@spokanecity.org)  
Signature Date: 2023-09-18 - 5:41:16 PM GMT - Time Source: server- IP address: 198.1.39.252
-  Agreement completed.  
2023-09-18 - 5:41:16 PM GMT

SERVICE CONTRACT FOR TRANSPORT AND DISPOSAL OF BYPASS  
AND NON-PROCESSIBLE WASTE

Between

CITY OF SPOKANE, WASHINGTON

And

WASTE MANAGEMENT OF WASHINGTON, INC.

Dated

\_\_\_\_\_, 2023

## **SERVICE CONTRACT FOR TRANSPORT AND DISPOSAL SERVICES**

**THIS SERVICE CONTRACT FOR BYPASS WASTE AND NON-PROCESSIBLE WASTE TRANSPORT AND DISPOSAL SERVICES** (this “Contract”) is made and entered into between **City of Spokane**, Washington, a municipal corporation of the State of Washington (the “City”) and **Waste Management of Washington, Inc.**, a Delaware corporation authorized to do business in the State of Washington (the Company”). The City and the Company are each a “Party” and collectively the “Parties” to this Contract.

### **RECITALS**

(A) The City has determined that it is in the City's best interests to contract with a private entity to provide Bypass Waste and Non-Processible Waste transport and disposal services (as more particularly described herein, the “Contract Services”).

(B) On January 6, 2023, the City issued a Request for Proposals (“RFP”) to provide the Contract Services.

(D) Responsive proposals submitted in response to the RFP were received on March 20, 2023 from three (3) firms.

(E) The proposals were reviewed by the City’s evaluation committee and evaluated based on the evaluation criteria set forth in the RFP.

(F) Based on the evaluation of the proposals, the evaluation committee determined that the proposal submitted by the Company was the most advantageous proposal received in response to the RFP and recommended to the City Council that it would be advantageous to the City to initiate contract negotiations with the Company.

THEREFORE, in consideration of the mutual covenants contained herein, the Parties, intending to be legally bound, hereby agree as follows:

### **ARTICLE I DEFINITIONS, INTERPRETATION AND GENERAL TERMS**

SECTION 1.1. DEFINITIONS. As used in this Contract, the following terms have the meanings set forth below:

“Applicable Law” means: (1) any federal, state or local law, code or regulation; (2) any formally adopted and generally applicable rule, requirement, determination, standard, policy, implementation schedule or other order of any Governmental Body having appropriate jurisdiction; (3) any established interpretation of law or regulation utilized by an appropriate Governmental Body if such interpretation is documented by such Governmental Body and both generally applicable and publicly available; and (4) any Governmental Approval; in each case applicable from time to time to the Facilities, the Contract Services or any other transaction or matter contemplated hereby (including any of the foregoing which pertain to waste

management, waste transportation, waste disposal, health, safety, fire, environmental protection, labor relations, building codes, the payment of prevailing or minimum wages and non-discrimination).

“Bypass Waste” means municipal solid waste, as defined in the Washington Administrative Code 173-350-100, which is suitable for combustion but is not burned at the WTE Facility because it is in excess of the WTE Facility’s capacity, either because of seasonal peaks in generation of waste or because the WTE Facility is either shut down or operating at a reduced throughput due to maintenance other reasons. Bypass waste will originate from the Transfer Stations and for purposes of this Contract specifically excludes Recyclable Materials, and Unacceptable Waste.

“C&D Waste” means non-recyclable dry wastes resulting from construction, renovation, remodeling, repair or demolition operations of buildings, structures, road building or from land clearing activities.

“C&D Disposal Site” means a Disposal Site permitted to accept C&D Waste.

“Change in Law” means any of the following acts, events or circumstances to the extent that compliance therewith materially increases the cost of performing or materially increases the scope of a Party’s obligations hereunder:

- (1) except as provided below with respect to the exclusions from the definition of “Change in Law,” the adoption, amendment, promulgation, issuance, modification, repeal or other written change in any Applicable Law, or the administrative or judicial interpretation thereof on or after the Contract Date, unless such Applicable Law was on or prior to the Contract Date duly adopted, promulgated, issued or otherwise officially modified or changed in interpretation, in each case in final form, to become effective without any further action by any Governmental Body; or
- (2) except as provided below with respect to the exclusions from the definition of “Change in Law,” the order or judgment of any Governmental Body issued on or after the Contract Date (unless such order or judgment is issued to enforce compliance with Applicable Law which was effective as of the Contract Date) to the extent such order or judgment is not the result of willful or negligent action, breach of this Contract, violation of law, illegal act, error or omission or lack of reasonable diligence of the Company or of the City, whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such order or judgment will not constitute or be construed as such a willful or negligent action, error or omission or lack of reasonable diligence; or
- (3) except as provided below with respect to the exclusions from the definition of “Change in Law,” the denial of an application for, a delay in the review, issuance or renewal of, or the suspension, termination, or interruption of any Governmental Approval, or the imposition of new or increased permitting fees, or the imposition of a term, condition or requirement which is more stringent or burdensome than the



Contract Standards in connection with the issuance, renewal or failure of issuance or renewal of any Governmental Approval, to the extent that such occurrence is not the result of willful or negligent action, breach of this Contract, violation of law, illegal act, error or omission or lack of reasonable diligence of the Company or of the City, whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such occurrence will not be construed as such a willful or negligent action or lack of reasonable diligence.

It is specifically understood, however, that none of the following will constitute a “Change in Law”:

- (1) a change in the nature or severity of the actions typically taken by a Governmental Body to enforce compliance with Applicable Law which was effective as of the Contract Date;
- (2) any increase in any fines or penalties provided for under Applicable Law in effect as of the Contract Date; or
- (3) any act, event or circumstance that would otherwise constitute a Change in Law but that does not change the requirements imposed on the Company by the Contract Standards in effect as of the Contract Date.

“City” means City of Spokane, Washington, a municipal corporation.

“Company” means Waste Management of Washington, Inc., a Delaware corporation authorized to do business in the State of Washington, and its permitted successors and assigns.

“Containers” means intermodal containers as described in Appendix 3.

“Contract” means this Service Contract for Bypass Waste and Non-Processible Waste, Transport and Disposal Services between the Company and the City, including the Appendices, as may be amended or modified from time to time in accordance herewith.

“Contract Services” means the services to be performed by the Company or its Subcontractors pursuant to this Contract.

“Contract Waste” means Bypass Waste and Non-Processible Waste, collectively.

“Disposal Site” means a permitted disposal facilities pursuant to this Contract for the disposal of Bypass Waste or Non-Processible Waste.

“Ecology” means the Washington State Department of Ecology or any successor agency.

“EPA” means the United States Environmental Protection Agency and any successor agency.

“Equipment” means equipment used by the Company to fulfill its obligations under the

Contract, including but not limited to, trailers, tractors, Containers, or chassis.

“Event of Default” means those items specified in Section 8.2.

“Good Industry Practice” means those methods, techniques, standards and practices which, at the time they are to be employed and in light of the circumstances known or reasonably believed to exist at such time, are generally recognized and accepted as good transport, disposal and management practices in the waste industry, as observed in the Pacific Northwest region of the United States.

“Governmental Approval” means all orders of approval, permits, licenses, authorizations, consents, certifications, exemptions, rulings, entitlements and approvals issued by a governmental authority of whatever kind and however described which are required under Applicable Law to be obtained or maintained by the Company with respect to the Contract Services.

“Hazardous Waste” mean any hazardous, toxic, or radioactive substances, as such terms are defined by Applicable Law, including without limitation “dangerous waste” as defined by Washington State Department of Ecology.

“Legal Proceeding” means every action, suit, litigation, arbitration, administrative proceeding, and other legal or equitable proceeding having a bearing upon this Contract, and all appeals therefrom.

“Non-Processible Waste” means C&D Waste which is not suitable for combustion at the WTE Facility in compliance with Applicable Law. Non-Processible Waste shall specifically exclude Unacceptable Waste.

“Parties” means, collectively, the City and the Company, and “Party” means either or both the City and the Company, as the context requires.

“Performance Bond” means the surety bond described in Section 4.4, which secures the Contract Services.

“Performance Guarantees” means the Throughput Guarantee and the Waste Transport and Disposal Guarantee.

“Recyclable Materials” means those materials that are separated for recycling or reuse, such as glass bottles and jars, aluminum cans and foil, tin cans, newspaper and other paper, magazines, cardboard, plastic containers, ferrous metal, non-ferrous metal, tires, recyclable construction and demolition waste, and White Goods, as well as any other materials designated for recycling or reuse that are prohibited from being disposed in a landfill facility pursuant to Applicable Law.

“Reporting Year” means the City’s fiscal year commencing on January 1 in any year and ending on December 31 of such year; provided, however, that the first Reporting Year will commence on the Commencement Date and will end on the following December 31, and the last Reporting Year will commence on January 1 prior to the date this Contract expires or is terminated,

whichever is appropriate, and will end on the last day of the Term or the effective date of any termination, whichever is appropriate. Any computation made on the basis of a Reporting Year will be adjusted on a pro rata basis to take into account any Reporting Year of less than 365 or 366 days, whichever is applicable.

“RCW” means the Revised Code of Washington.

“Receiving Facility” means that certain property located at 4520 N Barker Rd, Spokane Valley, Washington 99027 operated by the Company’s Subcontractor, or any other property as agreed by the Parties.

“Required Insurance” means the insurance specified in Appendix 2.

“Service Fee” has the meaning specified in Article 7.

“Solid Waste” means all solid wastes, as defined by Chapter 70A.205 RCW. For the avoidance of doubt, for purposes of this Contract, the term “Solid Waste” shall include HHW, Recyclable Materials, C&D Waste and Organics, but shall not include any Unacceptable Waste

“Special Waste” includes polychlorinated biphenyl (“PCB”) wastes, industrial process wastes, asbestos containing material, petroleum contaminated soils, treated/de-characterized wastes, incinerator ash, medical wastes, demolition debris and other materials requiring special handling in accordance with any applicable federal, state, provincial or local laws or regulations.

“State” means the State of Washington.

“Subcontract” means an agreement or purchase order by the Company, or a Subcontractor to the Company, as applicable, entered into in connection with the performance of the Contract Services.

“Subcontractor” means every person (other than employees of the Company) engaged by the Company or any person under subcontract with the Company or any other Subcontractor (including all subcontractors and every sub-subcontractor of whatever tier) for any portion of the Contract Services, whether for the furnishing of labor, materials, equipment, supplies, services or otherwise.

“Term” means the Initial Term and any Renewal Term.

“Termination Date” means the last day of the Term or the effective date of termination of this Contract pursuant to Article 3.

“Tonnage” means tons of the Contract Waste to which the term is referring.

“Transfer Stations” means, collectively, the Spokane County-owned transfer stations located at 22123 N Elk-Chattaroy Rd, Colbert WA 99005 and 3941 N Sullivan Rd, Spokane Valley WA 99216, and each individually, a “Transfer Station”.

“Unacceptable Waste” means waste that is (a) prohibited from being received, managed or disposed of at the Disposal Site used hereunder by federal, state or local laws, regulation, ordinance, permit or other legal requirement or by the Disposal Site’s policies; (b) is nonhazardous solid waste that contains regulated Special Waste or Hazardous Waste; (c) is or contains any Hazardous Waste, infectious waste, radioactive, volatile, corrosive, flammable, explosive, biomedical, biohazardous material, regulated medical waste or toxic substances, as defined pursuant to or listed or regulated under applicable federal, state or local law; (d) ash generated at the Waste to Energy Facility; (e) contains information protected by federal, state or local privacy or data security laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPPA”); (f) household hazardous waste; or (g) any other waste that the City and Company have agreed in writing will be Unacceptable Waste.

“Uncontrollable Circumstances” means any act, event or condition that is beyond the reasonable control of the Party relying thereon as justification for not performing an obligation or complying with any condition required of such Party under this Contract, and that materially interferes with or materially increases the cost of performing its obligations hereunder (other than payment obligations), to the extent that such act, event or condition is not the result of the willful or negligent act, error or omission, failure to exercise reasonable diligence, or breach of this Contract on the part of such Party.

(1) Inclusions. Subject to the foregoing and the exclusions set forth below, Uncontrollable Circumstances may include the following:

- (a) Change in Law;
- (b) naturally occurring events (excluding weather conditions normal for the geographic region of the City) such as underground movement, volcanic eruption, landslides, earthquakes, fires, tornadoes, floods, epidemics, and other acts of God;
- (c) explosion, sabotage or similar occurrence, acts of a declared public enemy, terrorism, extortion, war, blockade or insurrection, riot or civil disturbance;
- (d) strikes, labor disputes, work slowdowns, work stoppages, boycotts or other similar labor disruptions (except as specified in the exclusions below), which affect the performance of the Contract Services;
- (e) the failure of any Subcontractor (other than the Company or any Affiliate), to furnish services, materials, chemicals or equipment on the dates agreed to, but only if such failure is the result of an event which would constitute an Uncontrollable Circumstance if it affected the Company directly, and the Company is not able to timely obtain substitutes;
- (f) with respect to the Company, any City Fault; and
- (g) with respect to the City, and Company Fault.

(2) Exclusions. It is specifically understood that none of the following acts or conditions constitute Uncontrollable Circumstances:

- (a) any act, event or circumstance that would not have occurred if the affected

- Party had complied with its obligations hereunder;
- (b) changes in interest rates, inflation rates, wage rates, insurance costs, commodity prices, currency values, , exchange rates or other economic conditions;
  - (c) changes in the financial condition of the City, the Company, or its Affiliates or Subcontractors affecting the ability to perform their respective obligations;
  - (d) with respect to the Company, the consequences of error, negligence or omissions by the Company, any Subcontractor, any of their Affiliates or any other person in the performance of the Contract Services;
  - (e) any impact of prevailing wage or similar laws, customs or practices on the Company's costs;
  - (f) weather conditions normal for the geographic region of the City;
  - (g) with respect to the Company, any failure of the Company to secure patents which it deems necessary for the performance of the Contract Services; or
  - (h) a Change in Law pertaining to Taxes except to the extent such Change in Law imposes a new federal, State or local Tax on waste transportation and disposal;

“U.S.C.” means the United States Code.

“WAC” means the Washington Administrative Code.

“White Goods” means residential appliances, including water heaters, washers, water tanks, dryers, stoves, and refrigerators.

“WTE Facility” means the City of Spokane owned waste-to-energy facility located at 2900 South Geiger Boulevard, Spokane, Washington.

SECTION 1.2. INTERPRETATION. This Contract will be interpreted according to the following provisions, except to the extent the context or the express provisions of this Contract otherwise require:

- (A) Entire Agreement. This Contract contains the entire agreement between the Parties with respect to the transactions contemplated by this Contract. Without limiting the generality of the foregoing, this Contract completely and fully supersedes all other understandings and agreements among the Parties with respect to such transactions, including those contained in the RFP, the proposal of the Company submitted in response thereto, and any amendments or supplements to the RFP or the proposal.
- (B) Good Industry Practice. Good Industry Practice will in no event lessen the stringency of the Contract Standards. The Company is responsible for keeping itself informed of and applying current Good Industry Practice at all times during the performance of the Contract Services throughout the Term.

- (C) Severability. If any clause, provision, subsection, Section or Article of this Contract is void, invalid or unenforceable under any applicable law, then the remaining provisions of the Contract shall remain in effect; however, the Parties shall promptly negotiate a substitute for such clause, provision, subsection, Section or Article which will, to the greatest extent legally permissible, effect the intent of the Parties in the invalid clause, provision, subsection, Section or Article.
- (D) Drafting Responsibility. The Parties waive the application of any rule of law which otherwise would be applicable in connection with the construction of this Contract to the effect that ambiguous or conflicting terms or provisions should be construed against the Party who (or whose counsel) prepared the executed agreement or any earlier draft of the same.
- (E) Third Party Rights. This Contract is exclusively for the benefit of the City and the Company and will not provide any third parties with any remedy, claim, liability, reimbursement, cause of action, or other rights.
- (F) Counterparts. This Contract may be executed in any number of original counterparts. All such counterparts will constitute but one and the same Contract.
- (G) Governing Law; Venue. This Contract will be governed by and construed in accordance with the applicable laws of the State of Washington. The venue of any action arising out of this Contract shall be in the Superior Court of the State of Washington, in and for Spokane County. (H) Defined Terms. The definitions set forth in Section 1.1 will control in the event of any conflict with the definitions used in the recitals hereto.

## **ARTICLE II REPRESENTATIONS AND WARRANTIES**

SECTION 2.1. REPRESENTATIONS AND WARRANTIES OF THE CITY. The City represents and warrants that:

- (A) No Unacceptable Waste. All Contract Waste delivered to the Company under this Contract shall be in accordance with waste descriptions given in this Agreement and shall not be or contain any Unacceptable Waste.
- (B) Existence and Powers. The City is a Municipal corporation of the State, organized and existing under and by virtue of the laws of the State, with full legal right, power and authority to enter into and to perform its obligations under this Contract.
- (C) Due Authorization and Binding Obligation. This Contract will be effective upon approval of City Council and signature by the Mayor and constitutes a legal, valid and binding obligation of the City, enforceable against the City in accordance with its terms, except to the extent that its enforceability may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights from time to time in effect and by equitable principles of general application.

SECTION 2.2. REPRESENTATIONS AND WARRANTIES OF THE COMPANY. The Company represents and warrants that:

- (A) Existence and Powers. The Company is a corporation duly organized, validly existing and in good standing under the laws of the state of Delaware and has the authority to do business in the State of Washington and in any other state in which it conducts its activities, with the full legal right, power and authority to enter into and perform its obligations under this Contract.
- (B) Due Authorization and Binding Obligation. This Contract has been duly authorized, executed and delivered by all necessary corporate action of the Company and constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except to the extent that its enforceability may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights from time to time in effect and by equitable principles of general application.
- (C) No Conflict. To the best of its knowledge after due inquiry, neither the execution nor delivery by the Company of this Contract; the performance by the Company of its obligations in connection with the transactions contemplated hereby; nor the fulfillment by the Company of the terms or conditions hereof (1) conflicts with, violates or results in a breach of any constitution, law or governmental regulation applicable to the Company or (2) conflicts with, violates or results in a breach of any order, judgment or decree, or any organizational document of the Company, or any contract, agreement or instrument to which the Company is a party or by which the Company or any of its properties or assets are bound, or constitutes a default under any of the foregoing.
- (D) No Approvals Required. No approval, authorization, order or consent of, or declaration, registration or filing with, any Governmental Body is required for the valid execution and delivery of this Contract by the Company.
- (E) No Litigation. Except as disclosed in writing to the City, there is no action, suit, proceeding, investigation, or litigation, at law or in equity, before or by any court or other Governmental Body pending or, to the best of the Company's knowledge after due inquiry, overtly threatened or publicly announced, against the Company or any Affiliate of the Company, in which an unfavorable decision, ruling or finding could reasonably be expected to have a material and adverse effect on the execution and delivery of this Contract by the Company or the validity, legality or enforceability of this Contract against the Company, or any other agreement or instrument entered into by the Company in connection with the transactions contemplated hereby, or on the ability of the Company to perform its obligations hereunder or under any such other agreement or instrument.
- (F) Applicable Law Compliance. Except as disclosed in writing to the City, to the best of its knowledge after due inquiry, neither the Company nor any Affiliate of the Company is in material violation of any law, order, rule or regulation applicable to any Bypass Waste and Non-Processible Waste disposal site operated, maintained or managed by the Company, any Affiliate of the Company, the violation of which may have a material and adverse effect on the ability of the Company to perform its obligations hereunder, .
- (G) City of Spokane Business License. The Company is required to obtain and maintain a City of Spokane Business License through the Department of Revenue Services in compliance with

Chapter 8.01 Spokane Municipal Code (SMC). The Company 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 Company 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.

- (H) Information Supplied by the Company. The information supplied and representations and warranties made by the Company in all submittals made in response to the RFP and in all post-proposal submittals with respect to the Company are true, correct and complete in all material respects.
- (I) Required Insurance. Concurrently with the execution of this Contract, the Company has provided the City with certificates of insurance and policy endorsements for all Required Insurance specified in Appendix 2. The Required Insurance is in compliance with the requirements of Section 9.1.
- (J) Performance Bond. No later than thirty (30) days after the execution of this Contract, the Company shall provide the City with the required Performance Bond. The Performance Bond is in the form set forth in the Transaction Forms and is in compliance with the requirements of Section 4.4.
- (K) Certification Regarding Debarment. The Certification Regarding Debarment, as attached to this Agreement as Appendix 3 shall be completed and provided to the City. The Company 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.

### **ARTICLE III TERM**

SECTION 3.1. EFFECTIVE DATE AND INITIAL TERM. This Contract will become effective November 17, 2023 and upon signature of all Parties and will continue in effect as the initial term (the "Initial Term"), for a term of five (5) years or if renewed as provided in Section 3.2, until the last day of the renewal term (the "Renewal Term"), unless earlier terminated pursuant to this Contract, in which event the Term will be deemed to have ended as of the date of such termination. At the end of the Term, all obligations of the Parties hereunder will terminate, except as otherwise provided herein.

SECTION 3.2. RENEWAL AND EXTENSION OPTION. This Contract may be renewed and extended by mutual agreement by the City and the Company for one (1) additional five (5) year period for a total Term not to exceed 10 years (subject to convenience termination without cost to the City) on the same conditions as are applicable during the Initial Term. The Company shall give the City written notice (with confirmation of receipt from the City), of the approaching expiration of the Initial Term and request a contract extension no later than one hundred and eighty (180) days prior to such expiration. Notice shall be as provided for in section 10.8. The City shall give the Company written notice of its agreement to extend this Contract on or before the ninetieth (90<sup>th</sup>) day preceding the last day of the Initial Term; provided,



however, that the City shall be deemed to have agreed to extend the Contract if the City does not respond to the Company's written notice and request for contract extension on or before the ninetieth (90<sup>th</sup>) day preceding the last day of the Initial Term.

#### **ARTICLE IV COMPANY RESPONSIBILITIES**

SECTION 4.1. GENERAL. The Company's responsibilities under this Contract are as follows:

(A) Acceptance, transportation, unloading, and disposal of Bypass Waste from the two County-owned transfer stations and acceptance, unloading and disposal of Non-Processible Waste from the WTE Facility by the Company as set forth in Article V;

(B) Procurement and maintenance of performance bonds, in accordance with Section 4.4 of this Contract;

(C) Compliance with all Applicable Laws applicable to the Contract Services; obtaining Governmental Approvals in accordance with Section 4.2 ; and the payment of all applicable taxes and fees in accordance with Section 4.8; and

(D) Procurement and maintenance of insurance in accordance with Section 9.1; and

(E) Maintenance of a closure and post-closure trust fund for the Disposal Sites in accordance with Section 5.1H).

#### SECTION 4.2. COMPANY PERMITTING RESPONSIBILITIES.

(A) Any Governmental Approvals. The Company shall be responsible for obtaining and maintaining all filings, applications and reports necessary to obtain, maintain and renew, and shall obtain, maintain and renew, all Governmental Approvals required to be made, obtained or renewed under Applicable Law in order to perform the Contract Services. All permit and filing fees required in order to obtain, maintain and renew Governmental Approvals for the Contract Services shall be paid by the Company.

(B) Non-Compliance and Enforcement. The Company is responsible for complying with the terms and conditions of all Governmental Approvals. The Company shall report immediately to the City any inspections by any Governmental Bodies and all violations of the terms and conditions of any Governmental Approval or Applicable Law with respect to the performance of the Contract Services. The failure of the Company to comply with any Governmental Approval shall constitute a breach of this Contract.

(C) Reports to Governmental Bodies. The Company shall prepare any periodic and annual reports, any information submittals and any notices to all Governmental Bodies required by all Governmental Approvals and under Applicable Law with respect to performance of the Contract Services.

SECTION 4.3 EQUIPMENT; REPLACEMENT OR REPAIR.

- (A) Equipment; Assignment; Equipment Lease. The Company shall make available, maintain, or operate in a quantity sufficient to perform the Contract Services in a timely manner throughout the term of the Contract, the following:
- (1) the Equipment;
  - (2) Disposal Site; and
  - (3) Alternate disposal sites, if and when necessary.
- (B) The Equipment and Disposal Site provided by the Company shall meet or exceed the requirements in the Proposal Requirements. The Company is responsible for providing, at its sole cost and expense, all Equipment necessary to provide the Contract Services.
- (C) Replacement or Repair. The Company, at its sole expense, shall keep all Equipment and Disposal Sites in good working order and repair. The Company shall be liable for all costs reasonably to repair or replace the Containers and Vehicles owned, operated and/or used by the Company, Transportation Subcontractors or Disposal Sites; however, the City and County, or its subcontractors, shall be liable for the repair or replacement of Containers/Trailers and Vehicles to the extent such is necessary because of the negligence of the City, County or County's Transfer Stations contracted operator, including, but not limited to, overloading or improper loading of Equipment. If damage occurs to the Company's equipment or the Company's Transportation Subcontractor's equipment, WM will document the damage and send such documentation to the responsible Party. Once repairs are completed, WM will invoice the responsible Party directly for reimbursement. The City will enforce the requirements of this Subsection under the Interlocal Agreement between the City of Spokane and Spokane County.

SECTION 4.4 Contract Performance Bond.

- (A) Contract Performance Bond. The Company shall provide and maintain for the Term of the

Contract: (1) a contract performance bond substantially in the form of Appendix 1; or (2) any other financial guarantee or type of bond that is approved by the City. The amount of the bond or other financial guarantee initially provided under this subsection shall be Five Million and No/100 Dollars (\$5,000,000.00) in 2023 dollars. The Company shall provide a new bond, or evidence satisfactory to the City of the bond's renewability, at least ninety (90) days before the bond then in effect expires.

(B) General Conditions. The Company shall provide to the City the bond described in Section 4.4(A), above, within thirty (30) days of executing this Contract. Any bond under this Section shall automatically terminate on the expiration of the initial five-year period of the Contract. If the City and Company elects to extend the Contract beyond the initial five (5)-year term, the Company shall extend the existing bond and adjust the bond amount if needed. For purposes of this Article, the word, "bond," shall mean any bond, or other financial guarantee referred to in this Article to guarantee the performance of the Company's obligations under this Contract.

All bonds given under this Article that are signed by the Surety's agent must be accompanied by a certified copy of that agent's authority to act for the Surety at the time the bond is signed. The City must approve, in writing, the surety provided and the form and substance of all bonds. The Company may satisfy the bond obligations under this Article by providing bonds from one or more bonding companies meeting the qualifications set forth in this Article. The surety must be on the list of Certified Companies as published in Circular 570 by the U.S. Department of Treasury. Surety shall have a rating no less than AM Best Rating of A-.

SECTION 4.5 Alternate Transportation and Disposal Facilities. In the event the Disposal Sites are inadequate or unavailable to provide service under this Contract, the Company shall utilize alternate disposal facilities.

SECTION 4.6 Compliance with Law; Documentation; Confidential Business Records. The Company, its officers, employees, agents and subcontractors shall comply with all Applicable Laws in performing the Contract Services.

All documents submitted to the City will be subject to public review and copying as a public record pursuant to the Washington State Public Records Act. In the event a Company delivers to the City a document containing confidential and proprietary technical or financial information that would otherwise not be publicly disclosed, and which it believes is exempt from such disclosure or other provisions of Applicable Law, then such information shall be submitted in a separate sealed envelope, entitled, "Confidential Information for City Review Only." Such information shall be treated as confidential by the City to the extent allowed by Applicable Law.

In the event of a written request for disclosure pursuant to Washington State law, including without limitation the Washington State Public Records Act, the City shall review the confidential information and advise the requesting party and the Company, in writing, of the Contract's determination as to disclosure. If the City determines to disclose the information, the City shall allow the Company no fewer than ten (10) business days from receipt of such notice to take such legal action to enjoin disclosure as may be deemed necessary by the Company to protect the confidentiality of the information as provided by Washington State law.

The requirements of this Section shall survive the termination or expiration of the Contract.

SECTION 4.8 Taxes and Fees. Only as between the City and the Company, the Company shall be responsible and liable for payment of all federal, state and local taxes and fees, and surcharges of every form, that apply to any and all Persons, property, income, equipment, materials, supplies, structures, or activities that are involved in the performance of this Contract, including but not limited to, any income taxes, real property, excise, sales and use taxes, business and occupation taxes and fees that arise in connection with the Contract Services; however, the Company shall not be responsible or liable for payment of any tax or fee for which the City is ordinarily responsible without regard to the services provided by the Company under this Contract.

SECTION 4.9 Property. The Company has or will acquire sufficient property rights to the Disposal Site to satisfy its obligations herein.

SECTION 4.10 Records; Monthly Report. The Company shall keep accurate records of all transactions connected with this Contract including, but not limited to, all correspondence and invoices, transaction tickets, or receipts issued at a Disposal Site. The Company shall at all times maintain an accounting system that uses generally accepted accounting principles for all services rendered in connection with this Contract.

The Company shall provide to the City, by the fifteenth (15<sup>th</sup>) day of each month, a report for the preceding month summarizing routine and extraordinary activities during the prior month and, to the extent reasonably anticipated by the Company, plans and schedules for future activities. The monthly report shall include, but not be limited to, for the preceding month:

- (a) the tonnage accepted from the WTE Facility and Transfer Stations;
- (b) Equipment maintenance reports, if requested by the City;
- (c) any extraordinary occurrences affecting the Company's performance under the Contract, including but not limited to, occurrences affecting the Disposal Sites, transportation and/or Equipment;
- (d) copies of the transaction tickets, invoices and/or receipts for Contract Waste delivered to the Disposal Sites under the Contract;
- (e) changes, if any, in the status and readiness of alternate Disposal Sites and alternate disposal sites; and
- (f) documentation regarding Unacceptable Waste, if any, delivered under the Contract, including Unacceptable Waste rejected by the Company.

SECTION 4.12 Payment of Subcontractors and Agents. The Company shall be solely responsible for paying all subcontractors engaged for purposes of this Contract in accordance with the contract or agreement between that Person and the Company.

SECTION 4.13 Non-discrimination in Employment. The Company shall not discriminate against any employee or applicant for employment because of race, religion, creed, color, sex, marital status, national origin, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. The Company shall ensure that employment decisions

regarding applicants are made, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, marital status, national origin, or the presence of any sensory, mental, or physical handicap. The Company's action under this Section shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

SECTION 4.14 Procurement Requirements. The Company shall endeavor to use local firms and labor and purchase materials, supplies and equipment from business located within and near the City and County whenever possible, commercially reasonable, practical and in conformance with law.

The Company shall provide for full and fair usage of minority/women business enterprises and shall use its best efforts to ensure that minority/women business enterprises have an equitable opportunity to compete for subcontract work.

SECTION 4.15 Scheduling; Management; Quality of Performance. The Company shall coordinate, schedule in an orderly manner and manage all work done by Company's officers, employees and subcontractors to ensure that every act or service under this Contract is performed in a skillful and competent manner in accordance with all Applicable Laws. The Company shall be responsible to the City for any errors, deficiencies, or failures to perform under this Contract. All workers and subcontractors shall be skilled in their trades. All drivers and Equipment operators shall be licensed or otherwise qualified as required by Applicable Law.

SECTION 4.16 Company Liability. The Company shall indemnify the City in accordance with Article 9.

## ARTICLE V

### **BYPASS WASTE AND NON-PROCESSIBLE WASTE TRANSPORT AND DISPOSAL**

#### SECTION 5.1. BYPASS WASTE AND NON-PROCESSIBLE WASTE TRANSPORTATION AND DISPOSAL SERVICES.

(A) Non-Processible Waste.

- (1) The City shall be responsible for: (i) loading Non-Processible Waste at the WTE Facility into Containers provided by the Company in compliance with all Applicable Laws and all other Contract Standards, including but not limited to U.S. Department of Transportation requirements; (ii) transportation and delivery of loaded Containers of Non-Processible Waste from the WTE Facility to the C&D Disposal Site; and (ii) transportation and delivery of empty Containers and chassis from the C&D Disposal Site back to the WTE Facility. The City shall ensure that only Non-Processible Waste is loaded into Containers delivered to the Disposal Site located at 1820 S. Graham Road, Medical Lake Washington.
- (2) The Company shall be responsible for tipping the Containers of Non-Processible Waste from the WTE Facility at the C&D Disposal Site and staging empty

Containers and chassis for the City to transport to the WTE Facility.

(B) Bypass Waste.

- (1) The County or the County's Representative shall be responsible for: (i) loading Bypass Waste at the Transfer Stations into Containers provided by the Company in compliance with all Applicable Laws and other Contract Standards, including but not limited to U.S. Department of Transportation requirements; (ii) transportation and delivery of loaded Containers of Bypass Waste from the Transfer Stations to the Receiving Facility; and (iii) transportation and delivery of empty Equipment from the Receiving Facility to the Transfer Stations.
- (2) The Company or the Company's Subcontractor shall be responsible for (i) transportation and delivery of accepted loaded Containers of Bypass Waste from the Receiving Facility to the Disposal Site; (ii) tipping the Containers of Bypass Waste at the Disposal Site; and (iii) transportation of empty Containers and chassis from the Disposal Site to the Receiving Facility.
- (3) The City shall have the option for the County or the County's Representative to transport and deliver loaded containers of C&D Waste separated from the Bypass Waste from the Transfer Stations directly to the C&D Disposal Site.

(C) Receiving Services. The Company's Subcontractor shall operate and maintain the Receiving Facility at 4520 N. Barker Road, Spokane Valley, Washington for Bypass Waste throughout the Term unless an alternative Receiving Facility is approved in writing by the City Representative.

(D) Transport Services. The Company or the Company's Subcontractor shall, in accordance with the Contract Standards:

- (1) transport to the Disposal Site in a timely manner all loaded Containers of Bypass Waste accepted by the Company at the Receiving Facility; and
- (2) transport all empty Equipment used to transport Bypass Waste from the Disposal Site to the Receiving Facility as required by this Contract.

(E) Disposal Services. The Company shall comply with each of the following requirements for the disposal of Bypass Waste and Non-Processible Waste at any Disposal Site:

- (1) Throughout the Term, the Company shall dispose of all (i) Bypass Waste originating at the two County Transfer Stations at the Disposal Sites located at 191 Webb Road, East Wenatchee, Washington or 2660 E Syd Sullivan Lane, Washtucna, Washington; and (ii) all Non-Processible Waste at the Disposal Site located at 1820 S. Graham Road, Medical Lake Washington (in each such case, unless an alternative Disposal Site is approved in writing by the City Representative) within seventy-two (72) hours of the Company's acceptance of such Contract Waste at the Disposal Site; provided, however, that the Company shall not be required to dispose of any Unacceptable Waste.

- (2) The Company shall operate and maintain, or cause to be operated and maintained, any and all Disposal Sites utilized for the Contract Services in compliance with all Applicable Laws.
- (3) The Company shall not dispose of Contract Waste at any disposal site that has been nominated or proposed for the National Priorities List (“NPL”) of contaminated sites, or that has been nominated or proposed for inclusion in a list of contaminated sites under another program similar to the NPL. If any Disposal Site becomes so nominated or proposed at any time during the Term, the Company shall, at its sole cost and expense, provide for an Alternate Facility that is in compliance with the requirements of this item (3).
- (4) The Company shall not dispose of any Contract Waste at any disposal site that is not in compliance with Applicable Law or where receipt of Bypass Waste or Non-Processible Waste, as applicable, under this Contract would be unlawful or otherwise prohibited under the jurisdiction where such site is located. If the use of any Disposal Site at any time during the Term would cause a violation of this item (4), the Company shall, at its sole cost and expense, provide for an Alternate Facility that is in compliance with the requirements of this item (4).

- (F) Capacity. The Company shall be solely responsible for providing sufficient capacity to receive, transport and dispose of Bypass Waste and receive and dispose Non-Processible Waste in accordance with this Contract. The Company or its Subcontractor may accept, or allow for the acceptance of, materials from other sources at the Disposal Sites; provided that acceptance of such materials does not interfere with providing services in accordance with this Contract. The Company shall keep the City regularly informed of operations associated with the Receiving Facility and shall promptly notify the City of any material change in such operations, including with respect to any change in acceptance of materials from other sources, and shall not make or permit any change that is not in compliance with this subsection. The Company shall be solely responsible for all losses, damages, costs, charges, expenses, judgements or any liabilities whatsoever resulting from the acceptance of materials from other sources at the Disposal Sites.
- (G) Equipment. The Company shall supply Containers and chassis or trailers for the transport and disposal of Bypass Waste and Non-Processible Waste in accordance with all applicable Contract Standards and in sufficient quantities to facilitate the successful performance of the Contract Services. The Company shall ensure Containers or trailers are available at the Receiving Site for the transport and disposal of Bypass Waste at all times unless otherwise agreed to by the City Representative.
- (H) Closure and Post-Closure. The Company shall, as between the City and the Company, be responsible for all closure and post-closure costs relating to the Disposal Sites. The Company shall establish and maintain (or cause to be established and maintained), at its sole cost and expense, any closure and post-closure financial assurance now or hereafter required under any Applicable Law. The Company shall maintain and use, or cause to be maintained and used, any such financial assurance solely in accordance with the requirements of Applicable Law.
- (I) Title. Title to and liability for Unacceptable Waste shall remain with the City at all times. The

Company shall have the right to inspect, analyze or test any waste delivered by the City pursuant to this Contract. If the City or the Transfer Stations deliver Unacceptable Waste to the Company, Company can, at its option, reject Unacceptable Waste and return it to the City or the Transfer Stations or require the City or County to remove and dispose of the Unacceptable Waste at the City's expense. The City or County shall indemnify, hold harmless and pay or reimburse the Company for any and all costs, liabilities, damages and/or fines incurred as a result of or relating to the tender or delivery of Unacceptable Waste to the Company or other failure to comply or conform to this Contract, including costs of inspection, testing and analysis. The City will enforce the requirements of this Subsection under the Interlocal Agreement between the City of Spokane and Spokane County. Title to Contract Waste shall pass to the Company upon acceptance at the Disposal Site.

SECTION 5.2. BYPASS WASTE AND NON-PROCESSIBLE WASTE TRANSPORT AND DISPOSAL GUARANTEE.

- (A) Guarantee. The obligations of the Company under and referenced by this Section constitute to the "Bypass Waste and Non-Processible Waste and Disposal Guarantee."
- (1) The Company shall dispose of all accepted loaded Containers of Non-Processible Waste from the WTE Facility at the Disposal Site in accordance with all requirements of this Contract.
  - (2) The Company or its Subcontractor shall receive all loaded Containers or Trailers of Bypass Waste at the Receiving Facility. The Company or its Subcontractor shall transport all Bypass Waste from the Receiving Yard to the Disposal Site and the Company shall receive and dispose of all accepted Bypass Waste at the Disposal Site. Each load of Bypass Waste shall be fully covered and secured as required by Applicable Law so as to prevent any blowing, spilling or leakage of the material being transported. Without limiting any other requirement of this Contract, the Company or its Subcontractor shall have a sufficient number of transport vehicles and drivers available in order to ensure that all loaded Containers or Trailers of Bypass Waste can be transported and disposed of in a consistent manner throughout each Working Day accordance with this Agreement and all other applicable Contract Standards.
- (B) Containers and Vehicles. The Company shall operate and transport vehicles, or ensure such vehicles are operated and transported by its Subcontractor, in accordance with Applicable Law and shall not use transport vehicles while used in the performance of the Contract Services for transporting any other commodities, products or waste without the approval of the City in its discretion.

SECTION 5.3. BYPASS WASTE AND NON-PROCESSIBLE WASTE ACCEPTANCE AND TRANSFER OF OWNERSHIP.

- (A) Bypass Waste and Non-Processible Waste. Without limiting any Company obligation hereunder with respect to the receipt of loaded Containers of Non-Processible from the WTE Facility and the receipt and transportation of loaded Containers or Trailers of Bypass Waste from the Transfer Stations at the Receiving Facility, ownership of Bypass Waste and Non-processible Waste shall pass to the



Company at the time the Company accepts the material at the Disposal Site. After this transfer of ownership occurs and without limiting any other Company responsibility hereunder, the Company shall be responsible for all duties, costs, and liabilities associated with managing the Bypass Waste or Non-Processible Waste within the Container. Notwithstanding the foregoing, ownership and title of Unacceptable Waste shall remain with the City at all times and shall not pass to the Company.

- (B) Hazards. If a Container or Trailer is delivered by or on behalf of the City or County to the Receiving Facility or a Disposal Site with external evidence (such as smoke or extreme heat) that the Container or Trailer might contain Unacceptable Waste, or that the Company or its Subcontractor otherwise reasonably believes might contain Unacceptable Waste, the Company shall take steps it believes is necessary to protect its employees and the public from potential hazard. The City, County, or its subcontractor is responsible for reasonable costs and liabilities associated with managing Unacceptable Waste within the Container.
- (C) Identification of Vehicles. The Company shall ensure that each loaded Container or trailer, as applicable, containing Bypass Waste and Non-Processible Waste is individually identifiable for tracking purposes. The City shall ensure that each loaded vehicle containing Bypass Waste is weighed by the City or County on the Transfer Station scales prior to departure, and that each loaded vehicle containing Non-Processible Waste is weighed by the City on the WTE Facility scales prior to its departure. The Company shall maintain its own records for each loaded vehicle containing Bypass Waste and Non-Processible Waste, and the arrival of each loaded vehicle containing Bypass Waste or Non-Processible Waste at the Disposal Site. The Company shall make these records available to the City upon request and shall make current vehicle location information available to the City at any time upon request in order to respond to emergencies or for other City waste management purposes.

SECTION 5.4. ACCIDENTS DURING TRANSPORT. The Company or its Subcontractor shall transport all Bypass Waste and Nonprocessible Waste to appropriate disposal locations in accordance with the Contract Standards. The Company shall give notice to the City and all appropriate Governmental Bodies immediately upon the occurrence of any accident involving vehicles used for transportation of any Bypass Waste and Nonprocessible Waste and shall promptly commence remedial action in accordance with Applicable Law and all other applicable Contract Standards. In the event of any accident involving the Company or its Subcontractors' vehicles or any accident caused by the Company or its Subcontractors, the Company shall pay any resulting fines, assessments, penalties or damages resulting therefrom and indemnify, defend and hold harmless the City Indemnitees from any Loss-and-Expense resulting therefrom in the manner provided in Section 9.3. In the event of any accident involving the City or its Subcontractors or any accident caused by the City or its Subcontractors, the City shall pay any resulting fines, assessments, penalties or damages resulting therefrom and indemnify, defend and hold harmless the Company Indemnitees from any Loss-and-Expense to the extent resulting from the City's actions.

SECTION 5.5. SPILLAGE, LEAKAGE, LITTER, ODOR AND OTHER NUISANCES.  
Without limiting anything under subsection the Company shall:

- (1) Be responsible for the cleanup of any spillage or leakage caused by the Company or the Company's employees or Subcontractors in performing the Contract Services;
- (2) clean up any materials, including leakage of fluids, spilled by the Company or the Company's employees or Subcontractors while performing the Contract;
- (3) ensure that all Bypass Waste is contained, covered and enclosed during transport to prevent leaking, spilling, or blowing of materials;
- (4) initiate all clean-ups within two (2) hours of when the Company or the Company's employees or Subcontractors first learns of the spilling, leaking or blowing of materials caused by the Company or the Company's employees or Subcontractors in performing the Contract Services;
- (5) pick up all litter caused by the Company or the Company's employees or Subcontractors in performance of the Contract Services;
- (6) maintain or cause to be maintained the Receiving Facility in a manner that prevents odors, including through routine cleaning of such equipment; and
- (7) ensure that nuisances are not caused by the Company or the Company's employees or Subcontractors while performing the Contract Services.

## **ARTICLE VI RECORDS AND REPORTING**

### **SECTION 6.1. PERIODIC REPORTS.**

The Company shall provide to the City the following information on a monthly basis:

- (1) documentation regarding deliveries of Bypass Waste and Non-Processible Waste to the Disposal Sites, including date of delivery to the Disposal Sites, date of disposal at the Disposal Site, type and tonnage of Bypass Waste and Non-Processible Waste transported to or received at, as applicable to the Contract Services, and disposed of at the Company Sites, type of Container or Trailer (i.e., closed top or open top and compacted or uncompact) and any other related information reasonably requested by the City Representative;
- (2) a summary of any accidents that occurred during the prior month and that are required to be reported hereunder, including the date and time of each such accident, a description of the accident and a description of the actions taken by the Company in response, including all notices and reports required to be given and made hereunder;
- (3) any other information reasonably requested by the City Representative.

The City acknowledges and agrees that documentation regarding deliveries of Bypass Waste from the Transfer Stations to the Receiving Facility shall be maintained by the County or the County's Representative.

### **SECTION 6.2. ASSET AND FINANCIAL RECORDS.**

- (A) Availability of Records to City. The Company shall make available to the City upon City request all records required to be kept by the Company pursuant to Section 6.1.

**SECTION 6.3. COMPLIANCE WITH APPLICABLE LAW.**

- (A) Compliance Obligation. The Company shall perform the Contract Services in accordance with Applicable Law (including all applicable federal, State and local environmental laws, regulations, ordinances, rules, requirements, permits and other authorizations that affect the Contract Services), and shall cause all Subcontractors to comply with Applicable Law. The City shall perform its obligations under the Contract in accordance with Applicable Law with respect to the Contract Services.
- (B) Investigations of Non-Compliance. In connection with any actual or alleged event of non-compliance with Applicable Law, the Company shall, in addition to any other duties which Applicable Law may impose with respect to the Contract Services: (1) fully and promptly respond to all inquiries, investigations, inspections, and examinations undertaken by any Governmental Body for which it receives notice; (2) attend all meetings and hearings required by any Governmental Body; (3) provide all corrective action plans, reports, submittals and documentation required by and to any Governmental Body; and (4) immediately upon receipt thereof, provide the City with a true, correct and complete copy of any written notice of violation or non-compliance with Applicable Law, and true and accurate transcripts of any oral notice of non-compliance with Applicable Law, issued or given by any Governmental Body.
- (C) Fines, Penalties and Remediation. Except to the extent excused by Uncontrollable Circumstances in accordance with this Contract, in the event that the Company or any Subcontractor fails at any time to comply with Applicable Law with respect to the Contract Services, the Company shall, without limiting any other remedy available to the City upon such an occurrence and notwithstanding any other provision of this Contract: (1) immediately correct such failure and resume compliance with Applicable Law; (2) indemnify, defend and hold harmless the City Indemnitees from any Loss-and-Expense resulting therefrom in the manner provided in Section 9.3; (3) pay any resulting damages, fines, assessments, levies, impositions, penalties or other charges; (4) make all improvements and changes in operating and management practices which are necessary to assure that the failure of compliance with Applicable Law will not recur; and (5) comply with any corrective action plan filed with or mandated by any Governmental Body in order to remedy the failure to comply with Applicable Law.

**ARTICLE VII  
SERVICE FEE**

SECTION 7.1. SERVICE FEE. Beginning on the Commencement Date, the City shall pay the Company a service fee in accordance with this Section 7.1 (the "Service Fee") as the sole compensation for the Company's performance of the Contract Services under this Contract. The Service Fee shall be calculated and paid to the Company according to this Article. SECTION 7.2. DISPOSAL CHARGE. Except for any costs resulting from or associated with Unacceptable Waste, The Service Fee is an all-inclusive set fee per ton. The Service Fee shall be calculated by multiplying the total number of tons of Contract Waste accepted by the Company in a calendar

month by the applicable per-ton price for the Contract Waste. The Service Fee shall be inclusive of all costs associated with transportation (as applicable to the Contract Services provided by the Company), disposal, equipment, fees, maintenance, and any other costs necessary for the Company to perform the Contract Services and to produce the deliverables under the Contract. The Service Fee shall be based on the weights recorded at the inbound scales at the Disposal Site. The per-ton prices for Bypass Waste and Non-Processible Waste is as set forth below.

| <b>Transfer Station Site</b> | <b>Bypass Waste</b> |
|------------------------------|---------------------|
| <b>Colbert</b>               | \$58.95 / ton       |
| <b>Valley</b>                | \$58.95 / ton       |

| <b>Site</b> | <b>Bypass Waste and Non-Processible Waste</b> |
|-------------|-----------------------------------------------|
| <b>WTE</b>  | \$58.95 / ton                                 |

**SECTION 7.3 ANNUAL ADJUSTMENT.** The first full year (2024) of the contract will be the base year for assessment, each subsequent year there will be an opportunity for price adjustment using the method as follows. Price adjustment review will occur in Q4 of a given calendar year and published for both parties to review prior to effectivity date on January 1 of the following year. The first opportunity for adjustment will have an effective date of January 1<sup>st</sup>, 2025.

The City will adjust the per-ton price to reflect increases in the United States Department of Labor, Bureau of Labor Statistics, West-Size Class B/C, Consumer Price Index, for all Items for All Urban Consumers (CPI-U) (the “Index”). The adjustment factor for computing annual price adjustments shall be computed by dividing the Index number for October of the just completed year by the Index number for the previous year. In the event the Index number remains unchanged, no price adjustment will be made, and the next price adjustment shall not occur until the Index number increases to a number exceeding the highest previous Index number and shall be computed using the previous highest Index number.

Example Calculation of Annual Price Adjustments

|                    | <b>Index</b> | <b>Adjust Factor</b> | <b>Per-Ton Price/service fee</b> |
|--------------------|--------------|----------------------|----------------------------------|
| <b>Base Year N</b> | 125          |                      | \$50                             |
| <b>N+1</b>         | 125.844      | 1.030752             | \$51.54                          |
| <b>N+2</b>         | 133.315      | 1.034710             | \$53.33                          |

|      |         |           |         |
|------|---------|-----------|---------|
| N+3* | 132.474 | No Change | \$53.33 |
| N+4* | 133     | No Change | \$53.33 |
| N+5  | 137.748 | 1.033252  | \$55.10 |
| N+6  | 140.054 | 1.016741  | \$56.02 |

\*No change – Index decreased

\*\*No change – Index did not exceed highest previous Index

#### SECTION 7.4. BILLING AND PAYMENT.

(A) Billing. The Company shall invoice the City on a monthly basis the Service Fee for the preceding month. The Service Fee shall be an amount equal to the aggregate sum of all tons of Contract Waste accepted by the Company at the Disposal Sites during the preceding month in accordance with Section 7.1.

(B) Payment. The Company shall deliver to the City a complete and accurate invoice (referencing this Contract) no later than the fifteenth (15<sup>th</sup>) day of the month following the applicable Billing Period which sets forth all required Service Fee components and computations for such Billing Period as calculated for the then current Reporting Year. The City may request any reasonable documentation or information as the City may reasonably require to determine the accuracy and appropriateness of the invoice. The City shall pay the invoice no later than thirty (30) days after receipt from the Company.

SECTION 7.5. BILLING STATEMENT DISPUTES. If the City disputes any amount billed by the Company, the City may either (1) pay the disputed amount when otherwise due, and provide the Company with a written objection indicating the amount that is being disputed and providing all reasons then known to the City for its objection to or disagreement with such amount, or (2) withhold payment of the disputed amount and provide the Company with written objection as aforesaid within the time when such amount would otherwise have been payable. When any billing dispute is finally resolved, if payment by the City to the Company of amounts withheld or reimbursement to the City by the Company of amounts paid under protest is required, such payment or reimbursement shall be made within thirty (30) days after the date of resolution, with interest thereon at the Overdue Rate calculated from the date of resolution to the date of payment.

SECTION 7.6. TAXES. The Company shall be responsible for all federal, State, City and municipal Taxes and any other Tax imposed in connection with its performance of the Contract Services.

### **ARTICLE VIII DEFAULT, TERMINATION AND DISPUTE RESOLUTION**

SECTION 8.1. REMEDIES FOR BREACH. The Parties agree that, except as otherwise provided in this Article with respect to termination rights, in the event that either Party breaches this Contract, the other Party may exercise any legal rights it has under this Contract or under Applicable Law to recover damages or to secure specific performance, and that such rights to recover damages and to secure specific performance shall ordinarily

constitute adequate remedies for any such breach. Neither Party shall have the right to terminate this Contract for cause except upon the occurrence of an Event of Default.

## SECTION 8.2. EVENTS OF DEFAULT BY THE COMPANY.

(A) Events of Default Not Requiring Previous Notice or Further Cure Opportunity for Termination. Each of the following will constitute an Event of Default by the Company upon which the City, by notice to the Company, may terminate this Contract without any requirement of having given notice previously or of providing any further cure opportunity:

- (1) Performance Bond. The failure of the Company to obtain, maintain in full force and effect or renew within thirty (30) days prior to expiration the Performance Bond required by this Contract as security for the performance of this Contract;
- (2) Required Insurance. The failure of the Company to obtain and maintain in full force and effect in accordance with the requirements of this Contract any Required Insurance coverage;
- (3) Fraud or Debarment. The Company is party to fraud against the City;
- (4) Assignment or Transfer without Consent. The assignment or transfer by the Company of this Contract or any right or interest herein without the City's prior written consent required pursuant to Section 10.3(A);
- (5) Insolvency. The insolvency of the Company as determined under applicable law;
- (6) Voluntary Bankruptcy. The filing by the Company of a petition of voluntary bankruptcy under the Bankruptcy Code; and
- (7) Involuntary Bankruptcy/Receivership. The issuance of an order of a court of competent jurisdiction appointing a receiver, liquidator, custodian or trustee of the Company or of a major part of the Company's property, respectively, or the filing against the Company of a petition to reorganize the Company pursuant to the Bankruptcy Code, which order shall not have been discharged or which filing shall not have been dismissed within ninety (90) days after such issuance or filing, respectively.

(B) Events of Default Requiring Previous Notice and Cure Opportunity for Termination. It will be an Event of Default upon which a Party may terminate this Contract, by notice to the other Party, if: (1) any representation or warranty of the other Party hereunder was false or inaccurate in any material respect when made, and the legality of this Contract or the ability of the Party to carry out its obligations hereunder; or (2) the other Party fails, refuses or otherwise defaults in its duty to perform any material obligation under this Contract (unless such default is excused by an Uncontrollable Circumstance as and to the extent provided herein), except that no such default (other than those set forth in subsection (A) of this Section) will constitute an Event of Default giving the non-defaulting Party the right to terminate this Contract for cause under this subsection unless:

- (1) The non-defaulting Party has given prior written notice to the other Party stating that in its opinion a specified default in its duty to pay or perform

exists which gives the the non-defaulting Party a right to terminate this Contract for cause under this Section, and describing the default in reasonable detail; and

- (2) The defaulting Party has not initiated within a reasonable time (in any event not more than thirty (30) days from the initial default notice) and continued with due diligence to carry out to completion all actions reasonably necessary to correct the default and prevent its recurrence.
- (3) If the defaulting Party has initiated within such reasonable time and continued with due diligence to carry out to completion all such actions, the default will not constitute an Event of Default during such period of time (in any event not more than sixty (60) days from the initial default notice) as the Company continues with due diligence to carry out to completion all such actions.

- (C) Remedies Upon Event of Default. The right of termination provided under this Section upon an Event of Default is not exclusive. If this Contract is terminated for an Event of Default, the non-defaulting Party will have the right to pursue a cause of action for actual damages and to exercise all other remedies which are available to it under this Contract, and under Applicable Law. The Parties acknowledge and agree that actual damages will include the costs, fees, expenses, and damages incurred on account of the Event of Default, including, for the City, re-procurement costs and any costs in excess of the Service that are necessary provide for the Contract Services.

### SECTION 8.3. TERMINATION.

- (A) Uncontrollable Circumstances. Either Party may terminate this Contract without recourse by the other where performance is rendered impossible or impactable for reasons beyond such Party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Company's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- (B) For Cause. The City or Company may terminate this Contract if the other party is in material breach of this Contract, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Contract to the other, not fewer than thirty (30) business days prior to the effective date of the termination.
- (C) City's Cessation of Operations. The City may terminate this Contract in the event that operations at the WTE Facility cease.
- (D) Payment of Amounts Owing Through the Termination Date and Termination Costs. In the event of termination of the Contract, the City shall pay the Company all incurred amounts for the Contract Services to be paid as part of the Service Fee but not yet paid as of the Termination Date.

SECTION 8.4. OBLIGATIONS UPON TERMINATION OR EXPIRATION.

(A) Company Obligations. Upon a termination of the Company's right to perform this Contract under this Article, or upon the expiration of this Contract under Section 3.1, the Company shall, as applicable:

- (1) stop the Contract Services on the date and to the extent specified by the City;
- (2) notify the City promptly in writing of any Legal Proceedings against the Company by any Subcontractor or other third parties relating to the termination of this Contract;
- (3) give written notice of termination, effective as of the Termination Date, promptly under each policy of Required Insurance (with a copy of each such notice to the City), but permit the City to continue such policies thereafter at its own expense, if possible;

SECTION 8.5. SURVIVAL OF CERTAIN PROVISIONS UPON TERMINATION.

All representations and warranties of the Parties contained in this Contract, the indemnity obligations in this Contract with respect to events that occurred prior to the Termination Date or during the Company's provision of the transition services under Section 9.2, and the City's indemnity obligations with respect to Unacceptable Waste, and all other provisions of this Contract that so provide shall survive the termination of this Contract, subject to any statute of limitation provisions of Applicable Law. No termination of this Contract shall (1) limit or otherwise affect the respective rights and obligations of the Parties accrued prior to the date of such termination; or (2) preclude either Party from impleading the other Party in any Legal Proceeding originated by a third party as to any matter occurring during the Term to the extent permitted under Applicable Law.

SECTION 8.6. NO WAIVERS. No action of the City or the Company under this Contract (including any investigation or payment), and no failure to act, shall constitute a waiver by either Party of the other Party's compliance with any term or provision of this Contract. No course of dealing or delay by the City or the Company in exercising any right, power or remedy under this Contract shall operate as a waiver thereof or otherwise prejudice such Party's rights, powers and remedies. No single or partial exercise of (or failure to exercise) any right, power or remedy of the City or the Company under this Contract shall preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

SECTION 8.7. NO CONSEQUENTIAL OR PUNITIVE DAMAGES. In no event shall either Party be liable to the other or obligated in any manner to pay to the other any special, incidental, consequential, punitive or similar damages based upon claims arising out of or in connection with the performance or non-performance of its obligations or otherwise under this Contract, or the material falseness or inaccuracy of any representation made in this Contract, whether such claims are based upon contract, tort, negligence, warranty or other legal theory; provided, however, that the waiver of the foregoing damages under this Section is intended to apply only to disputes and claims as between the City and the Company. Nothing in this Section



shall limit the obligation of a Party to indemnify, defend and hold harmless the other Party for any special, incidental, consequential, punitive or similar damages payable to third parties resulting from any act or circumstance for which the Party is obligated to indemnify the other Party.

**SECTION 8.8. FORUM FOR DISPUTE RESOLUTION.** It is the express intention of the Parties that all Legal Proceedings related to this Contract or to the Transfer Stations, any Company Provided Facility or to any rights or any relationship between the Parties arising from this Contract shall be solely and exclusively initiated and maintained in the Washington State Superior Court for Spokane County. The Company and the City each irrevocably consents to the jurisdiction of that court in any such Legal Proceedings, waives any objection it may have to so laying the jurisdiction of any such Legal Proceeding, and the Company and City waives its right to a trial by jury.

**SECTION 8.9. NON-BINDING MEDIATION.**

- (A) **Rights to Request and Decline.** Either Party may request Non-Binding Mediation of any dispute arising under this Contract. The non-requesting Party may decline the request in its sole discretion. If there is concurrence that any particular matter shall be mediated, the provisions of this Section shall apply. The costs of such Non- Binding Mediation, except for attorneys' fees and expert fees incurred by the Parties, shall be divided and shared equally between the City and the Company.
- (B) **Procedure.** The Mediator shall be selected based on mutual agreement of the Parties. The selected Mediator will have no current or on-going relationship to either Party. The Mediator shall have full discretion as to the conduct of the mediation. Each Party shall participate in the Mediator's program to resolve the dispute until and unless the Parties reach agreement with respect to the disputed matter or one Party determines in its sole discretion that its interests are not being served by the mediation.
- (C) **Non-Binding Effect.** Mediation is intended to assist the Parties in resolving disputes over the correct interpretation or application of this Contract. No Mediator shall be empowered to render a binding decision.
- (D) **Relation to Judicial Legal Proceedings.** Nothing in this Section shall operate to limit, interfere with or delay the right of either Party under this Article to commence judicial Legal Proceedings upon a breach of this Contract by the other Party, whether in lieu of, concurrently with, or at the conclusion of any Non-Binding Mediation.

**SECTION 8.10. CONTINUANCE OF PERFORMANCE DURING DISPUTE.** Unless otherwise directed in writing by City, at all times during the course of any dispute resolution procedure or Legal Proceeding, the Company shall continue with the performance of all Contract Services in a diligent manner and in accordance with the applicable provisions of this Contract. The City shall continue to satisfy its uncontested payment obligations to the Company during the pendency of any such dispute, subject to the terms and conditions of this Contract. Records of the Contract Services performed during such time shall be kept in accordance with the applicable provisions of this Contract.

**ARTICLE IX**  
**INSURANCE, UNCONTROLLABLE CIRCUMSTANCES AND INDEMNIFICATION**

SECTION 9.1. REQUIRED INSURANCE. During the term of the contract, the Firm shall maintain in force at its own expense, each insurance coverage noted below:

- (A) Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.
- (B) General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Firm's services to be provided under this contract.
- (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.

There shall be no cancellation the insurance coverage(s) without thirty (30) days written notice from the Firm or its insurer(s) to the City.

- (D) As evidence of the insurance coverages required by this contract, the Firm shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. The Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

SECTION 9.2. UNCONTROLLABLE CIRCUMSTANCES.

- (A) Relief from Obligations. Except as expressly provided in this Contract, a Party shall not be liable to the other Party for any loss, damage, delay, default or failure to perform any obligation to the extent resulting from an Uncontrollable Circumstance. The Parties agree that the relief for an Uncontrollable Circumstance shall apply to all obligations in this Contract, except to the extent specifically provided otherwise, notwithstanding that such relief is specifically mentioned with respect to certain obligations in this Contract but not other obligations. The occurrence of an Uncontrollable Circumstance shall not excuse or delay the performance of a Party's obligation to pay monies previously accrued and owing under this Contract, or to perform any obligation hereunder not affected by the occurrence of the Uncontrollable Circumstances.
- (B) Notice and Mitigation. The Party that asserts the occurrence of an Uncontrollable Circumstance shall notify the other Party by telephone, facsimile or email (accompanied by a telephone call to the City's Contract Representative), on or promptly after the date the Party experiencing such

Uncontrollable Circumstance first knew of the occurrence thereof, followed within fifteen (15) days by a written description of: (1) the Uncontrollable Circumstance and the cause thereof (to the extent known); (2) the date the Uncontrollable Circumstance began, its estimated duration, and the estimated time during which the performance of such Party's obligations hereunder shall be delayed, or otherwise affected; (3) the estimated amount, if any, by which the Service Fee may need to be adjusted as a result of such Uncontrollable Circumstance; (4) its estimated impact on the other obligations of such Party under this Contract; and (5) potential mitigating actions which might be taken by the Company or City and any areas where costs might be reduced and the approximate amount of such cost reductions. As soon as practicable after the occurrence of an Uncontrollable Circumstance, the affected Party shall also provide prompt written notice of the cessation of such Uncontrollable Circumstance. Whenever an Uncontrollable Circumstance occurs, the Party claiming to be adversely affected thereby shall, as promptly as reasonably possible, use all reasonable efforts to eliminate the cause thereof, mitigate and limit damage to itself and the other Party, and resume full performance under this Contract. While the Uncontrollable Circumstance continues, the affected Party shall give notice to the other Party, before the first day of each succeeding month, updating the information previously submitted. The Party claiming to be adversely affected by an Uncontrollable Circumstances shall bear the burden of proof and shall furnish promptly any additional documents or other information relating to the Uncontrollable Circumstance reasonably requested by the other Party. The Company shall furnish promptly any additional documents or other information relating to the Uncontrollable Circumstance reasonably requested by the City.

- (C) Conditions to Cost, Performance and Schedule Relief. If and to the extent that Uncontrollable Circumstances interfere with, delay or increase the cost of the Company's performing the Contract Services in accordance herewith, and the Company has given timely notice as required by subsection (B) of this Section, the Company shall be entitled to an increase in the Service Fee, relief from its performance obligations, or an extension of schedule which properly reflects the increased cost, the interference with performance, or the time lost as a result thereof, in each case only to the minimum extent reasonably forced on the Company by the event, and the Company shall perform all other Contract Services. In the event that the Company believes it is entitled to any Service Fee, performance or schedule relief on account of any Uncontrollable Circumstance, it shall furnish the City written notice of the specific relief requested and detailing the event giving rise to the claim within ten (10) days after the giving of notice delivered pursuant to subsection (B) of this Section. Within thirty (30) days after receipt of such a timely submission from the Company, the City shall issue a written determination as to the extent, if any, it concurs with the Company's claim for Service Fee, performance or schedule relief, and the reasons therefor. The Company acknowledges that its failure to give timely notice pertaining to an Uncontrollable Circumstance as required under this Section may adversely affect the City. To the extent the City asserts that any such adverse effect has occurred and that the adjustment to the Company under this subsection should be reduced to account for such adverse effect, the Company shall have the affirmative burden of refuting the City's assertion. Absent such refutation, the reduction in adjustment to the Company asserted by the City in such circumstances shall be effective. The agreement of the Parties as to the specific relief to the Company on account of an Uncontrollable Circumstance shall be evidenced by a Contract Administration Memorandum or a Contract Amendment, as applicable.

(D) Acceptance of Relief Constitutes Release. The Company's acceptance of any Service Fee, performance or schedule relief under this Section shall be construed as a release of the City by the Company (and all persons claiming by, through or under the Company) for any and all Loss-and-Expense resulting from, or otherwise attributable to, the event giving rise to the relief claimed.

### SECTION 9.3. INDEMNIFICATION

The Company 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 Company's negligence or willful misconduct under this Contract, including attorneys' fees and litigation costs; provided that nothing herein shall require a Company 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 Company'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 Company, its agents or employees. The Company specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Company's own employees against the City and, solely for the purpose of this indemnification and defense, the Company specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The 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.

The City shall defend, indemnify, and hold the Company and its officers, directors, shareholders, agents, representatives 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 City's negligence or willful misconduct under this Contract, including attorneys' fees and litigation costs; provided that nothing herein shall require the City to indemnify the Company against and hold harmless the Company from claims, demands or suits based solely upon the negligence of the Company, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the City's agents or employees and the Company, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the City, its agents or employees. Additionally, the City specifically assumes liability and agrees to defend, indemnify, and hold the Company harmless for all claims, demands, damages, losses, costs, fines, penalties or suits (including, without limitation, all remediation costs and regulatory fines) related to or arising out of Unacceptable Waste. The indemnity and agreement to defend and hold the Company harmless provided for in this section shall survive any termination or expiration of this agreement.

## **ARTICLE X MISCELLANEOUS**

SECTION 10.1. RELATIONSHIP OF THE PARTIES. The Company is an independent Company of the City and the relationship between the Parties shall be limited to performance of this Contract in accordance with its terms. Neither Party shall have any responsibility with respect

to the services to be provided or contractual benefits assumed by the other Party. Nothing in this Contract shall be deemed to constitute either Party a partner, agent or legal representative of the other party. No liability or benefits, such as workers compensation, pension rights or liabilities, or other provisions or liabilities arising out of or related to a contract for hire or employer/employee relationship, shall arise or accrue to any Party's agent or employee as a result of this Contract or the performance thereof.

SECTION 10.2. LIMITED RECOURSE TO CITY. No recourse shall be had to the general fund or general credit of the City for the payment of any amount due the Company hereunder, whether on account of the Service Fee or for any payment or claim of any nature arising from the performance or non-performance of the City's obligations hereunder. The sole recourse of the Company for all such amounts shall be to the funds held in the City's Solid Waste Disposal Enterprise Fund, as described in the City's annual audit report. All amounts held in the Solid Waste Disposal Enterprise Fund shall be held for the uses permitted and required thereby, and no such amounts shall constitute property of the Company.

SECTION 10.3. ASSIGNMENT.

- (A) By the Company. The Company shall not assign, transfer, convey, sell, lease, encumber or otherwise dispose of (collectively, "transfer") this Contract, its right to execute the same, or its right, title or interest in all or any part of this Contract or any monies due hereunder whatsoever prior to their payment to the Company, whether legally or equitably, by power of attorney or otherwise, without the prior written consent of the City. For purposes of this Section, transfer includes the acquisition of a controlling interest in the Company by another Party, through any process of merger, acquisition, stock transfer or other transaction. Notwithstanding the foregoing, the Company may transfer this Contract, its right to execute the same, or its right, title or interest in all or any part of this Contract or any monies due hereunder whatsoever prior to their payment to the Company to an affiliate within its same corporate structure without the prior written consent of the City.

Any such approval given in one instance shall not relieve the Company of its obligation to obtain the prior written approval of the City to any further assignment. Any such assignment of this Contract which is approved by the City shall require the assignee of the Company to assume the performance of and observe all obligations, representations and warranties of the Company under this Contract, and no such assignment shall relieve the Guarantor of any of its obligations under the Guaranty Agreement, which shall remain in full force and effect during the Term. The approval of any assignment, transfer or conveyance shall not operate to release the Company in any way from any of its obligations under this Contract unless such approval specifically provides otherwise.

SECTION 10.4. AMENDMENT AND WAIVER.

- (A) Contract Amendments. Notwithstanding the provisions of Section 16.13, no material change, alteration, revision or modification of the terms and conditions of this Contract shall be made except through a written amendment to this Contract duly authorized, approved or ratified by the City and duly authorized by the Company (a "Contract Amendment").

- (B) Waiver. Any of the terms, covenants, and conditions of this Contract may be waived at any time by the Party entitled to the benefit of such term, covenant or condition if such waiver is in writing and executed by the Party against whom such waiver is asserted.

SECTION 10.5. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Company agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Company.

SECTION 10.6. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Contract. Company will comply with the Copeland “Anti-Kickback” Act (40 USC 3145), as supplemented by Department of Labor Regulations (29 CFR Part 3, “Companies and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”).

SECTION 10.7. 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 annual business registration. The Company 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 Company 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.

SECTION 10.8. NOTICES.

- (A) Procedure. Except as specifically provided in subsection herein with respect to the initial notice of an Uncontrollable Circumstance, all notices, consents, approvals or written communications given pursuant to the terms of this Contract shall be: (1) in writing and delivered in person; (2) transmitted by certified mail, return, receipt requested, postage prepaid or by overnight courier utilizing the services of a nationally-recognized overnight courier service with signed verification of delivery; or (3) given by email if a signed original is deposited in the United States Mail within two days after transmission. Notices shall be deemed given only when actually received at the address first given below with respect to each Party. Either Party may, by like notice, designate further or different addresses to which subsequent notices shall be sent.
- (B) Company Notice Address. Notices required to be given to the Company shall be addressed as follows:

Waste Management of Washington, Inc.  
720 4<sup>th</sup> Avenue, Suite 400  
Kirkland, Washington 98033  
Attn: Area Director, Public Sector Services  
Email: mevans4@wm.com

With a copy to:  
Waste Management of Washington, Inc.  
7227 NE 55<sup>th</sup> Ave.  
Portland, Oregon 97218  
Attn: Senior Legal Counsel

(C) City Notice Address. Notices required to be given to the City shall be addressed as follows:

City of Spokane  
Waste-to-Energy Facility  
2900 South Geiger Boulevard, Spokane, Washington 99224  
Attn: Director Solid Waste Management  
[Cavertyt@Spokanecity.org](mailto:Cavertyt@Spokanecity.org)

With a copy to:  
City Attorney's Office  
808 W. Spokane Falls Blvd, Floor 5  
Spokane, WA 99220

SECTION 10.9. NOTICE OF LITIGATION. In the event the Company or City receives notice of or undertakes the defense or the prosecution of any Legal Proceedings, claims, or investigations in connection with the Contract Services, the Party receiving such notice or undertaking such prosecution shall give the other Party timely notice of such proceedings and shall inform the other Party in advance of all hearings regarding such proceedings.

SECTION 10.10. FURTHER ASSURANCES. The City and Company each agree to execute and deliver such further instruments and to perform any acts that may be necessary or reasonably requested in order to give full effect to this Contract. The City and the Company, in order to carry out this Contract, each shall provide such information, execute such further instruments and documents and take such actions as may be reasonably requested by the other and not inconsistent with the provisions of this Contract and not involving the assumption of obligations or liabilities different from or in excess of or in addition to those expressly provided for herein.

**IN WITNESS WHEREOF**, the Parties have caused this Contract to be executed by their duly authorized representatives on the day and year first set forth above.

**CITY OF SPOKANE**

By \_\_\_\_\_

Signature

Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

Attest:

Approved as to Form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

**WASTE MANAGEMENT OF WASHINGTON,  
INC.**

By \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

STATE OF

CITY OF

ss:

I certify that I know or have satisfactory evidence that the above  
\_\_\_\_\_  
is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged as the authorized agent for the Company to be the free and voluntary act of the Company for the uses and purposes mentioned in this instrument.

DATED this \_\_\_\_ day of \_\_\_\_\_ 202\_\_.

\_\_\_\_\_  
(Signature of Notary)



\_\_\_\_\_  
(Legibly Print or Stamp Name of Notary)  
Notary public in and for the State of Washington,  
residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_

## APPENDIX 3

### CONTAINERS

#### CONTAINERS AND CHASSIS.

(A) Containers:

- (1) Company shall provide containers or trailers that have the following features:
  - (a) Closed top designed for intermodal refuse transport, barge, or over the road;  
Rigid and durable, designed to transport a minimum payload of 30 tons;
  - (b) Corrosion resistant; Smooth interior walls and floors;
  - (c) Rear loading doors with heavy duty rubber seals that are safe and may be easily opened and closed manually by City personnel; 100% leak-proof to a height of 24" from the container floor;  
  
No sharp edges or other hazardous conditions; and
  - (d) Painted with a unique alpha-numeric identification number.
- (2) The Company will inspect the container doorway seals and locking mechanisms and the overall condition of the container to ensure that it conforms to this Contract.

Company shall ensure containers or trailers are available at the Receiving Facilities at all times unless otherwise agreed to by City Representative.

- (3) Following delivery to the Disposal Site, all Bypass Waste or Non-Processible Waste, as applicable, shall be removed from each container or trailer. The Company shall clean each container as necessary to comply with the requirements of the jurisdictional health department(s) and to mitigate malodor, unsightliness, or the attraction of vectors.

(B) Maintenance:

- (1) Containers shall be properly maintained in a safe working condition at all

times.

Containers shall be maintained by the Company in accordance with the manufacturer's recommended maintenance.

The Company shall replace any container that does not meet the requirements specified in this Contract.

- (2) Containers or trailers shall be maintained in a neat and sanitary manner including, but not limited to, washing and sanitizing the inside and outside of all containers and chassis and trailers with a suitable disinfectant and deodorant as needed.

Containers shall be maintained to avoid leakage or spillage of waste from the container while in transit or storage.

- (3) Containers shall be inspected at least monthly and repaired as necessary for loose fitting doors, damage to doors, seals or locking mechanisms, blocked vents, corrosion, leaks, frayed or ripped tarps on Open Top containers or trailers, or other damage incurred during loading, transport, handling and disposal of solid waste.

If a container or trailer becomes legally inoperable while in transit the Company will uncouple the container and return for a replacement container. The Company shall be responsible for removing and repairing the disabled container, and shall transport and dispose of its solid waste load.

- (4) The Company shall provide containers in sufficient quantities to allow operations to continue without delay in the event of scheduled or unscheduled maintenance.

**APPENDIX 1**

**PERFORMANCE BOND**

We, **Waste Management of Washington, Inc.**, as principal, and \_\_\_\_\_, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of \_\_\_\_\_ (\$\_\_\_\_\_) for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **SERVICE CONTRACT FOR TRANSPORT AND DISPOSAL OF BYPASS AND NON PROCESSIBLE WASTE**. If the principal shall:

promptly and faithfully perform the Contract, and any contractual guaranty and indemnify and hold harmless the City from all loss, damage or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors.

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the Contract or this bond, shall be conclusive against the principal and the Surety, not only as to the amount of damages, but also as to their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on \_\_\_\_\_

**WASTE MANAGEMENT OF WASHINGTON, INC.**

AS PRINCIPAL

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_,  
AS SURETY

A valid POWER OF ATTORNEY for the Surety's agent must accompany this bond.

By: \_\_\_\_\_  
Its Attorney in Fact

STATE OF WASHINGTON )



## **RFP Draft Contract Appendices**

### **APPENDIX 2 INSURANCE REQUIREMENTS**

#### **1. Insurance Coverage**

During the term of the contract, the Company shall maintain in force at its own expense, each insurance coverage noted below:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Firm's services to be provided under this contract.
- 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.

As evidence of the insurance coverages required by this contract, the Company shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. The certificate shall include the City as a blanket additional insured, and include applicable policy endorsements, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

**APPENDIX 3**

**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:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;  
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;

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,

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

**RFP Draft Contract Appendices**

the contract.

|                                                                            |                                        |
|----------------------------------------------------------------------------|----------------------------------------|
| _____<br>Name of Subrecipient / Contractor / Consultant<br>(Type or Print) | _____<br>Program Title (Type or Print) |
| _____<br>Name of Certifying Official (Type or Print)                       | _____<br>Signature                     |
| _____<br>Title of Certifying Official (Type or Print)                      | _____<br>Date (Type or Print)          |

**Bid Response Summary**

**Bid Number** RFP 5817-23  
**Bid Title** Transportation and Disposal of Incinerator Ash and Bypass Waste  
**Due Date** Monday, March 20, 2023 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]  
**Bid Status** Closed to Bidding  
**Company** Waste Management of Washington, Inc.  
**Submitted By** kgimpel1@wm.com kgimpel1@wm.com - Monday, March 20, 2023 9:17:35 AM [(UTC-08:00) Pacific Time (US & Canada)]  
kgimpel1@wm.com

**Comments****Question Responses**

| Group                     | Reference Number | Question                                                                                                                                                                                                                                                                                                                                                                                                                         | Response                |
|---------------------------|------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| MANDATORY Pre-Bid Meeting |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                  |                         |
|                           | 1                | A MANDATORY pre-bid conference will be held on Tuesday, January 31st, 2023: Starting at 8:00 A.M. at the Waste to Energy Facility (WTE), Administration Office, 2900 S Geiger Blvd, Spokane WA 99224, and then continuing at the Valley Transfer Station at 11:00 A.M., and then continuing at the Colbert Transfer Station at 2:00 P.M. This meeting is MANDATORY only bidders who attended would be able to submit a proposal. | AGREED AND ACKNOWLEDGED |
|                           | 2                | Bidder realize if it did not attend the Mandatory Pre-Bid Meeting, it will be non-responsive, and therefore, cannot submit a bid.                                                                                                                                                                                                                                                                                                | AGREED AND ACKNOWLEDGED |
| PROPOSER ACKNOWLEDGMENTS: |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                  |                         |
|                           | 1                | Proposer Acknowledges receipt of Addenda by entering quantity of Addenda here (enter 0 if none have been issued):                                                                                                                                                                                                                                                                                                                | 2                       |
|                           | 2                | Proposer agrees and acknowledges that Request for Proposal document(s) and all related information has been read and understood.                                                                                                                                                                                                                                                                                                 | AGREED AND ACKNOWLEDGED |
|                           | 3                | Proposer agrees and acknowledges compliance with Terms and Conditions in Informal Request for Proposal document(s). If answer is " AGREED WITH EXCEPTION IDENTIFIED", 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.                                                                   | AGREED AND ACKNOWLEDGED |
|                           | 4                | Proposer acknowledges and agrees with Paragraph 4.4 Award/Rejection of Proposal/Contract.                                                                                                                                                                                                                                                                                                                                        | AGREED AND ACKNOWLEDGED |



|                      |                                                                                                                                                                                                                                                                                       |                                            |
|----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|
| 5                    | Proposer agrees and acknowledges that proprietary information must be included in Proposal submittal on separate page(s) and clearly identified as "Proprietary". See "Proprietary Information/Public Disclosure" Paragraph in the Terms & Conditions for public record requirements. | AGREED AND ACKNOWLEDGED                    |
| 6                    | Proposer has included Cover Letter with Proposal combined into one document per Section 3 "Proposal Content" instructions.                                                                                                                                                            | YES                                        |
| 7                    | Provide the name, phone number and email address for point of contact person regarding this Proposal.                                                                                                                                                                                 | Ken Gimpel 509-435-6961<br>kgimpel1@wm.com |
| 8                    | Provide the name, phone number, and email address for the person in your Firm that would potentially sign a contract through the DocuSign process used by the City.                                                                                                                   | Jason Rose 425-814-7831 jrose@wm.com       |
| DOCUMENTS TO UPLOAD: |                                                                                                                                                                                                                                                                                       |                                            |
| 1                    | Upload Request for Proposal Response (your Firm's Proposal). Combine documents as needed. Only one document can be uploaded in this line item.                                                                                                                                        | Spokane 2023 Proposal - Final.pdf          |
| 2                    | Upload Addenda documents if applicable and if not combined with uploaded Proposal response. Combine documents as needed. Only one document can be uploaded in this line item.                                                                                                         | Addendum 1 & 2.pdf                         |
| 3                    | Upload any other information required or desired. Combine documents as needed. Only one document can be uploaded in this line item.                                                                                                                                                   |                                            |
| 4                    | Upload any other information required or desired. Combine documents as needed. Only one document can be uploaded in this line item.                                                                                                                                                   |                                            |

**Full bid packet on file for review through the City of Spokane's  
City Clerks Public Records Search tool found here:**

**<https://publicdocs.spokanecity.org/cityclerkrecords/>**

**File Number: OPR 2023-1043**



**Agenda Sheet for City Council Meeting of:**  
10/16/2023

|                       |               |
|-----------------------|---------------|
| <b>Date Rec'd</b>     | 10/4/2023     |
| <b>Clerk's File #</b> | OPR 2020-0096 |
| <b>Renews #</b>       |               |

|                           |                                                         |                      |          |
|---------------------------|---------------------------------------------------------|----------------------|----------|
| <b>Submitting Dept</b>    | INTEGRATED CAPITAL MANAGEMENT                           | <b>Cross Ref #</b>   |          |
| <b>Contact Name/Phone</b> | INGA NOTE 625-6331                                      | <b>Project #</b>     | 2016089  |
| <b>Contact E-Mail</b>     | INOTE@SPOKANECITY.ORG                                   | <b>Bid #</b>         |          |
| <b>Agenda Item Type</b>   | Contract Item                                           | <b>Requisition #</b> | CR 25404 |
| <b>Agenda Item Name</b>   | 4250 – CONTRACT AMENDMENT WITH KPFF FOR FISH LAKE TRAIL |                      |          |

**Agenda Wording**  
Contract amendment with KPFF for the Fish Lake Trail Connection Study.

**Summary (Background)**  
Additional \$18,000 to complete Fish Lake Trail Connection Study and extend the contract through December 31, 2024. Total contract cost \$350,355.00.

|                      |                                |                  |
|----------------------|--------------------------------|------------------|
| Lease? NO            | Grant related? NO              | Public Works? NO |
| <b>Fiscal Impact</b> | <b>Budget Account</b>          |                  |
| Expense \$ 18,000.00 | # 3200-49828-42300-54201-86088 |                  |
| Select \$            | #                              |                  |
| Select \$            | #                              |                  |
| Select \$            | #                              |                  |

|                             |                     |                                      |              |
|-----------------------------|---------------------|--------------------------------------|--------------|
| <b>Approvals</b>            |                     | <b>Council Notifications</b>         |              |
| <b>Dept Head</b>            | DAVIS, MARCIA       | <b>Study Session\Other</b>           | PIES 9/25/23 |
| <b>Division Director</b>    | FEIST, MARLENE      | <b>Council Sponsor</b>               | Bingle       |
| <b>Finance</b>              | ALBIN-MOORE, ANGELA | <b>Distribution List</b>             |              |
| <b>Legal</b>                | BEATTIE, LAUREN     | ddaniels@spokanecity.org             |              |
| <b>For the Mayor</b>        | JONES, GARRETT      | icmaccounting@spokanecity.org        |              |
| <b>Additional Approvals</b> |                     | eraea@spokanecity.org                |              |
| <b>Purchasing</b>           | WAHL, CONNIE        | inote@spokanecity.org                |              |
|                             |                     | nsulya@spokanecity.org               |              |
|                             |                     | kpicanco@spokanecity.org             |              |
|                             |                     | Signee: Pat Sloan pat.sloan@kpff.com |              |

## Committee Agenda Sheet

### Public Infrastructure, Environment, & Sustainability

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Submitting Department</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Integrated Capital Management                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Contact Name &amp; Phone</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Inga Note 625-6331, Kevin Picanco                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Contact Email</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <a href="mailto:inote@spokanecity.org">inote@spokanecity.org</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Council Sponsor(s)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Councilperson Bingle                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Select Agenda Item Type</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested: 5 min                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Agenda Item Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Fish Lake Trail Connection Study contract amendment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Summary (Background)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Council approved a contract amendment in summer 2021 that allowed for the evaluation of a fifth alignment for the trail. Staff elected to add on a topographic survey to get a head start on the final design phase (now out with an RFQ to select a designer). The survey work combined with some remaining cultural resource and environmental work ended up short on budget. This amendment would add \$18,000 to the contract to finalize the work. The additional contract amount will come from the Paths and Trails fund. The new contract total will be \$350,355. |
| <b>Proposed Council Action &amp; Date:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Approval of contract amendment on 10/9/2023 or 10/16/2023                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Fiscal Impact:</b><br>Total Cost:<br>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A<br><br>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring<br>Specify funding source: Paths and Trails Fund<br><br>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring<br><br>Other budget impacts: revenue generating, match requirements, etc. |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Operations Impacts</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| What impacts would the proposal have on historically excluded communities?<br><br><i>It will benefit residents of West Central to have a connection to the Fish Lake Trail and Sunset Highway Pathway.</i>                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 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?<br><i>No data will be collected.</i>                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?<br><i>No specific data collection is planned.</i>                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 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?<br><br><i>This proposal aligns with the Comprehensive Plan, Bicycle Plan and the Capital Improvement Program, as there is significant support to make the connection between the Fish Lake Trail and Centennial Trail.</i>                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

# Expenditure Control Form



- 1. All requests being made, including those against master agreements, must be accompanied by this form.
- 2. All requests requiring City Council approval exceeding \$100,000 must be accompanied by this form.
- 3. Route **ALL** requests to the Division Director first and then the CFO for signature.
- 4. The CFO will route for signature to the City Administrator.

**Today's Date:** 9/26/23

**Type of expenditure:**

Goods  Services

**Department:** Integrated Capital Management

**Approving Supervisor:** Marcia Davis

**Amount of Proposed Expenditure:** \$18,000 addition to existing contract

Is this against a master agreement? If yes, please provide the number: OPR 2020-0096

**Funding Source** Paths and Trails fund

**Please verify correct funding sources. Indicate breakdown if more than one funding source.**

**Why is this expenditure necessary now?**

So we can finalize the work on the Fish Lake Trail Connection Study and be ready to move to the final design and construction phase which is funded through a federal grant.

**What are the impacts if expenses are deferred?**

Contract will be short on funds.

**What alternative resources have been considered?**

We considered the arterial street fund, but decided Paths and Trails was a better fit.

**Description of the goods or service and any additional information?**

Finalize survey, cultural resource and environmental work.

**Person Submitting Form/Contact:** Inga Note

**Division Director:**  
*Marlene Feist*

**CFO Signature:**  
*Tonya Wallace*

**City Administrator Signature:**  
\_\_\_\_\_

**Additional Comments:**









# ECF - ICM Fish Lake Trail Connection Study Contract Increase

Final Audit Report

2023-09-26

|                 |                                              |
|-----------------|----------------------------------------------|
| Created:        | 2023-09-26                                   |
| By:             | Brittany Kraft (bkraft@spokanecity.org)      |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAACbKYoAI1vqBRIWQqRwGeXHBpnEimsyLs |

## "ECF - ICM Fish Lake Trail Connection Study Contract Increase" History

-  Document created by Brittany Kraft (bkraft@spokanecity.org)  
2023-09-26 - 8:56:46 PM GMT- IP address: 174.31.101.171
-  Document emailed to Marlene Feist (mfeist@spokanecity.org) for signature  
2023-09-26 - 8:57:21 PM GMT
-  Email viewed by Marlene Feist (mfeist@spokanecity.org)  
2023-09-26 - 9:53:16 PM GMT- IP address: 155.190.3.6
-  Document e-signed by Marlene Feist (mfeist@spokanecity.org)  
Signature Date: 2023-09-26 - 9:53:39 PM GMT - Time Source: server- IP address: 155.190.3.6
-  Document emailed to Tonya Wallace (twallace@spokanecity.org) for signature  
2023-09-26 - 9:53:40 PM GMT
-  Email viewed by Tonya Wallace (twallace@spokanecity.org)  
2023-09-26 - 10:03:28 PM GMT- IP address: 198.1.39.252
-  Document e-signed by Tonya Wallace (twallace@spokanecity.org)  
Signature Date: 2023-09-26 - 10:03:42 PM GMT - Time Source: server- IP address: 198.1.39.252
-  Agreement completed.  
2023-09-26 - 10:03:42 PM GMT



**City of Spokane**  
**CONTRACT EXTENSION  
WITH COST**  
Title: **Fish Lake Trail Connection Study**

This Contract Extension including additional compensation is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **KPFF Consulting Engineers, Inc.**, whose address is 1601 Fifth Avenue, Suite 1600, Seattle, Washington 98101 as ("**Consultant**"), individually hereafter referenced as a "Party", and together as the "Parties".

*WHEREAS, the parties entered into a Contract wherein the **Consultant** agreed to perform the Fish Lake Trail Connection Study for the City; and*

*WHEREAS, additional time is required, and thus the Contract time for performance needs to be formally extended by this written document.*

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

**1. CONTRACT DOCUMENTS.**

The Contract, dated May 12, 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 Extension shall become effective on September 12, 2023.

**3. EXTENSION.**

The contract documents are hereby extended and shall run through December 31, 2024.

**4. COMPENSATION.**

The City shall pay an additional amount not to exceed **EIGHTEEN THOUSAND AND NO/100 DOLLARS (\$18,000.00)** for everything furnished and done under this Contract Extension.

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

**KPFF CONSULTING ENGINEERS, INC.**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature Date

By \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

**Attachments that are part of this Contract Extension:**

N/A

U2023-079



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

10/16/2023

|                       |               |
|-----------------------|---------------|
| <b>Date Rec'd</b>     | 10/4/2023     |
| <b>Clerk's File #</b> | OPR 2016-0750 |
| <b>Renews #</b>       |               |
| <b>Cross Ref #</b>    |               |
| <b>Project #</b>      |               |
| <b>Bid #</b>          | SOLE SOURCE   |
| <b>Requisition #</b>  | CR 25451      |

|                           |                                                                         |
|---------------------------|-------------------------------------------------------------------------|
| <b>Submitting Dept</b>    | WATER & HYDROELECTRIC SERVICES                                          |
| <b>Contact Name/Phone</b> | LOREN SEARL 625-7821                                                    |
| <b>Contact E-Mail</b>     | LSEARL@SPOKANECITY.ORG                                                  |
| <b>Agenda Item Type</b>   | Contract Item                                                           |
| <b>Agenda Item Name</b>   | 4100 - WATER RENEWAL OF METER READING SUPPORT SERVICES CONTRACT W/ITRON |

**Agenda Wording**

Approve renewal of Meter Reading Support Services Contract with Itron, Inc. (Liberty Lake, WA) for a not to exceed amount of \$14,112.93 plus sales tax. The cumulative cost over seven (7) years for this contract is \$173,959.90.

**Summary (Background)**

In 2016, the City's Accounting department initiated a minor contract for support services needed for the Water department's meter reading product. That contract has since been renewed on an annual basis. . This renewal will support use of the existing product through June 2024. This will be the last renewal of this contract. A new contract will be executed in 2024.

Lease? NO Grant related? NO Public Works? NO

|                                     |                       |
|-------------------------------------|-----------------------|
| <b>Fiscal Impact</b>                | <b>Budget Account</b> |
| Expense \$ 14,112.93 plus sales tax | # tbd                 |
| Select \$                           | #                     |
| Select \$                           | #                     |
| Select \$                           | #                     |

|                             |                     |                              |              |
|-----------------------------|---------------------|------------------------------|--------------|
| <b>Approvals</b>            |                     | <b>Council Notifications</b> |              |
| <b>Dept Head</b>            | MCINTOSH, SETH      | <b>Study Session\Other</b>   | PIES 8/28/23 |
| <b>Division Director</b>    | FEIST, MARLENE      | <b>Council Sponsor</b>       | CP Kinnear   |
| <b>Finance</b>              | ALBIN-MOORE, ANGELA | <b>Distribution List</b>     |              |
| <b>Legal</b>                | BEATTIE, LAUREN     | tprince@spokanecity.org      |              |
| <b>For the Mayor</b>        | JONES, GARRETT      | treiss@spokanecity.org       |              |
| <b>Additional Approvals</b> |                     | joel.vach@itron.com          |              |
| <b>Purchasing</b>           | PRINCE, THEA        |                              |              |
|                             |                     |                              |              |
|                             |                     |                              |              |
|                             |                     |                              |              |

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Submitting Department</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Water Department                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Contact Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Tonya Reiss                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Contact Email &amp; Phone</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <a href="mailto:treiss@spokanecity.org">treiss@spokanecity.org</a> 625-7851                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Council Sponsor(s)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | CP Kinnear                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Committee Date</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 8/28/23                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Select Agenda Item Type</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Agenda Item Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 4100 - Water Renewal of Meter Reading Support Services Contract with Itron                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Summary (Background)</b><br><br>*use the Fiscal Impact box below for relevant financial information                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <i>In 2016, the City's Accounting department initiated a minor contract for support services needed for the Water department's meter reading product. That contract has since been renewed on an annual basis. This year's renewal brings the total multi-year value of the agreement to \$173,959.89. The annual value of this year's services is \$14,112.93 plus any applicable tax. This renewal will support use of the existing product through June 2024.</i> |
| <b>Proposed Council Action</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Approve contract renewal                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Fiscal Impact</b><br>Total Cost: <u>\$14,112.93 plus applicable tax</u><br>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A<br><br>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring<br>Specify funding source: Water Department Contractual Services Budget<br><br>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring<br><br>Other budget impacts: (revenue generating, match requirements, etc.) |                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <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? This contract will ensure continued functional accuracy of the City's existing water meter reading infrastructure.                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 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? City personnel have historically and will continue to work closely with the supplier to proactively address any issues that arise.                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 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 project maintains functionality of existing equipment to ensure achievement of the greatest possible value out of the City's historical investment.                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |



**City of Spokane**  
**CONTRACT RENEWAL**  
**Title: Annual Renewal System  
Support for Itron Software**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **ITRON, INC.** whose address is 2111 North Molter Road, Liberty Lake, Washington 99019 as ("Company"), individually hereafter referenced as a "Party", and together as the "Parties".

*WHEREAS, the parties entered into a Contract wherein the Company agreed to provide for the City, Support Services for the Software used for Meter Reading by the Water & Hydroelectric Services Department; and*

*WHEREAS, the original Contract needs to be formally renewed by this written Contract Renewal document; and*

*WHEREAS, a revision of the service pricing has taken place which shall be incorporated into this renewal as Exhibit A;*

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

**1. CONTRACT DOCUMENTS.**

The original Contract, dated July 1, 2016, 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 July 1, 2023, and shall end June 30, 2024.

**3. COMPENSATION.**

The City shall pay an estimated maximum annual cost not to exceed **FOURTEEN THOUSAND ONE HUNDRED TWELVE AND 93/100 (\$14,112.93), plus 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 Company 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.

**ITRON, INC.**

**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 - Contract Renewal – Itron Service Pricing dated April 25, 2023.  
Certificate of Debarment

U2023-068

**ATTACHMENT B  
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)          |



Date Printed: 25-APR-2023

### Service Pricing

Page: 1 of 2

**Customer Name:** City of Spokane, Washington  
**Customer Number:** 1225  
**Bill To Contact:** Angela Cline  
**Customer Address:** 914 E North Foothills Dr  
 Spokane,WA 99207-2735

**Contract Number:** SC00006657  
**Description:** City of Spokane, Washington - FCS / IMA

**Contract Duration:** 01-JUL-23 - 30-JUN-24

| <u>Description</u>                                                | <u>Serial Number</u> | <u>Start Date</u> | <u>End Date</u>   | <u>Quantity</u> | <u>Total Amount</u> |
|-------------------------------------------------------------------|----------------------|-------------------|-------------------|-----------------|---------------------|
| <b>HARDWARE</b>                                                   |                      |                   |                   |                 |                     |
| SIDELOOKER ANTENNA MAINTENANCE                                    |                      | 01-JUL-23         | 30-JUN-24         | 1               | 138.52              |
|                                                                   |                      |                   | <b>Subtotal :</b> | <b>1</b>        | <b>138.52</b>       |
| MC3 RF                                                            | 74007187             | 01-JUL-23         | 30-JUN-24         | 1               | 3,781.50            |
|                                                                   |                      |                   | <b>Subtotal :</b> | <b>1</b>        | <b>3,781.50</b>     |
| ITRON MOBILE RADIO MAINTENANCE                                    | 66037806             | 01-JUL-23         | 30-JUN-24         | 1               | 158.40              |
| ITRON MOBILE RADIO MAINTENANCE                                    | 66037802             | 01-JUL-23         | 30-JUN-24         | 1               | 158.40              |
| ITRON MOBILE RADIO MAINTENANCE                                    | 66037782             | 01-JUL-23         | 30-JUN-24         | 1               | 158.40              |
| ITRON MOBILE RADIO MAINTENANCE                                    | 66037781             | 01-JUL-23         | 30-JUN-24         | 1               | 158.40              |
| ITRON MOBILE RADIO MAINTENANCE                                    | 66037780             | 01-JUL-23         | 30-JUN-24         | 1               | 158.40              |
| ITRON MOBILE RADIO MAINTENANCE                                    | 66040002             | 01-NOV-23         | 30-JUN-24         | 1               | 96.00               |
| ITRON MOBILE RADIO MAINTENANCE                                    | 66040005             | 01-NOV-23         | 30-JUN-24         | 1               | 96.00               |
| ITRON MOBILE RADIO MAINTENANCE                                    | 66040011             | 01-NOV-23         | 30-JUN-24         | 1               | 96.00               |
| ITRON MOBILE RADIO MAINTENANCE                                    | 66040023             | 01-NOV-23         | 30-JUN-24         | 1               | 96.00               |
| ITRON MOBILE RADIO MAINTENANCE                                    | 66037803             | 01-JUL-23         | 30-JUN-24         | 1               | 158.40              |
| ITRON MOBILE RADIO MAINTENANCE                                    | 66037804             | 01-JUL-23         | 30-JUN-24         | 1               | 158.40              |
| ITRON MOBILE RADIO MAINTENANCE                                    | 66037805             | 01-JUL-23         | 30-JUN-24         | 1               | 158.40              |
|                                                                   |                      |                   | <b>Subtotal :</b> | <b>12</b>       | <b>1,651.20</b>     |
|                                                                   | <b>HARDWARE</b>      |                   | <b>Subtotal :</b> | <b>14</b>       | <b>5,571.22</b>     |
| <b>SOFTWARE</b>                                                   |                      |                   |                   |                 |                     |
| FCS SFTW MAINTENANCE, 25001-50000 ENDPOINTS, ELECTRONIC DELIVERY  |                      | 01-JUL-23         | 30-JUN-24         | 1               | 6,261.71            |
|                                                                   |                      |                   | <b>Subtotal :</b> | <b>1</b>        | <b>6,261.71</b>     |
| FCS SFTW MAINTENANCE, 75001-100000 ENDPOINTS, ELECTRONIC DELIVERY |                      | 01-JUL-23         | 01-JUL-23         | 1               | 0.00                |
|                                                                   |                      |                   | <b>Subtotal :</b> | <b>1</b>        | <b>0.00</b>         |
|                                                                   | <b>SOFTWARE</b>      |                   | <b>Subtotal :</b> | <b>2</b>        | <b>6,261.71</b>     |

**NOTE: This is not an invoice**

IMA DRIVEBY, 25001-50000 ENDPOINTS, SUBSCRIPTION

|                              |           |                   |                  |
|------------------------------|-----------|-------------------|------------------|
| 01-JUL-23                    | 30-JUN-24 | 1                 | 2,280.00         |
|                              |           | <b>Subtotal :</b> | <b>1</b>         |
|                              |           | <b>Subtotal :</b> | <b>1</b>         |
|                              |           |                   | <b>2,280.00</b>  |
| <b>Contract Grand Total:</b> |           | <hr/>             | <hr/>            |
|                              |           | <b>17</b>         | <b>14,112.93</b> |

**NOTE: This is not an invoice**

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

10/16/2023

|                       |               |
|-----------------------|---------------|
| <b>Date Rec'd</b>     | 10/4/2023     |
| <b>Clerk's File #</b> | OPR 2023-1053 |
| <b>Renews #</b>       |               |
| <b>Cross Ref #</b>    |               |
| <b>Project #</b>      |               |
| <b>Bid #</b>          | GSA           |
| <b>Requisition #</b>  | CR# 25448     |

|                           |                                                                            |
|---------------------------|----------------------------------------------------------------------------|
| <b>Submitting Dept</b>    | INNOVATION & TECHNOLOGY SERVICES                                           |
| <b>Contact Name/Phone</b> | MICHAEL SLOON 625-6468                                                     |
| <b>Contact E-Mail</b>     | MSLOON@SPOKANECITY.ORG                                                     |
| <b>Agenda Item Type</b>   | Contract Item                                                              |
| <b>Agenda Item Name</b>   | 5300 ASSETWORKS FLEET ASSET MANAGEMENT SYSTEM (M5) ANNUAL SOFTWARE SUPPORT |

**Agenda Wording**

Contract with Assetworks for the Fleet Asset Management System (M5) annual software and maintenance. Contract term to begin 10/01/2023 through 09/30/2024 for a total cost of \$158,616.83 plus sales tax.

**Summary (Background)**

Assetworks is currently utilized by the City's Fleet, Fire and Facilities departments. Contract term is October 1, 2023 through September 30, 2024, for a total amount of \$158,616.83 plus taxes. The 2022 contract amount was \$145,142.48. The increase in price is due to annual CPI and the purchase of Mobile Focus for SmartApps & Edge and Asset Analytics Platform in 2022. The City is utilizing Federal Contract No. GS-35F-317GA.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

|         |                           |                          |
|---------|---------------------------|--------------------------|
| Expense | \$ 144,644.04 + sales tax | # 5300-73300-18850-54820 |
| Expense | \$ 13,972.80 + sales tax  | # 5100-30210-48341-54101 |
| Select  | \$                        | #                        |
| Select  | \$                        | #                        |

**Budget Account****Approvals**

**Dept Head** SLOON, MICHAEL

**Division Director** SLOON, MICHAEL

**Finance** BUSTOS, KIM

**Legal** BEATTIE, LAUREN

**For the Mayor** JONES, GARRETT

**Additional Approvals**

**Purchasing** WAHL, CONNIE

**Council Notifications**

**Study Session\Other** CM Bingle

**Council Sponsor** PIES Committee  
09/25/2023

**Distribution List**

Accounting - ywang@spokanecity.org

Contract Accounting - ddaniels@spokanecity.org

Legal - mharrington@spokanecity.org

Purchasing - cwahl@spokanecity.org

IT - itadmin@spokanecity.org

Tax & Licenses

rob.hallett@assetworks.com



## Committee Agenda Sheet

### Public Infrastructure, Environmental & Sustainability (PIES)

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Submitting Department</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Innovation and Technology Services Division                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Contact Name &amp; Phone</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Michael Sloon, 625-6468                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Contact Email</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <a href="mailto:msloon@spokanecity.org">msloon@spokanecity.org</a>                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Council Sponsor(s)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | CM Bingle                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Select Agenda Item Type</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:09/25/2023                                                                                                                                                                                                                                                                                                                                  |
| <b>Agenda Item Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Assetworks is the City's Fleet Asset Management system (M5) annual Software Maintenance and Support                                                                                                                                                                                                                                                                                                                                           |
| <b>Summary (Background)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Assetworks is currently utilized by the City's Fleet, Fire and Facilities departments. Contract term is October 1, 2023 through September 30, 2024, for a total amount of \$158,616.83 plus taxes. The 2022 contract amount was \$145,142.48. The increase in price is due to annual CPI and the purchase of Mobile Focus for SmartApps & Edge and Asset Analytics Platform in 2022. The City is utilizing Federal Contract No. GS-35F-317GA. |
| <b>Proposed Council Action &amp; Date:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Approval/Pass Council on October 9 <sup>th</sup> , 2023                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Fiscal Impact:</b><br>Total Cost: \$158,616.83 plus applicable tax<br>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A<br><br>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring – Annual<br><br>Specify funding source: ITSD 5300-73300-18850-54820: \$144,644.04 + sales tax<br>Fleet 5100-30210-48341-54101: \$13,972.80 + sales tax<br><br>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring - Annual<br><br>Other budget impacts: NA |                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Operations Impacts</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| What impacts would the proposal have on historically excluded communities?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Not applicable – annual software maintenance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 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 – annual software maintenance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Not applicable – annual software 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?                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| This service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service in our Fleet asset management system.                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                               |

# Expenditure Control Form



- 1. All requests being made, including those against master agreements, must be accompanied by this form.
- 2. All requests requiring City Council approval exceeding \$100,000 must be accompanied by this form.
- 3. Route **ALL** requests to the Division Director first and then the CFO for signature.
- 4. The CFO will route for signature to the City Administrator.

Today's Date: 9/15/23

Type of expenditure:

Goods  Services

Department: ITSD

Approving Supervisor: Michael Sloon

Amount of Proposed Expenditure: \$172,892.35 including tax

Is this against a master agreement? If yes, please provide the number:

Funding Source ITSD General Fund

**Please verify correct funding sources. Indicate breakdown if more than one funding source.**

**Why is this expenditure necessary now?**

This expenditure is required annually per our contract with AssetWorks in support of the Fleet Asset Management System.

**What are the impacts if expenses are deferred?**

The City will not have vendor support and maintenance and hosting of the City's Fleet Asset Management Software

**What alternative resources have been considered?**

There are no other alternatives.

**Description of the goods or service and any additional information?**

Assetworks supports and hosts the City's Fleet Asset Management software which is utilized by the Fleet and Fire Departments.

Person Submitting Form/Contact: Peggy Lund

Division Director:

CFO Signature:

City Administrator Signature:

  
Garrett Jones (Sep 19, 2023 16:03 PDT)

Additional Comments:












# Assetworks Expenditure Control Form 2023.pdf

Final Audit Report

2023-09-19

|                 |                                                 |
|-----------------|-------------------------------------------------|
| Created:        | 2023-09-15                                      |
| By:             | Carlos Plascencia (cplascencia@spokanecity.org) |
| Status:         | Signed                                          |
| Transaction ID: | CBJCHBCAABAAAdMcVBwwqN1usDvvOkp2FiPP2WB3WaPR1   |

## "Assetworks Expenditure Control Form 2023.pdf" History

-  Document created by Carlos Plascencia (cplascencia@spokanecity.org)  
2023-09-15 - 9:31:15 PM GMT- IP address: 24.17.169.86
-  Document emailed to Michael Sloon (msloon@spokanecity.org) for signature  
2023-09-15 - 9:33:07 PM GMT
-  Email viewed by Michael Sloon (msloon@spokanecity.org)  
2023-09-16 - 12:40:38 PM GMT- IP address: 104.28.116.90
-  Document e-signed by Michael Sloon (msloon@spokanecity.org)  
Signature Date: 2023-09-17 - 4:16:06 PM GMT - Time Source: server- IP address: 98.97.116.13
-  Document emailed to Tonya Wallace (twallace@spokanecity.org) for signature  
2023-09-17 - 4:16:07 PM GMT
-  Email viewed by Tonya Wallace (twallace@spokanecity.org)  
2023-09-19 - 4:47:02 PM GMT- IP address: 198.1.39.252
-  Document e-signed by Tonya Wallace (twallace@spokanecity.org)  
Signature Date: 2023-09-19 - 4:47:20 PM GMT - Time Source: server- IP address: 198.1.39.252
-  Document emailed to Garrett Jones (gjones@spokanecity.org) for signature  
2023-09-19 - 4:47:22 PM GMT
-  Email viewed by Garrett Jones (gjones@spokanecity.org)  
2023-09-19 - 11:02:54 PM GMT- IP address: 198.1.39.252
-  Document e-signed by Garrett Jones (gjones@spokanecity.org)  
Signature Date: 2023-09-19 - 11:03:20 PM GMT - Time Source: server- IP address: 198.1.39.252
-  Agreement completed.  
2023-09-19 - 11:03:20 PM GMT



**City of Spokane**

**CONTRACT**

Title: **ANNUAL SOFTWARE MAINTENANCE AND SUPPORT AND APPLICATION HOSTING SERVICES**

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **ASSETWORKS**, whose address is 998 Old Eagle School Road, Suite 1215, Wayne, Pennsylvania 19087, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE.** The Company will provide Annual Maintenance and Support and Application Hosting Services in accordance with Company's Maintenance Renewal Statement No. 8366 M5FL MNT23, attached as Exhibit B, AssetWorks' Hosting Services Attachment, attached as Exhibit C, and the terms and conditions of the General Services Administration Authorized Federal Supply, Multiple Award Schedule, as selected through Washington State Contract No. GS-35F-317GA. In the event of a discrepancy between the documents this City Contract controls.
2. **CONTRACT TERMS.** The Contract shall begin October 1, 2023, and run through September 30, 2024, unless amended by written agreement or terminated earlier under the provisions.
3. **COMPENSATION.** Compensation under this Contract shall not exceed **ONE HUNDRED FIFTY-EIGHT THOUSAND SIX HUNDRED SIXTEEN AND 83/100 DOLLARS (\$158,616.83)**, plus tax; for everything furnished and done under this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 1 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.
4. **PAYMENT.** The Company shall send its application for payment to Innovation and Technology Services Division, Administration Office, Seventh Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **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.
5. **COMPLIANCE WITH LAWS.** Each party shall comply with all applicable federal, state, and local laws and regulations.

6. ASSIGNMENTS. This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.

7. AMENDMENTS. This Contract may be amended at any time by mutual written agreement.

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

9. TERMINATION. Either party may terminate this Contract upon ninety (90) days written notice to the other party. In the event of such termination, no hosting or maintenance fees shall be refunded.

10. INSURANCE. During the term of the Agreement, the Company shall maintain in force at its own expense, the following insurance coverages:

- 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
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Contractor's services to be provided under this contract;
  - i. Acceptable supplementary Umbrella insurance coverage, combined with the Company's General Liability insurance policy must be a *minimum* of \$1,000,000, in order to meet the insurance coverages required under this Contract;
- 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 non-owned vehicles.

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

11. INDEMNIFICATION. The Company 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 Company's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Company 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 Company'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 Company, its agents or employees. The Company specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Company's own employees against the City and, solely for the purpose of this indemnification and defense, the Company specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The 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.

The Company shall not be liable for any incidental, indirect, special or consequential damages arising out of or in connection with the services provided by the Company, even if the Company has been advised of the possibility of such damages. The Company shall not have liability for (i) loss of income, profit, or savings, whether direct or indirect, (ii) lost or corrupted data or software, or (iii) productions not being available for use, except due to the Company's negligence or willful misconduct, the Company's total liability arising out of, or in connection with the Agreement shall not exceed the amount of fees paid by the City during the prior twelve month period giving rise to the claim.

12. DEBARMENT AND SUSPENSION. The Company 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.

13. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.

14. STANDARD OF PERFORMANCE. The terms and conditions of the General Services Administration Authorized Federal Supply, Multiple Award Schedule, Contract No. GS-35F-317GA shall apply to the performance of the work under this Contract.

15. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Company agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Company.

16. 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 annual business registration. The Company 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 Company 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.

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

18. CONFIDENTIALITY/PUBLIC RECORDS. Notwithstanding anything to the contrary, City will maintain the confidentiality of Company's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Company's materials or information and the City determines there are exemptions only the Company can assert, City will endeavor to give Company notice. Company, at its own expense, will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Company does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

19. DISPUTES. This Contract shall be performed under the laws of the State of Washington. Any litigation to enforce this Contract or any of its provisions shall be brought in Spokane County, Washington.

**ASSETWORKS**

**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 Regarding Debarment  
Exhibit B – Company's Maintenance Renewal Statement No. 8366 M5FL MNT23  
Exhibit C – Company's Hosting Services Attachment

**EXHIBIT 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)          |



**EXHIBIT B**



**MAINTENANCE RENEWAL STATEMENT**

998 Old Eagle School Road | Suite 1215 | Wayne PA 19087-1805  
 Tel (484) 588-5515 Fax (610) 971-9447

Number 8366 M5FL MNT23  
 GS-35F-317GA

**TO: City of Spokane**  
**FROM: AssetWorks Inc.**  
**DATE: August 7, 2023**  
**RE: FleetFocus M5 Maintenance and Support Renewal**

*Prices valid through September 30, 2024*

**Annual Software Maintenance and Support for period 10/1/2023 - 9/30/2024**

|                                                                                                       |              |
|-------------------------------------------------------------------------------------------------------|--------------|
| FleetFocus M5                                                                                         | \$ 83,277.68 |
| Crystal Reports                                                                                       | \$ 1,783.01  |
| TripCard module                                                                                       | \$ 3,288.09  |
| Added MobileFocus (SmartApps & EDGE), year 2 maintenance pro-rated for period 11/21/23 - 9/30/24      | \$ 2,862.89  |
| Added Asset Analytics Platform Subscription, year 2 SaaS pro-rated fore period 11/21/23 - 9/30/24     | \$ 8,179.67  |
| FuelFocus software for Fleet                                                                          | \$ 13,268.23 |
| FuelFocus software for Asset Management                                                               | \$ 747.27    |
| <i>Includes product updates and enhancements, unlimited email and telephone support for 12 months</i> |              |

**Subtotal, Current Maintenance \$ 113,406.83**

**Annual Application Hosting for period 10/1/2023 - 9/30/2024**

|                                       |              |
|---------------------------------------|--------------|
| Annual M5 Hosting                     | \$ 28,710.00 |
| Annual Hosting for Reporting Database | \$ 6,600.00  |
| Annual FuelFocus Hosting              | \$ 9,900.00  |

**Subtotal, Curent Hosting \$ 45,210.00**

**REMIT TO:**

**CHECKS**  
 AssetWorks  
 PO Box 202525  
 Dallas TX 75320-2525

WA Sales Tax: 9.0000% \$ 14,275.51

*All software updates are electronically delivered*

**GRAND TOTAL, Taxes Included \$ 172,892.35**

## EXHIBIT C

### Hosting Services Attachment

1. **OVERVIEW.** AssetWorks provides hosting services via its secure hosted environment ("Hosted Environment") to support customers that wish to outsource the installation and upgrade management of the of the Applications licensed by Customer as detailed on the Order Form.
2. **SCOPE OF SERVICES.** The services, functions, processes, and activities described below will be collectively described as the "Services" or "Hosted Environment" (as applicable):
  - a. **Application.** Application(s) include Customer's licensed AssetWorks Software and third-party software.
  - b. **Support Software.** Support Software includes the operating system, utilities, and database software and all necessary licenses required to operate the Application.
  - c. **Hardware.** Server infrastructure using redundant web servers and database servers deployed within the AssetWorks' Hosted Environment. If required by Customer, Customer will provide the telecommunications equipment (including the routers to be installed at the Hosting Environment), communications line, and services for connection from Customer's site to the Hosted Environment.
  - d. **Database Instances.** AssetWorks will maintain a single production database instance. This production database will provide the daily, real-time transaction data to the Application users. In addition to the production database, AssetWorks will maintain one additional, non-production database. A reporting database is available for additional fee. Upon request by Customer, AssetWorks will populate these additional databases with Customer's production data up to four (4) times in any twelve (12) month period at no additional cost. If Reporting Database is included on the Order Form, the database will be made available with data on a 24-hour refresh.
  - e. **Custom Reports.** Custom reports may be ordered pursuant to a Statement of Work for an additional charge.
  - f. **Backups.** Unless Parties agree otherwise, Hosted Environment database and file system backups are performed daily with local retention at 15 to 30 days; local workloads enabled with cloud tiering to Microsoft Azure Blob storage for archive data from 31 to 90 days; target Recovery Time Objective (RTO) is 48-hours or maximum of four (4) business days; Recovery Point Objective (RPO) is under one (1) minute.
  - g. **Hours of System Operation.** The Application will be accessible and available to Customer and capable of any and all normal operating functions 24-hours-per day, seven (7) days-per-week, except for periods of scheduled maintenance and AssetWorks' approved outages with prior customer notification. AssetWorks will not be held responsible for inaccessibility arising from communications problems occurring anywhere beyond AssetWorks' external network interface, nor will those hours of unavailability be counted as unavailable.
  - h. **Hosted Environment Maintenance.** AssetWorks will complete routine maintenance on the Application according to the published schedule. AssetWorks will publish yearly schedules on its Customer Care website. AssetWorks will endeavor to provide at least thirty (30) days' notice to any changes in the schedule, except in the event of emergency maintenance. If AssetWorks is required to perform additional non-emergency maintenance outside of the scheduled maintenance window, it will notify Customer in writing of its request and Customer and AssetWorks will mutually agree on the downtime. All routine, additional, and emergency maintenance will be considered a period of scheduled maintenance.
  - i. **Data Classification.** The AssetWorks Hosted Environment maintains SSAE-16 SOC 2 certification/ISO27001 compliance as a facility housing CUI (Controlled Unclassified Information) data at the AssetWorks facility based on the DOJ assessment using NIST 800-53 guidelines for FISMA (Federal Information Standards Management Agency) standards. (SC Information system = {(confidentiality, MODERATE), (integrity, LOW), (availability, LOW)})
3. **EXCLUSIONS.** Hosting Services specifically exclude operation and maintenance of the following:
  - a. Customer hardware, including Customer's servers, printers, network hardware (including routers and switches); and other Customer site computing equipment;
  - b. Customer application software other than noted in the Scope of Services;
  - c. Customer Local Area Networks (LAN); and
  - d. Customer network infrastructure for connecting to the internet and to the AssetWorks Hosted Environment.
4. **CUSTOMER RESPONSIBILITIES.** Customer is responsible for the following:
  - a. Assigning a primary and alternate Customer designated key personnel to coordinate all communications and activities related to AssetWorks Services.
  - b. Providing user identification data and determining the appropriate security profile for each user – Customer will control security at the Application level.
  - c. All printing. No print job will print at the Hosted Environment. and all physical printing requirements will be handled by Customer, including the purchase and installation of printers at Customer's sites for the Services being utilized as defined in the Scope of Services.
  - d. Installation, operation, and maintenance of all workstation software (and Customer's LAN, existing data communications configuration, hardware, or software required at Customer's site except as otherwise stipulated in the Hosting Services). AssetWorks' network and network responsibility extends from the AssetWorks routers at AssetWorks' sites to all connected equipment at AssetWorks' sites.
  - e. Maintaining compatibility with the Software as documented by AssetWorks.
  - f. Testing updates and fixes applied by AssetWorks to Applications used by Customer. With the exception of emergency fixes, Customer will test updates and fixes prior to their introduction to the production environment within the designated timeframe.
  - g. Testing upgrades. Upgrades will be moved to production by AssetWorks at the end of the Customer testing period unless specific problems are documented in writing to AssetWorks.

- h. Diligent analysis of suspected problems to determine their specific nature and possible causes before calling AssetWorks for assistance. Notwithstanding this diligence requirement, Customer is responsible for informing AssetWorks of any problems encountered in a timely manner. AssetWorks is not responsible for the inability to diagnosis a suspected problem due to Customer delay in submitting information and replication of steps in a timely manner.
5. **FEES AND PAYMENT.** Customer will pay AssetWorks the fees detailed on the Order Form in accordance with this Agreement. Hosted Services are invoiced and paid annually in advance commencing upon the Effective Date or when existing customers are notified that the Hosted Environment, production or non-production, has been established. All hosting related fees are nonrefundable.

#### Service Level Objectives

The service levels set forth below apply to the Services provided by AssetWorks under this Agreement.

**AVAILABILITY.** AssetWorks will use commercially reasonable efforts to provide Services with an average of 99% Availability (as such term is hereinafter defined) for each quarter during the Term. For purposes of the Agreement, "Availability" during any quarter refers to an Authorized User's ability to log into the Application during such quarter, and will be calculated in accordance with the following formula:

$$X = (Y - Z) / Y * 100$$

- "X" is the Availability of the Application during the quarter;
- "Y" is the total number of hours in such quarter minus the number of hours during such quarter that the Customer is unable to log into the Application because of: (a) regularly scheduled maintenance windows for the Application and for times in which Customer has been notified in writing (including e-mail) by AssetWorks in advance thereof; (b) a Force Majeure Event; (c) non-performance of Hardware, Software, ISP connections, and other equipment that is not provided by AssetWorks or certified by AssetWorks for use in conjunction with the Services (except as such non-performance is directly or indirectly caused by AssetWorks); and
- "Z" is the number of hours in such month during which the Customer is unable to log into the Application (other than for reasons set forth in the definition of "y" above); provided that AssetWorks has been notified or is otherwise aware (or reasonably should be aware) of Customer's inability to utilize the Application.

**FEE ADJUSTMENT.** *In the event the average Availability for the Application is less than ninety-nine percent (99%) during any two (2) consecutive quarters, Customer will receive a service credit (i.e. fee adjustment) to its account with AssetWorks of five percent (5%) of the amount of a quarter's aggregate Services fees paid or payable by Customer to AssetWorks.*

AssetWorks' obligation to provide the service credit set forth above is conditioned on Customer providing detailed written notice of its contention that AssetWorks was unable to meet the applicable Availability levels within fifteen (15) days of the relevant quarter's end as provided in the notice section of this Agreement. Upon receipt of such notice, AssetWorks shall have thirty (30) days to investigate the contention and, if it is determined that AssetWorks did in fact fail to meet the applicable Availability levels, Customer will receive the appropriate credit to its account during the next invoice cycle.

The service credit set forth above shall be Customer's sole remedy and AssetWorks' entire liability in the event of a breach of these service level objectives, including the failure of any Availability measurements to meet the thresholds set forth above.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/27/2023

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><br>Marsh Canada Limited<br>120 Bremner Blvd., Suite 800 Attn: Canada.Certrequest@marsh.com<br>Toronto, ON, M5J 0A8       | <b>CONTACT NAME:</b> Mark Warren<br><b>PHONE (A/C, No, Ext):</b> 416 349 4888<br><b>E-MAIL ADDRESS:</b> Mark.Warren@marsh.com | <b>FAX (A/C, No):</b>  |
|                                                                                                                                          | <b>INSURER(S) AFFORDING COVERAGE</b>                                                                                          |                        |
| CN102165922--GAWUP-23-24      Assetw                                                                                                     | <b>INSURER A :</b> Federal Insurance Company                                                                                  | <b>NAIC #</b><br>20281 |
| <b>INSURED</b><br>CONSTELLATION SOFTWARE INC. AND<br>ASSETWORKS INC<br>FACILITIES DIVISION<br>998 OLD EAGLE SCHOOL RD<br>WAYNE, PA 19087 | <b>INSURER B :</b> Great Northern Insurance Company                                                                           | 20303                  |
|                                                                                                                                          | <b>INSURER C :</b> ACE American Insurance Company                                                                             | 22667                  |
|                                                                                                                                          | <b>INSURER D :</b>                                                                                                            |                        |
|                                                                                                                                          | <b>INSURER E :</b>                                                                                                            |                        |
|                                                                                                                                          | <b>INSURER F :</b>                                                                                                            |                        |

**COVERAGES**      **CERTIFICATE NUMBER:** HOU-003960360-06      **REVISION NUMBER:** 2

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        | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER:                   |           |          | 9950-48-39    | 09/27/2023              | 09/27/2024              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 25,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 1,000,000 |
| B        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY |           |          | 7360-03-97    | 09/27/2023              | 09/27/2024              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                   |
| A        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED      RETENTION \$                                                                                          |           |          | 9365-24-30    | 09/27/2023              | 09/27/2024              | EACH OCCURRENCE \$ 9,000,000<br>AGGREGATE \$ 9,000,000                                                                                                                                                                                      |
| C        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                            | Y/N<br>N  | N/A      | 71764342      | 09/27/2023              | 09/27/2024              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                   |
| A        | Professional Liability                                                                                                                                                                                                                                                                                   |           |          | 64260768      | 09/27/2023              | 09/27/2024              | Limit \$ 5,000,000<br>SIR \$ 1,000,000                                                                                                                                                                                                      |

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

### CERTIFICATE HOLDER

CITY OF SPOKANE  
808 WEST SPOKANE FALLS BLVD.  
SPOKANE, WA 99201

### CANCELLATION

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  
of Marsh USA LLC

*Marsh USA LLC*

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**ADDITIONAL REMARKS SCHEDULE**

|                                       |                  |                                                                                                                                                |  |
|---------------------------------------|------------------|------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>AGENCY</b><br>Marsh Canada Limited |                  | <b>NAMED INSURED</b><br>CONSTELLATION SOFTWARE INC. AND<br>ASSETWORKS INC<br>FACILITIES DIVISION<br>998 OLD EAGLE SCHOOL RD<br>WAYNE, PA 19087 |  |
| <b>POLICY NUMBER</b>                  |                  | <b>EFFECTIVE DATE:</b>                                                                                                                         |  |
| <b>CARRIER</b>                        | <b>NAIC CODE</b> |                                                                                                                                                |  |

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

CITY OF SPOKANE, ITS AGENTS, OFFICERS, AND EMPLOYEES ARE ADDED AS ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT WITH RESPECT TO THE COMMERCIAL GENERAL LIABILITY POLICY, BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED.  
 THE US COMMERCIAL GENERAL LIABILITY POLICY, US AUTOMOBILE POLICY, US UMBRELLA POLICY, US WORKER'S COMPENSATION & EMPLOYER'S LIABILITY POLICY, AND TECHNOLOGY E&O LIABILITY HAVE BEEN PLACED BY SERVICE OF MARSH USA INC. MARSH CANADA LIMITED HAS ONLY ACTED IN THE ROLE OF A CONSULTANT TO THE CLIENT WITH RESPECT TO THESE PLACEMENTS WHICH ARE INDICATED HERE FOR YOUR CONVENIENCE.



### License Information:

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

**Entity name:** ASSETWORKS INC.

**Business name:** ASSETWORKS INC

**Entity type:** [Profit Corporation](#)

**UBI #:** 602-882-207

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 16201 E INDIANA AVE  
STE 2000  
SPOKANE VALLEY WA 99206-6806

**Mailing address:** 5060 SPECTRUM DR  
STE 100  
MISSISSAUGA ON L4W 5N5 CANADA

**Excise tax and reseller permit status:** [Click here](#)

**Secretary of State status:** [Click here](#)

### Endorsements

| Endorsements held at this locati                        | License #    | Count | Details | Status | Expiration date | First issuance d |
|---------------------------------------------------------|--------------|-------|---------|--------|-----------------|------------------|
| <a href="#">Spokane General Business - Non-Resident</a> | T12056839BUS |       |         | Active | Apr-30-2024     | Oct-15-2012      |
| <a href="#">Spokane Valley General Business</a>         |              |       |         | Active | Mar-31-2024     | Mar-07-2023      |

### Governing People May include governing people not registered with Secretary of State

| Governing people  | Title |
|-------------------|-------|
| BEATTIE, BRIAN    |       |
| DESILVESTER, TONY |       |
| MILLER, MARK      |       |
| SMITH, GORDON     |       |

### Registered Trade Names



Registered trade names

| Registered trade names | Status | First issued |
|------------------------|--------|--------------|
| ASSETWORKS INC         | Active | Mar-08-2023  |

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 6/28/2023 2:52:33 PM

**Contact us**

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MAINTENANCE RENEWAL STATEMENT

998 Old Eagle School Road | Suite 1215 | Wayne PA 19087-1805
Tel (484) 588-5515 Fax (610) 971-9447

Number 8366 M5FL MNT23
GS-35F-317GA

TO: City of Spokane
FROM: AssetWorks Inc.
DATE: August 7, 2023
RE: FleetFocus M5 Maintenance and Support Renewal

Prices valid through September 30, 2024

Annual Software Maintenance and Support for period 10/1/2023 - 9/30/2024

Table with 2 columns: Item description and Amount. Items include FleetFocus M5, Crystal Reports, TripCard module, Added MobileFocus, Added Asset Analytics Platform Subscription, FuelFocus software for Fleet, and FuelFocus software for Asset Management.

Subtotal, Current Maintenance \$ 113,406.83

Annual Application Hosting for period 10/1/2023 - 9/30/2024

Table with 2 columns: Item description and Amount. Items include Annual M5 Hosting, Annual Hosting for Reporting Database, and Annual FuelFocus Hosting.

Subtotal, Current Hosting \$ 45,210.00

REMIT TO:

WA Sales Tax: 9.0000% \$ 14,275.51

CHECKS

AssetWorks
PO Box 202525
Dallas TX 75320-2525

All software updates are electronically delivered

GRAND TOTAL, Taxes Included \$ 172,892.35

EFT, ACH, OR DIRECT DEPOSIT

Wells Fargo, 8601 N. Scottsdale Rd., Scottsdale AZ 85253
ABA # 122105278
Account # 5076434348

US Tax ID # 46-0521049

Canada GST/HST # 834113896 RT0001

AssetWorks Inc. is a subsidiary of Trapeze Software Group Inc.

If you require a separate invoice, complete this form and return it by email or fax; AssetWorks will issue an invoice as you instruct below. If your organization requires us to reference a purchase order number on our invoice, we must receive that PO by email to Alexis.Scheifley@AssetWorks.com or by fax to (610) 971-9447. Do not mail POs to our remittance address.

Terms

Unless there is a signed agreement between the parties, this maintenance renewal is subject to the terms and conditions of the AssetWorks Master Service Agreement found at http://www.assetworks.com/TC-Fleet/. The parties will continue to be bound by those terms during any renewal period unless otherwise agreed by both parties through a signed amendment. Notification of termination of maintenance is required 90 days prior to annual renewal date.

SOLE SOURCE

FleetFocus is proprietary property of AssetWorks Inc. and protected by law. Another party cannot alter, modify, change, manipulate or provide maintenance for this product without infringing upon AssetWorks' ownership rights. Accordingly, AssetWorks is the sole source for software, maintenance and services of its products.

I, the undersigned, accept this maintenance renewal as described above.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

[ ] PO REQUIRED: # \_\_\_\_\_ [ ] NO PO REQUIRED [ ] NO SEPARATE INVOICE NEEDED

[ ] Please MAIL invoice to: \_\_\_\_\_

[ ] Please E-MAIL invoice to: \_\_\_\_\_

→ If you have any questions, please contact Alexis Scheifley at Alexis.Scheifley@AssetWorks.com. Thank You! ←





**Agenda Sheet for City Council Meeting of:**  
10/16/2023

|                       |                   |
|-----------------------|-------------------|
| <b>Date Rec'd</b>     | 10/4/2023         |
| <b>Clerk's File #</b> | OPR 2022-0903     |
| <b>Renews #</b>       |                   |
| <b>Cross Ref #</b>    |                   |
| <b>Project #</b>      |                   |
| <b>Bid #</b>          | WA STATE CONTRACT |
| <b>Requisition #</b>  | MASTER CONTRACT   |

|                           |                                                            |
|---------------------------|------------------------------------------------------------|
| <b>Submitting Dept</b>    | FLEET SERVICES                                             |
| <b>Contact Name/Phone</b> | ADAM RUSSELL 232-8843                                      |
| <b>Contact E-Mail</b>     | ATRUSSELL@SPOKANECITY.ORG                                  |
| <b>Agenda Item Type</b>   | Contract Item                                              |
| <b>Agenda Item Name</b>   | 5100 - ADD ADDITIONAL MONEY TO POMP'S TIRE MASTER CONTRACT |

**Agenda Wording**  
Fleet Services would like to add \$150k to the annual contract amount for the remainder of the year 2023.

**Summary (Background)**  
Pomp's was recently promoted to primary tire vendor for the City's Fleet requiring an increase to the contract amount

|                       |                   |                       |
|-----------------------|-------------------|-----------------------|
| Lease? NO             | Grant related? NO | Public Works? NO      |
| <b>Fiscal Impact</b>  |                   | <b>Budget Account</b> |
| Expense \$ 150,000.00 |                   | # various             |
| Select \$             |                   | #                     |
| Select \$             |                   | #                     |
| Select \$             |                   | #                     |

|                             |                     |                              |                       |
|-----------------------------|---------------------|------------------------------|-----------------------|
| <b>Approvals</b>            |                     | <b>Council Notifications</b> |                       |
| <b>Dept Head</b>            | GIDDINGS, RICHARD   | <b>Study Session\Other</b>   | Public Safety 10/2/23 |
| <b>Division Director</b>    | WALLACE, TONYA      | <b>Council Sponsor</b>       | CP Kinnear            |
| <b>Finance</b>              | ALBIN-MOORE, ANGELA | <b>Distribution List</b>     |                       |
| <b>Legal</b>                | BEATTIE, LAUREN     | tprince@spokanecity.org      |                       |
| <b>For the Mayor</b>        | JONES, GARRETT      |                              |                       |
| <b>Additional Approvals</b> |                     |                              |                       |
| <b>Purchasing</b>           | PRINCE, THEA        |                              |                       |
|                             |                     |                              |                       |
|                             |                     |                              |                       |

## Committee Agenda Sheet

### Public Safety & Community Health Committee

|                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                        |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Submitting Department</b>                                                                                                                                                                                                                                 | Fleet Services                                                                                                                                                                                                                         |
| <b>Contact Name</b>                                                                                                                                                                                                                                          | Adam Russell                                                                                                                                                                                                                           |
| <b>Contact Email &amp; Phone</b>                                                                                                                                                                                                                             | <a href="mailto:Atrussell@spokanecity.org">Atrussell@spokanecity.org</a> 232-8843                                                                                                                                                      |
| <b>Council Sponsor(s)</b>                                                                                                                                                                                                                                    | CP Kinnear                                                                                                                                                                                                                             |
| <b>Select Agenda Item Type</b>                                                                                                                                                                                                                               | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:                                                                                                                                     |
| <b>Agenda Item Name</b>                                                                                                                                                                                                                                      | 5100 - Pomp Tire Services Service Contract Amendment                                                                                                                                                                                   |
| <b>Summary (Background)</b>                                                                                                                                                                                                                                  | Fleet Services would like to add \$150k to the annual contract amount for the remainder of the year 2023.<br><br>Pomp's was recently promoted to primary tire vendor for the City's Fleet requiring an increase to the contract amount |
| <b>Proposed Council Action</b>                                                                                                                                                                                                                               | Approve Amendment                                                                                                                                                                                                                      |
| <b>Fiscal Impact</b>                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                        |
| Total Cost: <u>\$150,000</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: Fleet Services 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? None Identified                                                                                                                                                                   |                                                                                                                                                                                                                                        |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Data will not be collected. |                                                                                                                                                                                                                                        |
| How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Ongoing cost and service analysis is being conducted to ensure best value.                                                     |                                                                                                                                                                                                                                        |
| Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Aligns with Centralized Fleet Policy.   |                                                                                                                                                                                                                                        |



**City of Spokane**  
**CONTRACT AMENDMENT**  
**Title: MISCELLANEOUS TIRE SERVICES**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **POMP TIRE SERVICES**, whose address is 1505 North Hough Street, Spokane, Washington 99212 as (“Company”), individually hereafter referenced as a “party”, and together as the “parties”.

*WHEREAS, the parties entered into a Contract wherein the Contractor agreed provide Tire related services such as mounting, rotating, stem repair, flat repair, wheel balancing and alignment to the Fleet Department; and*

*WHEREAS, additional 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 original Contract, dated December 19, 2022 and December 20, 2022, 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 Amendment shall become effective on October 15, 2023 and shall run through March 31, 2024.

**3. COMPENSATION.**

The City shall pay an additional amount not to exceed **ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00)**, plus 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.

**POMP TIRE SERVICES**

By \_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

Attest:

\_\_\_\_\_  
City Clerk

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney



**Agenda Sheet for City Council Meeting of:**  
10/16/2023

|                       |               |
|-----------------------|---------------|
| <b>Date Rec'd</b>     | 10/4/2023     |
| <b>Clerk's File #</b> | OPR 2020-0049 |
| <b>Renews #</b>       |               |
| <b>Cross Ref #</b>    |               |
| <b>Project #</b>      |               |
| <b>Bid #</b>          | SOLE SOURCE   |
| <b>Requisition #</b>  | CR #25479     |

|                           |                                                             |
|---------------------------|-------------------------------------------------------------|
| <b>Submitting Dept</b>    | FLEET SERVICES                                              |
| <b>Contact Name/Phone</b> | ADAM RUSSELL 232-8843                                       |
| <b>Contact E-Mail</b>     | ATRUSSELL@SPOKANECITY.ORG                                   |
| <b>Agenda Item Type</b>   | Contract Item                                               |
| <b>Agenda Item Name</b>   | 5100 - ADD ADDITIONAL MONEY TO SOLID WASTE SYSTEMS CONTRACT |

**Agenda Wording**  
Fleet Services would like to add \$200k to the total annual compensation for this contract for each of the remaining years.

**Summary (Background)**  
Higher than anticipated usage and inflation have resulted in yearly expenditures exceeding the original contract amount.

|                      |                   |                          |
|----------------------|-------------------|--------------------------|
| Lease? NO            | Grant related? NO | Public Works? NO         |
| <b>Fiscal Impact</b> |                   | <b>Budget Account</b>    |
| Expense              | \$ 200,000.00     | # 5100-71700-48348-54803 |
| Select               | \$                | #                        |
| Select               | \$                | #                        |
| Select               | \$                | #                        |

|                             |                     |                              |                       |
|-----------------------------|---------------------|------------------------------|-----------------------|
| <b>Approvals</b>            |                     | <b>Council Notifications</b> |                       |
| <b>Dept Head</b>            | GIDDINGS, RICHARD   | <b>Study Session\Other</b>   | Public Safety 10/2/23 |
| <b>Division Director</b>    | WALLACE, TONYA      | <b>Council Sponsor</b>       | CP Kinnear            |
| <b>Finance</b>              | ALBIN-MOORE, ANGELA | <b>Distribution List</b>     |                       |
| <b>Legal</b>                | BEATTIE, LAUREN     | tprince@spokanecity.org      |                       |
| <b>For the Mayor</b>        | JONES, GARRETT      |                              |                       |
| <b>Additional Approvals</b> |                     |                              |                       |
| <b>Purchasing</b>           | PRINCE, THEA        |                              |                       |
|                             |                     |                              |                       |
|                             |                     |                              |                       |

## Committee Agenda Sheet

### Public Safety & Community Health Committee

|                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Submitting Department</b>                                                                                                                                                                                                                                 | Fleet Services                                                                                                                                                                                                                                              |
| <b>Contact Name</b>                                                                                                                                                                                                                                          | Adam Russell                                                                                                                                                                                                                                                |
| <b>Contact Email &amp; Phone</b>                                                                                                                                                                                                                             | <a href="mailto:Atrussell@spokanecity.org">Atrussell@spokanecity.org</a> 232-8843                                                                                                                                                                           |
| <b>Council Sponsor(s)</b>                                                                                                                                                                                                                                    | CP Kinnear                                                                                                                                                                                                                                                  |
| <b>Select Agenda Item Type</b>                                                                                                                                                                                                                               | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:                                                                                                                                                          |
| <b>Agenda Item Name</b>                                                                                                                                                                                                                                      | 5100 - Solid Waste Systems Service Contract Amendment                                                                                                                                                                                                       |
| <b>Summary (Background)</b><br><br>*use the Fiscal Impact box below for relevant financial information                                                                                                                                                       | Fleet Services would like to add \$200k to the total annual compensation for this contract for each of the remaining years.<br><br>Higher than anticipated usage and inflation have resulted in yearly expenditures exceeding the original contract amount. |
| <b>Proposed Council Action</b>                                                                                                                                                                                                                               | Approve Amendment                                                                                                                                                                                                                                           |
| <b>Fiscal Impact</b>                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                             |
| Total Cost: <u>\$200,000</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: Fleet Services 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? None Identified                                                                                                                                                                   |                                                                                                                                                                                                                                                             |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Data will not be collected. |                                                                                                                                                                                                                                                             |
| How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Cost data is collected for use during contract bidding 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?<br>Aligns with Centralized Fleet Policy |                                                                                                                                                                                                                                                             |



City of Spokane  
**CONTRACT AMENDMENT**  
Title: **CURBTENDER, LABRIE AND  
SEWER EQUIPMENT SERVICES**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **SOLID WASTE SYSTEMS (SWS)**, whose address is 6515 North Nixon Avenue, Spokane Valley, Washington 99212 as (“Company”), individually hereafter referenced as a “party”, and together as the “parties”.

*WHEREAS, the parties entered into a Contract wherein the Company agreed to provide Curbtender, Labrie and Sewer Equipment Services on an as-needed basis to the City of Spokane; and*

*WHEREAS, additional 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 January 28, 2020 and February 12, 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 Amendment shall become effective on October 15, 2023.

**3. COMPENSATION.**

The City shall pay an additional amount not to exceed **TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00)**, plus applicable sales tax, for the remainder of 2023 and **TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00)**, plus applicable sales tax, for 2024, 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.

**SOLID WASTE SYSTEMS**

**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





**Agenda Sheet for City Council Meeting of:**  
10/16/2023

|                       |               |
|-----------------------|---------------|
| <b>Date Rec'd</b>     | 10/4/2023     |
| <b>Clerk's File #</b> | OPR 2023-0249 |
| <b>Renews #</b>       |               |
| <b>Cross Ref #</b>    |               |
| <b>Project #</b>      |               |
| <b>Bid #</b>          | RFP #5800-23  |
| <b>Requisition #</b>  | CR25480       |

|                           |                                                               |
|---------------------------|---------------------------------------------------------------|
| <b>Submitting Dept</b>    | FLEET SERVICES                                                |
| <b>Contact Name/Phone</b> | ADAM RUSSELL 232-8843                                         |
| <b>Contact E-Mail</b>     | ATRUSSELL@SPOKANECITY.ORG                                     |
| <b>Agenda Item Type</b>   | Contract Item                                                 |
| <b>Agenda Item Name</b>   | 5100 - ADD ADDITIONAL MONIES TO TOBY'S BODY & FENDER CONTRACT |

**Agenda Wording**  
Fleet Services would like to add \$150k to the total annual compensation for this contract.

**Summary (Background)**  
Higher than anticipated usage and inflation have led to expenditures above the original contract dollar amount.

|                       |                   |                          |
|-----------------------|-------------------|--------------------------|
| Lease? NO             | Grant related? NO | Public Works? NO         |
| <b>Fiscal Impact</b>  |                   | <b>Budget Account</b>    |
| Expense \$ 150,000.00 |                   | # 5100-71700-48348-54803 |
| Select \$             |                   | #                        |
| Select \$             |                   | #                        |
| Select \$             |                   | #                        |

|                             |                     |                              |                       |
|-----------------------------|---------------------|------------------------------|-----------------------|
| <b>Approvals</b>            |                     | <b>Council Notifications</b> |                       |
| <b>Dept Head</b>            | GIDDINGS, RICHARD   | <b>Study Session\Other</b>   | Public Safety 10/2/23 |
| <b>Division Director</b>    | WALLACE, TONYA      | <b>Council Sponsor</b>       | CP Kinnear            |
| <b>Finance</b>              | ALBIN-MOORE, ANGELA | <b>Distribution List</b>     |                       |
| <b>Legal</b>                | BEATTIE, LAUREN     | tprince@spokanecity.org      |                       |
| <b>For the Mayor</b>        | JONES, GARRETT      |                              |                       |
| <b>Additional Approvals</b> |                     |                              |                       |
| <b>Purchasing</b>           | PRINCE, THEA        |                              |                       |
|                             |                     |                              |                       |
|                             |                     |                              |                       |

## Committee Agenda Sheet

### Public Safety & Community Health Committee

|                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Submitting Department</b>                                                  | Fleet Services                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Contact Name</b>                                                           | Adam Russell                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Contact Email &amp; Phone</b>                                              | <a href="mailto:Atrussell@spokanecity.org">Atrussell@spokanecity.org</a> 232-8843                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Council Sponsor(s)</b>                                                     | CP Kinnear                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Select Agenda Item Type</b>                                                | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Agenda Item Name</b>                                                       | 5100 - Toby's Body & Fender Service Contract Amendment                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Summary (Background)</b>                                                   | Fleet Services would like to add \$150k to the total annual compensation for this contract.<br><br>Higher than anticipated usage and inflation have led to expenditures above the original contract dollar amount.                                                                                                                                                                                                                                                                                             |
| <b>Summary (Background)</b>                                                   | *use the Fiscal Impact box below for relevant financial information                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Proposed Council Action</b>                                                | Approve Amendment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Fiscal Impact</b>                                                          | Total Cost: <u>\$200,000</u><br>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A<br><br>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring<br>Specify funding source: Fleet Services Budget<br><br>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring<br><br>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 Identified.                                                                                                                                                                                                                                                                                                                                                                                                                    |
|                                                                               | How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Data will not be collected.                                                                                                                                                                                                                                                   |
|                                                                               | How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Costs are collected to be compared during future contract bids.                                                                                                                                                                                                                                                                                                                  |
|                                                                               | Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Aligns with Centralized Fleet Policy                                                                                                                                                                                                                                                      |



**City of Spokane**  
**CONTRACT AMENDMENT**  
**Title: AUTO BODY REPAIR SERVICES**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **TOBY’S BODY & FENDER**, whose address is 1022 North Normandie Street, Spokane, Washington 99201 as (“Company”), individually hereafter referenced as a “party”, and together as the “parties”.

*WHEREAS, the parties entered into a Contract wherein the Contractor agreed provide Auto Body Repair Services to the Fleet Department; and*

*WHEREAS, additional 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 original Contract, dated March 6, 2023, 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 Amendment shall become effective on October 15, 2023 and shall run through December 31, 2026.

**3. COMPENSATION.**

The City shall pay an additional annual amount not to exceed **ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00)**, plus applicable sales tax, per year, 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.

**TOBY'S BODY & FENDER**

**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



**Agenda Sheet for City Council Meeting of:**  
10/16/2023

|                       |               |
|-----------------------|---------------|
| <b>Date Rec'd</b>     | 10/4/2023     |
| <b>Clerk's File #</b> | OPR 2021-0391 |
| <b>Renews #</b>       |               |
| <b>Cross Ref #</b>    |               |
| <b>Project #</b>      |               |
| <b>Bid #</b>          |               |
| <b>Requisition #</b>  | MASTER        |

|                           |                                                                     |
|---------------------------|---------------------------------------------------------------------|
| <b>Submitting Dept</b>    | ENGINEERING SERVICES                                                |
| <b>Contact Name/Phone</b> | DAN BULLER 625-6391                                                 |
| <b>Contact E-Mail</b>     | DBULLER@SPOKANECITY.ORG                                             |
| <b>Agenda Item Type</b>   | Contract Item                                                       |
| <b>Agenda Item Name</b>   | 0370- REPROGRAPHICS SERVICES FOR ENGINEERING - ABADAN REPROGRAPHICS |

**Agenda Wording**

Contract Amendment with cost between Abadan Reprographics and the City to add \$100,000 to the existing contract for high-speed large-format printing and binding.

**Summary (Background)**

Abadan Reprographics was selected via IRFP to provide high-speed copying (regular and large format) and binding services for Engineering Services. The contract increase is necessitated due to a higher volume of printing needs and projects this year compared to the prior years. Funds expended under this master contract are billed to various public works projects.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Expense \$ 100,000.00

Select \$

Select \$

Select \$

**Budget Account**

# Various

#

#

#

**Approvals**

|                          |                     |
|--------------------------|---------------------|
| <b>Dept Head</b>         | BULLER, DAN         |
| <b>Division Director</b> | FEIST, MARLENE      |
| <b>Finance</b>           | ALBIN-MOORE, ANGELA |
| <b>Legal</b>             | PICCOLO, MIKE       |
| <b>For the Mayor</b>     | JONES, GARRETT      |

**Council Notifications**

|                            |                         |
|----------------------------|-------------------------|
| <b>Study Session\Other</b> | Public Safety (10/9/23) |
| <b>Council Sponsor</b>     | Kinnear                 |

**Distribution List**

|                                           |
|-------------------------------------------|
| eraea@spokanecity.org                     |
| publicworksaccounting@spokanecity.org     |
| bpatrick@spokanecity.org                  |
| ddaniels@spokanecity.org                  |
| dbuller@spokanecity.org                   |
| Dan Mouchett - mouchett@abadanspokane.com |

**Additional Approvals**

**Purchasing**

# Expenditure Control Form



- 1. All requests being made, including those against master agreements, must be accompanied by this form.
- 2. All requests requiring City Council approval exceeding \$100,000 must be accompanied by this form.
- 3. Route ALL requests to the Division Director first and then the CFO for signature.
- 4. The CFO will route for signature to the City Administrator.

Today's Date: 9/15/23

Type of expenditure:

Goods  Services

Department: 0370 - Engineering Services

Approving Supervisor: Dan Buller, Director of Engineering Services

Amount of Proposed Expenditure: \$100,000

Is this against a master agreement? If yes, please provide the number: OPR 2021-0391

Funding Source Capital Projects - billed to individual projects

**Please verify correct funding sources. Indicate breakdown if more than one funding source.**

**Why is this expenditure necessary now?**

Photocopying expenditures to Abadan are an essential part of bidding and construction of the City's public works infrastructure projects and are ultimately paid for by those infrastructure projects.



**What are the impacts if expenses are deferred?**

Without the photocopying services provided by Abadan, the City's public works infrastructure projects cannot be constructed.

**What alternative resources have been considered?**

Converting to all electronic plans and specs was considered but is not feasible since construction personnel typically do not have computers in the field.

**Description of the goods or service and any additional information?**

Abadan Reprographics provides printing services for the specifications and plan sheet sets for each capital project. The specifications book and the engineering plan sheets are the technical documents used by contractors, surveyors and other professional staff for projects to be constructed.

**Person Submitting Form/Contact:**

Division Director:

*Marlene Faust*

CFO Signature:

*Tonya Wallace*

City Administrator Signature:

*[Signature]*  
Garrett.Limes (Oct 3, 2023 08:54 PDT)

**Additional Comments:**

The current contract runs through May of 2024 and then a new request for qualifications will be issued.

## Committee Agenda Sheet

### Public Safety & Community Health Committee

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <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>Committee Date</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | October 2, 2023                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Select Agenda Item Type</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Agenda Item Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | High-Speed Large Format Printing and Binding Contract Amendment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Summary (Background)</b><br><br>*use the Fiscal Impact box below for relevant financial information                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <p>The engineering drawings and standard specification books to be constructed for Public Works projects are printed and bound by a high-speed, large-format printing and binding vendor.</p> <ul style="list-style-type: none"> <li>• Abadan Reprographics was selected from responses to a Request for Proposals in 2021. The duration of the existing contract is June 7, 2021, through May 31, 2023, with an executed 1-year extension through May 31, 2024.</li> <li>• This proposed amendment will add \$100,000 to the term of the contract.</li> <li>• Funds expended under this master contract are billed to various public works projects.</li> </ul> |
| <b>Proposed Council Action</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Approval of amendment with cost to contract                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <p><b>Fiscal Impact</b>      \$100,000<br/> Total Cost: <a href="#">Click or tap here to enter text.</a><br/> Approved in current year budget?      <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Funding Source      <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring<br/> Specify funding source: <a href="#">Click or tap here to enter text.</a></p> <p>Expense Occurrence    <input type="checkbox"/> One-time    <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Operations Impacts (If N/A, please give a brief description as to why)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <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>                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

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 project is consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance street improvement activities.











# Expenditure Control Form 2023 - Abadan

Final Audit Report

2023-09-19

|                 |                                              |
|-----------------|----------------------------------------------|
| Created:        | 2023-09-19                                   |
| By:             | Barbara Patrick (bpatrick@spokanecity.org)   |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAAaP50CHIkREwqsRw4yBL0PQaO4_qtypQ2 |

## "Expenditure Control Form 2023 - Abadan" History

-  Document created by Barbara Patrick (bpatrick@spokanecity.org)  
2023-09-19 - 6:41:13 PM GMT
-  Document emailed to Marlene Feist (mfeist@spokanecity.org) for signature  
2023-09-19 - 6:43:56 PM GMT
-  Email viewed by Marlene Feist (mfeist@spokanecity.org)  
2023-09-19 - 7:26:01 PM GMT
-  Document e-signed by Marlene Feist (mfeist@spokanecity.org)  
Signature Date: 2023-09-19 - 7:26:09 PM GMT - Time Source: server
-  Document emailed to Tonya Wallace (twallace@spokanecity.org) for signature  
2023-09-19 - 7:26:11 PM GMT
-  Email viewed by Tonya Wallace (twallace@spokanecity.org)  
2023-09-19 - 8:30:08 PM GMT
-  Document e-signed by Tonya Wallace (twallace@spokanecity.org)  
Signature Date: 2023-09-19 - 10:32:50 PM GMT - Time Source: server
-  Agreement completed.  
2023-09-19 - 10:32:50 PM GMT






# Abadan Amendment w Cost for Engineering - ECF form.

Final Audit Report

2023-10-03

|                 |                                              |
|-----------------|----------------------------------------------|
| Created:        | 2023-10-03                                   |
| By:             | Jillann Hansen (jehansen@spokanecity.org)    |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAARKmq_O546rSU4I0BxRB5X0QeCqQAVEo_ |

## "Abadan Amendment w Cost for Engineering - ECF form." History

-  Document created by Jillann Hansen (jehansen@spokanecity.org)  
2023-10-03 - 2:21:09 PM GMT- IP address: 73.225.89.46
-  Document emailed to Garrett Jones (gjones@spokanecity.org) for signature  
2023-10-03 - 2:22:23 PM GMT
-  Email viewed by Garrett Jones (gjones@spokanecity.org)  
2023-10-03 - 3:54:45 PM GMT- IP address: 198.1.39.252
-  Document e-signed by Garrett Jones (gjones@spokanecity.org)  
Signature Date: 2023-10-03 - 3:54:52 PM GMT - Time Source: server- IP address: 198.1.39.252
-  Agreement completed.  
2023-10-03 - 3:54:52 PM GMT



City of Spokane  
**CONTRACT AMENDMENT**  
Title: **REPROGRAPHIC SERVICES  
FOR ENGINEERING SERVICES**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **ABADAN REPROGRAPHICS**, whose address is 603 East Second Avenue, Spokane, Washington 99202 as (“Company”), individually hereafter referenced as a “party”, and together as the “parties”.

*WHEREAS, the parties entered into a Contract wherein the Company agreed to provide Reprographic Services to Engineering Services; and*

*WHEREAS, additional funds has been requested, 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 June 7, 2021, 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 September 1, 2023 and shall run through May 31, 2024.

**3. COMPENSATION.**

The City shall pay an additional amount not to exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)**, plus 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.

**ABADAN REPROGRAPHICS**

**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



NORTVIT-01

BCHAVEZ

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/21/2023

**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><br>Spokane Office<br>PayneWest Insurance, a Marsh McLennan Agency LLC Company<br>501 N. Riverpoint Blvd., Ste 403<br>Spokane, WA 99202 | <b>CONTACT NAME:</b><br>PHONE (A/C, No, Ext): <b>(509) 838-3501</b>   FAX (A/C, No): <b>(866) 226-3738</b><br>E-MAIL ADDRESS:<br>_____<br>_____                                                                                                                                                                                                                                                                                                                                                                                    |                               |        |                                                 |              |             |  |             |  |             |  |             |  |             |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--------|-------------------------------------------------|--------------|-------------|--|-------------|--|-------------|--|-------------|--|-------------|--|
| <b>INSURED</b><br>Business Equipment Center, Inc.<br>DBA: Abadan Reprographics<br>P.O. Box 224<br>Spokane, WA 99210-0224                               | <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : <b>Cincinnati Insurance Company</b></td> <td style="text-align: center;"><b>10677</b></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : <b>Cincinnati Insurance Company</b> | <b>10677</b> | INSURER B : |  | INSURER C : |  | INSURER D : |  | INSURER E : |  | INSURER F : |  |
| INSURER(S) AFFORDING COVERAGE                                                                                                                          | NAIC #                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                               |        |                                                 |              |             |  |             |  |             |  |             |  |             |  |
| INSURER A : <b>Cincinnati Insurance Company</b>                                                                                                        | <b>10677</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                               |        |                                                 |              |             |  |             |  |             |  |             |  |             |  |
| INSURER B :                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                               |        |                                                 |              |             |  |             |  |             |  |             |  |             |  |
| INSURER C :                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                               |        |                                                 |              |             |  |             |  |             |  |             |  |             |  |
| INSURER D :                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                               |        |                                                 |              |             |  |             |  |             |  |             |  |             |  |
| INSURER E :                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                               |        |                                                 |              |             |  |             |  |             |  |             |  |             |  |
| 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                                                                                                                                                                                                                                                                                                                        |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|--------------------|-------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>A</b> | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><hr/> GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: _____ |           |          | <b>EPP 0184812</b> | <b>3/8/2023</b>         | <b>3/8/2024</b>         | EACH OCCURRENCE \$ <b>1,000,000</b><br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>500,000</b><br>MED EXP (Any one person) \$ <b>10,000</b><br>PERSONAL & ADV INJURY \$ <b>1,000,000</b><br>GENERAL AGGREGATE \$ <b>2,000,000</b><br>PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b><br><b>WA STOP GAP</b> \$ <b>1,000,000</b> |
| <b>A</b> | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> NON-OWNED AUTOS ONLY                                              |           |          | <b>EPP 0184812</b> | <b>3/8/2023</b>         | <b>3/8/2024</b>         | COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b><br>BODILY INJURY (Per person) \$ _____<br>BODILY INJURY (Per accident) \$ _____<br>PROPERTY DAMAGE (Per accident) \$ _____<br>\$ _____                                                                                                                                |
| <b>A</b> | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED _____ RETENTION \$ _____                                                                                                         |           |          | <b>EPP 0184812</b> | <b>3/8/2023</b>         | <b>3/8/2024</b>         | EACH OCCURRENCE \$ <b>2,000,000</b><br>AGGREGATE \$ <b>2,000,000</b><br>\$ _____                                                                                                                                                                                                                                              |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                  |           |          |                    |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$ _____<br>E.L. DISEASE - EA EMPLOYEE \$ _____<br>E.L. DISEASE - POLICY LIMIT \$ _____                                                                                                                                            |

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

|                                                                                               |                                                                                                                                                                                                                                 |
|-----------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CERTIFICATE HOLDER</b><br>City of Spokane<br>808 W Spokane Falls Blvd<br>Spokane, WA 99201 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>_____<br>AUTHORIZED REPRESENTATIVE<br> |
|-----------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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 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 has issued, in writing, a 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.** For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella Liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or
- 2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

- 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, 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, Other Insurance, b. Excess Insurance**; or
  2. For any other valid and collectible insurance available to the additional insured as an additional insured on 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, 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 de-

scribed 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 a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

**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 a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

- H. **Section IV - Commercial General Liability Conditions, Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

**Waiver of Subrogation**

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.



# COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

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# COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

Various provisions in this Coverage Part restrict this insurance. Read the entire Coverage Part carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this Coverage Part. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II - WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V - DEFINITIONS**.

## SECTION I - COVERAGE

### A. Insuring Agreement

1. We will pay on behalf of the insured the "ultimate net loss" which the insured is legally obligated to pay as damages for "bodily injury", "personal and advertising injury" or "property damage" to which this insurance applies:
    - a. Which is in excess of the "underlying insurance"; or
    - b. Which is either excluded or not insured by "underlying insurance".
  2. If any limit of insurance, such as a sublimit, is specified in the "underlying insurance", this insurance does not apply to "bodily injury", "personal and advertising injury" or "property damage" arising out of that exposure unless that limit of insurance is specified in the Schedule of Underlying Insurance.
  3. This insurance applies to "bodily injury", "personal and advertising injury" or "property damage" only if:
    - a. The "bodily injury", "personal and advertising injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and
    - b. The "bodily injury" or "property damage" occurs during the policy period shown in the Declarations; or
    - c. The "personal and advertising injury" results from an "occurrence" that takes place during the policy period shown in the Declarations; and
- d. Prior to the "coverage term" no insured listed under Paragraph 1. of Section II - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part, or that the "personal and advertising injury" offense had been committed, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the "coverage term", that the "bodily injury" or "property damage" occurred, or that the "personal and advertising injury" offense had been committed, then any continuation, change or resumption of such "bodily injury", "personal and advertising injury" or "property damage" during or after the "coverage term" will be deemed to have been known prior to the policy period.
  4. "Bodily injury" or "property damage" which occurs during the "coverage term" and was not, prior to the "coverage term", known to have occurred by any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the "coverage term".
  5. "Personal and advertising injury" caused by an offense which was committed during the "coverage term" and was not, prior to the "coverage term", known to have been committed by any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "personal and advertising injury" offense after the end of the "coverage term".
  6. "Bodily injury" or "property damage" will be deemed to have been known to have occurred, or a "personal and advertising injury" offense will be deemed to have been known to have been committed at the earliest time when any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- a. Reports all, or any part, of the "bodily injury", "personal and advertising injury" or "property damage" to us or any other insurer;
- b. Receives a written or verbal demand or claim for damages because of the "bodily injury", "personal and advertising injury" or "property damage"; or
- c. Becomes aware by any other means that "bodily injury" or "property damage" had occurred or has begun to occur, or that the "personal and advertising injury" offense had been committed or has begun to be committed.

7. The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE.**

No other obligation or liability to pay sums or perform acts or services is covered, unless expressly provided for under **SECTION I - COVERAGE, C. Defense and Supplementary Payments.**

## B. Exclusions

This insurance does not apply to:

### 1. Asbestos

Any liability arising out of, attributable to or any way related to asbestos in any form or transmitted in any manner.

### 2. Breach of Contract, Failure to Perform, Wrong Description and Violation of Another's Rights

"Personal and advertising injury":

- a. Arising out of breach of contract, except an implied contract to use another's advertising idea in your "advertisement";
- b. Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- c. Arising out of the wrong description of the price of goods, products or services stated in your "advertisement"; or
- d. Caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

### 3. Contractual Liability

Any liability for which the insured 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 "bodily injury", "personal and advertising injury" or "property damage":

- a. That the insured would have in the absence of the contract or agreement; or
- b. Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury", "personal and advertising injury" or "property damage" occurs subsequent to the execution of the contract or agreement.

### 4. Damage to Impaired Property or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- a. A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- b. A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

### 5. Damage to Property

"Property damage" to:

- a. Property:
  - (1) 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; or
  - (2) Owned or transported by the insured and arising out of the ownership, maintenance or use of an "auto".
- b. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- c. Property loaned to you;
- d. Personal property in the care, custody or control of the insured;

- e. 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
- f. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

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

Paragraphs **a.(2), c., d., e.** and **f.** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs **c.** and **d.** of this exclusion do not apply to liability assumed under a written Trailer Interchange agreement.

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

#### **6. Damage to Your Product**

"Property damage" to "your product" arising out of it or any part of it.

#### **7. Damage to Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

#### **8. Distribution or Recording of Material or Information in Violation of Law**

Any liability arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- c. The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- d. Any federal, state or local statute, ordinance or regulation, other than the

TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

#### **9. Electronic Chatrooms or Bulletin Boards**

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

#### **10. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

However, this exclusion does not apply:

- (1) To liability for damages because of "bodily injury"; or
- (2) When such insurance is provided by valid and collectible "underlying insurance" listed in the Schedule of Underlying Insurance, or would have been provided by such listed "underlying insurance" except for the exhaustion by payment of claims of its limits of insurance, and then only for such hazards for which coverage is provided by such "underlying insurance", unless otherwise excluded by this Coverage Part.

#### **11. Employer's Liability Limitation**

Any liability arising from any injury to:

- a. An "employee" of the insured sustained in the "workplace";
- b. An "employee" of the insured arising out of the performance of duties related to the conduct of the insured's business; or
- c. The spouse, child, parent, brother or sister of that "employee" as a consequence of **a.** or **b.** above.

This exclusion applies:

- a. Whether the insured may be liable as an employer or in any other capacity; and
- b. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply when such insurance is provided by valid and collectible "underlying insurance" listed in the Schedule of Underlying Insurance, or would have been provided by such listed "underlying insurance" except for the exhaustion by payment of claims of its limits of insurance, and then only for such hazards for which coverage is provided by such "underlying insurance", unless otherwise excluded by this Coverage Part.

## 12. Employment-Related Practices

Any liability arising from any injury to:

- a. A person arising out of any:
  - (1) Refusal to employ that person;
  - (2) Termination of that person's employment; or
  - (3) Other employment-related practices, policies, acts or omissions including but not limited to coercion, criticism, demotion, evaluation, failure to promote, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- b. The spouse, child, parent, brother or sister of that person as a consequence of any injury to that person at whom any of the employment-related practices described in Paragraphs **12.a.(1), (2), or (3)** above is directed.

This exclusion applies:

- a. Whether the injury-causing event described in Paragraphs **12.a.(1), (2), or (3)** above occurs before employment, during employment or after employment of that person;
- b. Whether the insured may be liable as an employer or in any other capacity; and
- c. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

## 13. Expected or Intended Injury

"Bodily injury" or "property damage" which may reasonably be expected to result from the intentional or criminal acts of the insured or which is in fact expected or intended by the insured, even if the injury or damage is of a different degree or type than actually intended or expected.

However, this exclusion does not apply to:

- a. "Bodily injury" resulting from the use of reasonable force to protect persons or property; or
- b. "Bodily injury" or "property damage" resulting from the use of reasonable force to prevent or eliminate danger in the operation of "autos" or watercraft.

## 14. Falsity, Prior Publication, Criminal Act and Media and Internet Type Businesses

"Personal and advertising injury":

- a. Arising out of oral or written publication in any manner of material, if done by or at the direction of the insured with knowledge of its falsity;
- b. Arising out of oral or written publication in any manner of material whose first publication took place before the later of the following:
  - (1) The inception of this Coverage Part; or
  - (2) The "coverage term" in which insurance coverage is sought;
- c. Arising out of a criminal act committed by or at the direction of the insured; or
- d. Committed by an insured whose business is:
  - (1) Advertising, broadcasting, publishing or telecasting;
  - (2) Designing or determining content of websites for others; or
  - (3) An Internet search, access, content or service provider.

However, Paragraph **d.** does not apply to Paragraphs **17.a., b., c., d.** and **i.** of "personal and advertising injury" under **SECTION V - DEFINITIONS.**

For the purposes of Paragraph **d.**, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

## 15. Infringement of Copyright, Patent, Trademark or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property

rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement in your "advertisement", of copyright, trade dress or slogan.

## 16. Pollutant - Auto

a. "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, emission or escape of "pollutants":

(1) That are, or that are contained in any property that is:

(a) Being transported or towed by, handled, or handled for movement into, onto or from, an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion;

(b) Otherwise in the course of transit by or on behalf of the insured; or

(c) Being stored, disposed of, treated or processed in or upon an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion;

(2) Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the insured for movement into or onto an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion; or

(3) After the "pollutants" or any property in which the "pollutants" are contained are moved from an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion to the place where they are finally delivered, disposed of or abandoned by the insured.

Paragraph (1) above does not apply to "bodily injury" or "property damage" arising from fuels, lubricants, or other operating fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal

electrical, hydraulic or mechanical functioning of an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion or its parts, if:

(a) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

(b) The "bodily injury" or "property damage" does not arise out of the operation of any equipment listed in Paragraphs f.(2) and (3) of the definition of "mobile equipment".

However, this exception to Paragraph (1) does not apply if the fuels, lubricants, or other operating fluids, exhaust gases or other similar "pollutants" are intentionally discharged, dispersed, emitted or released.

Paragraphs (2) and (3) above do not apply to an "occurrence" that occurs away from premises owned by or rented to an insured with respect to "pollutants" not in or upon an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion if:

(a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion; and

(b) The discharge, dispersal, seepage, migration, release, emission or escape of the "pollutants" is caused directly by such upset, overturn or damage.

b. Any liability caused by "pollutants" and arising from the operation, maintenance, use, "loading or unloading" of an "auto", for which insurance coverage is excluded by "underlying insurance".

## 17. Pollutant - Other Than Auto

a. "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal,

seepage, migration, release, emission or escape of "pollutants":

- (1) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured.

However, Paragraph **a.(1)** of this exclusion does not apply to the following if such liability is covered by "underlying insurance" listed in the Schedule of Underlying Insurance, but only to the extent insurance is provided at the "underlying limit" specified in the Schedule of Underlying Insurance for the "underlying insurance" listed and subject to all its terms, limitations and conditions:

- (a) "Bodily injury", if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use by the building's occupants or their guests;
- (b) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor, and the owner or lessee of such premises, site or location has been added to your "underlying insurance" as an additional insured with respect to your ongoing operations or "your work" performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
- (c) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

- (2) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

- (3) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible;

- (4) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations, if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor.

However, Paragraph **a.(4)** of this exclusion does not apply to the following if such liability is covered by "underlying insurance" listed in the Schedule of Underlying Insurance, but only to the extent insurance is provided at the "underlying limit" specified in the Schedule of Underlying Insurance for the "underlying insurance" listed and subject to all its terms, limitations and conditions:

- (a) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;



- (b) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
  - (c) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
- (5) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations, if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of, "pollutants".
- b. "Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape or emission of "pollutants" at any time.
  - c. Any loss, cost or expense arising out of any:
    - (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
    - (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this Paragraph c. does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

- d. Any liability caused by "pollutants", for which insurance coverage is excluded by "underlying insurance".

## 18. Recall of Products, Work or Impaired Property

Any liability or damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- a. "Your product";
- b. "Your work"; or
- c. "Impaired Property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

## 19. Unauthorized Use of Another's Name or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag or any other similar tactics to mislead another's potential customers.

## 20. War

Any liability, however caused, arising directly or indirectly, out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack by any government, sovereign or authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

## 21. Workers' Compensation

Any liability or obligation of the insured under any workers' compensation, unemployment compensation, disability benefits or similar law. However, this exclusion does not apply to liability of others assumed by you under an "insured contract" in existence at the time of "occurrence".

## C. Defense and Supplementary Payments

- 1. We will have the right and duty to defend the insured against any "suit" seeking

damages because of "bodily injury", "personal and advertising injury" or "property damage" to which this insurance applies. We will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "personal and advertising injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result when:

- a. The applicable limits of the "underlying insurance" and any other insurance have been exhausted by payment of claims; or
  - b. Damages are sought for "bodily injury", "personal and advertising injury" or "property damage" which are not covered by "underlying insurance" or other insurance.
2. Our right and duty to defend ends when the applicable Limit of Insurance, as stated in the Declarations, has been exhausted by payment of claims.
  3. We have no duty to investigate, settle or defend any claim or "suit" other than those circumstances described in Paragraph **C.1**. However, we do have the right to participate in the investigation, settlement or defense of any claim or "suit" to which this insurance applies. If we exercise this right, we will do so at our expense.
  4. If there is no underlying insurer or other insurance obligated to do so, we will pay the following when we provide a defense:
    - a. All expenses we incur.
    - b. The cost of bail bonds up to \$3,000 (including bonds for related traffic law violations) required because of an "occurrence" we cover. We do not have to furnish these bonds.
    - c. The cost of bonds to appeal a judgment or award in any claim or "suit" we defend and the cost of bonds to release attachments, but only for bond amounts within the applicable Limits of Insurance. We do not have to furnish these bonds.
    - d. Reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including the actual loss of earnings.
    - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys'

fees or attorneys' expenses taxed against the insured.

5. If there is no underlying insurer obligated to do so, we will pay the following for an "occurrence" to which this insurance applies, even if we have no duty to provide a defense:
  - a. Prejudgment interest awarded against the insured on that part of the judgment we become obligated to pay and which falls within the applicable Limit of Insurance. If we make an offer to pay the applicable Limits of Insurance, we will not pay any prejudgment interest based on the period of time after the offer.
  - b. All interest awarded against the insured on the full amount of any judgment that accrues:
    - (1) After entry of the judgment; and
    - (2) Before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable Limit of Insurance.
6. The payments described in Paragraphs **4**. and **5**. above will not reduce the Limits of Insurance provided by this Coverage Part when defense or supplementary payments provided by the "underlying insurance" do not reduce their Limits of Insurance. However, when defense or supplementary payments provided by the "underlying insurance" reduce their Limits of Insurance then such expense payments paid by us will reduce the Limits of Insurance provided by this Coverage Part.
7. If we are prevented by law or otherwise from carrying out any of the provisions of **SECTION I - COVERAGE, C. Defense and Supplementary Payments**, we will pay any expense incurred with our written consent.

## **SECTION II - WHO IS AN INSURED**

1. Except for liability arising out of the ownership, maintenance, occupancy or use of an "auto":
  - a. If you are designated in the Declarations as:
    - (1) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
    - (2) A partnership or joint venture, you are an insured. Your members, partners and their spouses are also insureds, but only with respect to the conduct of your business.

- (3) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
  - (4) An organization other than a partnership, joint venture, or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders. Each of the following is also a Named Insured:
    - (a) Any "subsidiary" company of such organization, including any "subsidiary" of such "subsidiary":
      - 1) Existing at the inception of this Coverage Part; or
      - 2) Formed or acquired on or after the inception of this Coverage Part.
    - (b) Any other company controlled and actively managed by such organization or any "subsidiary" thereof:
      - 1) At the inception of this Coverage Part; or
      - 2) If the control and active management thereof is acquired on or after the inception of this Coverage Part.
  - (5) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
- b.** Each of the following is also an insured:
- (1) Any "employee" of yours while acting within the scope of their duties as such.
  - (2) Any person or organization while acting as your real estate manager.
  - (3) Any person or organization having proper temporary custody of your property if you die, but only:
    - (a) With respect to liability arising out of the maintenance or use of that property; and
    - (b) Until your legal representative has been appointed.
  - (4) Your legal representative if you die, but only with respect to duties as such.
- 2.** Only with respect to liability arising out of the ownership, maintenance, occupancy or use of an "auto":
- a.** You are an insured.
  - b.** Anyone else while using with your permission an "auto" you own, hire or borrow is also an insured except:
    - (1) The owner or any other person or organization (except your "executive officers" or principals) from whom you hire or borrow an "auto", unless such persons or organizations are insureds in your "underlying insurance" listed in the Schedule of Underlying Insurance, and then only for such hazards for which coverage is provided by such "underlying insurance". This exception does not apply if the "auto" is a trailer or semi-trailer connected to an "auto" you own.
    - (2) Your "employee", if the "auto" is owned by that "employee" or a member of his or her household, unless:
      - (a) Such "employee" is an insured with respect to that "auto" in the "underlying insurance" listed in the Schedule of Underlying Insurance, and then only for such hazards for which coverage is provided by such "underlying insurance"; or
      - (b) The "bodily injury" or "property damage" is sustained by a co-"employee" of such "employee".
    - (3) Someone using an "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos", unless that business is yours.
    - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from an "auto".
- c.** Anyone liable for the conduct of an insured described in Paragraphs **2.a.** and **b.** above is also an insured, but only if they are provided insurance coverage for such liability by valid and collectible "underlying insurance" listed in the Schedule of Underlying Insurance and then only for such hazards for which coverage is provided by such "underlying insurance".

3. At your option and subject to the terms and conditions of this insurance, any other person or organization not addressed by Paragraphs 1. and 2. above, but covered in the "underlying insurance" listed in the Schedule of Underlying Insurance are also insureds, but only to the extent that insurance is provided for such person or organization by the "underlying insurance".

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, "suits" brought or number of vehicles involved or insured; or
- c. Persons or organizations making claims or bringing "suits".

2. The Aggregate Limit is the most we will pay for all damages:

- a. Included in the "products-completed operations hazard";
- b. Because of "bodily injury" by disease sustained by your "employees" arising out of and in the course of their employment by you; or
- c. Because of "bodily injury", "personal and advertising injury" or "property damage" not included within a. or b. above. However, this Aggregate Limit will not apply to damages which are not subject to an Aggregate Limit in the "underlying insurance".

The Aggregate Limit applies separately to a., b. and c. The Aggregate Limit described in c. will apply only to damages not subject to a. or b. above.

3. Subject to the Limit of Insurance described in 2.c. above:

- a. Only in the event that "underlying insurance" specifically listed in the Schedule of Underlying Insurance provides an annual Aggregate Limit of Insurance for damages that would not be subject to 2.a. or b. above that is applicable separately to each:

- (1) Location owned by, or rented or leased to you solely with respect to damages which are the result of a claim or "suit" for "bodily injury" or "property damage" which can be at-

tributed to operations at only a single location, then the Aggregate Limit described in 2.c. above applies separately to each location owned by, or rented or leased to you.

- (2) Of your construction projects solely with respect to damages which are the result of a claim or "suit" for "bodily injury" or "property damage" which can be attributed only to ongoing operations and only at a single construction project, then the Aggregate Limit described in 2.c. above applies separately to each of your construction projects.

- b. Only with respect to the application of Limits of Insurance described in 3.a. above, the following terms location and construction project will have the following meanings:

- (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 entities, no matter how often or under how many different contracts, will be deemed to be a single construction project.

4. Subject to the limits described in 2. and 3. above, the Each Occurrence Limit is the most we will pay for the "ultimate net loss":

- a. In excess of the applicable limits of "underlying insurance"; or
- b. If an "occurrence" is not covered by "underlying insurance", but covered by the terms and conditions of this Coverage Part,

for all "bodily injury", "personal and advertising injury" and "property damage" arising out of any one "occurrence".

We will not pay more than the Limit of Insurance shown in this Coverage Part's Declarations for each "occurrence" because any Personal Umbrella Liability Policy(ies) is/are attached to this policy.

5. Subject to, and included within, the Limit of Insurance described in 4. above, we will not pay more than the limit of insurance required for the layer of insurance provided by this Coverage Part on behalf of:
  - a. An additional insured, as set forth in **SECTION II – WHO IS AN INSURED, Paragraph 3**; or
  - b. A party you have agreed to indemnify in an "insured contract".
6. Subject to the limits described in 2., 3., 4. and 5. above and to the terms and conditions of the "underlying insurance":
  - a. If the limits of "underlying insurance" have been reduced by payment of claims, this Coverage Part will continue in force as excess of the reduced "underlying insurance"; or
  - b. If the limits of "underlying insurance" have been exhausted by payment of claims, this Coverage Part will continue in force as "underlying insurance".
7. The Limits of Insurance of this Coverage Part apply separately to each "coverage term".

#### **SECTION IV - CONDITIONS**

##### **1. Appeals**

If the insured or any insurer who provides the applicable "underlying insurance" elects not to appeal a judgment which exceeds the "underlying limit", we may elect to do so at our own expense. We shall be liable for the taxable costs and disbursements and interest incidental thereto, but in no event shall this provision increase our liability beyond:

- a. Our applicable Limits of Insurance for all "ultimate net loss";
- b. Our applicable Defense and Supplementary Payments as described in **SECTION I - COVERAGE, C. Defense and Supplementary Payments**; and
- c. The expense of such appeal.

##### **2. Audit**

If this Coverage Part is subject to Audit, as indicated in the Declarations, then the following Condition applies:

- a. The premium shown in the Premium Computation Endorsement as Advance Premium is a deposit premium. At the close of each audit period, we will compute the earned premium for that period. If:

- (1) The earned premium is less than the deposit premium, we will return the excess to the first Named Insured; or
- (2) The earned premium is greater than the deposit premium, the difference will be due and payable to us by the first Named Insured upon notice from us. The due date for audit and retrospective premiums is the date shown as the due date on the bill.

However, in no event will the earned premium be less than the Minimum Premium stated in the Premium Computation Endorsement.

- b. The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request.

##### **3. Bankruptcy**

Bankruptcy or insolvency of the insured or the insured's estate shall not relieve us of any obligations under this Coverage Part.

##### **4. Duties in the Event of Occurrence, Claim or Suit**

- a. You must see to it that we are notified as soon as practicable of an "occurrence" which may result in a claim or "suit". To the extent possible, notice should include:

- (1) How, when and where the "occurrence" took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence".

This requirement applies only when the "occurrence" is known to an "authorized representative".

- b. If a claim is made or "suit" is brought against any insured you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and

- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

This requirement will not be considered breached unless the breach occurs after such claim or "suit" is known to an "authorized representative".

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

## 5. First Named Insured

The person or organization first named in the Declarations will act on behalf of all other insureds where indicated in this Coverage Part.

## 6. Legal Action Against Us and Loss Payments

- a. No legal action may be brought against us unless there has been full compliance with all the terms of this Coverage Part nor until the amount of the insured's obligation to pay has been finally determined as provided below. No person or organization has any right under this Coverage Part to bring us into any action to determine the liability of the insured.
- b. We shall be liable for payment of the "ultimate net loss" for any "occurrence" to which this Coverage Part applies:
  - (1) For "occurrences" not covered by "underlying insurance"; or
  - (2) In excess of the "underlying limit" applicable to the "occurrence" only after the insurers who provide the applicable "underlying insurance" have paid or become obligated to pay the amount of the "underlying limit" applicable to the "occurrence".

Our payment will be made following final determination of the amount of the insured's obligation to pay either by final judgment against the insured or by written agreement with the insured, the claimant, the underlying insurers and us.

## 7. Liberalization

If, within 60 days prior to the beginning of this Coverage Part or during the policy period, we make any changes to any forms or endorsements of this Coverage Part for which there is currently no separate premium charge, and that change provides more coverage than this Coverage Part, the change will automatically apply to this Coverage Part at the latter of:

- a. The date we implemented the change in your state; or
- b. The date this Coverage Part became effective; and

will be considered as included until the end of the current policy period. We will make no additional premium charge for this additional coverage during the interim.

## 8. Maintenance of Underlying Insurance

- a. While this Coverage Part is in effect, the insured shall maintain in force the "underlying insurance" listed in the Schedule of Underlying Insurance as collectible insurance. The terms, conditions and endorsements of "underlying insurance" will not materially change and renewals or replacements of "underlying insurance" will not be more restrictive in coverage.
- b. Limits of "underlying insurance" will not be reduced, except for any reduction or exhaustion in the aggregate limits of insurance due to payment of claims which are in accordance with **SECTION I - COVERAGE, A. Insuring Agreement**, Paragraph 2. of this Coverage Part.
- c. In the event you fail or neglect to maintain "underlying insurance" as required, this Coverage Part will apply as though such "underlying insurance" was in force and collectible at the time a claim is presented to us which is in accordance with **SECTION I - COVERAGE, A. Insuring Agreement**, Paragraph 2. of this Coverage Part.
- d. The limits of "underlying insurance" shall be deemed applicable, regardless of any defense which the insurer who provides the "underlying insurance" may assert because of the insured's failure to comply with any Condition of the policy or the inability of the insurer to pay by reason of bankruptcy or insolvency.
- e. You must notify us in writing as soon as practicable when any "underlying insurance" is no longer in effect or the limits or scope of coverage of any "underlying insurance" is changed.

## 9. Other Insurance

- a. This insurance is excess over, and shall not contribute with any other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends and coverage is otherwise applicable, we will have the right, but not the duty to undertake to do so, provided that whomever we agree to defend and the Named Insured assign their rights to us under the policies of the insurers who did not defend. Such assignment must be in writing.

- b. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:
  - (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
  - (2) The total of all deductible and self-insured amounts under all that other insurance.

## 10. Premium

The premium for this Coverage Part shall be as stated in the Declarations. The advance and anniversary premiums are not subject to adjustment, except as stated in the Declarations, or as stated in an endorsement issued by us to form a part of this Coverage Part.

You shall maintain records of such information as is necessary for premium computation, and shall, if requested by us, send copies of such records to us at the end of the "coverage term" and at such times during the policy period as we may direct.

## 11. Representations

- a. By acceptance of this Coverage Part, you agree that the statements in the Declarations are your agreements and representations, that this Coverage Part is issued in reliance upon the truth of such representations and that this Coverage Part embodies all agreements existing between you and us or any of our agents relating to this insurance.
- b. However, to the extent that the following applies in the "underlying insurance" listed specifically in the Schedule of Underlying Insurance, it will also apply to this Coverage Part:

Based on our reliance upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of this Coverage Part, we will not reject coverage under this Coverage Part based solely on such failure.

## 12. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

## 13. Transfer of Rights of Recovery Against Others to Us

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. Any recoveries shall be applied as follows:
  - (1) First, we will reimburse anyone, including the insured, the amounts actually paid by them that were in excess of our payments;
  - (2) Next, we will be reimbursed to the extent of our actual payment; and
  - (3) Lastly, any amounts left after meeting the obligations outlined in (1) and (2) above will be distributed to anyone else known to us at the time a recovery is made and who is legally entitled to such recovery.

Expenses incurred in the recovery shall be apportioned among all interests in the ratio of their respective recoveries as finally settled. If there is no recovery as a result of our attempts, we shall bear all of the recovery expenses.

- c. If prior to an "occurrence" to which this Coverage Part would apply, you and the issuer of your applicable "underlying insurance" listed specifically in the Schedule of Underlying Insurance waive any right of recovery against a person or organization for injury or damage, we will also waive any rights we may have against such person or organization.

## 14. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

## SECTION V - DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. "Advertisement" includes a publicity article. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an "advertisement".
2. "Authorized representative" means:
  - a. If you are:
    - (1) An individual, you and your spouse are "authorized representatives".
    - (2) A partnership or joint venture, your members, your partners, and their spouses are "authorized representatives".
    - (3) A limited liability company, your members and your managers are "authorized representatives".
    - (4) An organization other than a partnership, joint venture or limited liability company, your "executive officers" and directors are "authorized representatives". Provided you are not a publicly traded organization, your stockholders are also "authorized representatives".
    - (5) A trust, your trustees are "authorized representatives".
  - b. Your "employees" assigned to manage your insurance program, or assigned to give or receive notice of an "occurrence", claim or "suit" are also "authorized representatives".
3. "Auto" means:
  - a. Any land motor vehicle, trailer or semi-trailer designed for travel on public roads; or
  - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged."Auto" does not include "mobile equipment".
4. "Bodily injury" means bodily harm or injury, sickness, disease, disability, humiliation, shock, fright, mental anguish or mental injury, including care, loss of services or death resulting from any of these at any time.
5. "Coverage term" means the following individual increment, or if a multi-year policy period, increments, of time, which comprise the policy period of this Coverage Part:
  - a. The year commencing on the Effective Date of this Coverage Part at 12:01 AM standard time at your mailing address shown in the Declarations, and if a multi-year policy period, each consecutive annual period thereafter, or portion thereof if any period is for a period of less than 12 months, constitute individual "coverage terms". The last "coverage term" ends at 12:00 AM standard time at your mailing address shown in the Declarations on the earlier of:
    - (1) The day the policy period shown in the Declarations ends; or
    - (2) The day the policy to which this Coverage Part is attached is terminated or cancelled.
  - b. However, if after the issuance of this Coverage Part, any "coverage term" is extended for an additional period of less than 12 months, that additional period of time will be deemed to be part of the last preceding "coverage term".
6. "Coverage territory" means anywhere.
7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".



9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any similar governing document.
10. "Hostile fire" means one that becomes uncontrollable or breaks out from where it was intended to be.
11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
  - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement,
 if such property can be restored to use by:
  - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
  - b. Your fulfilling the terms of the contract or agreement.
12. "Insured contract" means:
  - 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 "property damage" by fire or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
  - b. A sidetrack agreement;
  - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - e. An elevator maintenance agreement;
  - f. That part of any other contract or agreement pertaining to your business, other than a contract or agreement pertaining to the rental or lease of any "auto", (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal and advertising injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or

- g. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

Paragraphs **f.** and **g.** do not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury", "property damage" or "personal and advertising injury" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing. However, if such liability is insured by valid and collectible "underlying insurance" as listed in the Schedule of Underlying Insurance, this Paragraph (1) shall not apply for such hazards for which insurance coverage is afforded by such "underlying insurance";
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (2) above and supervisory, inspection, architectural or engineering activities;
- (4) That indemnifies an advertising, public relations or media consulting firm for "personal and advertising injury" arising out of the planning, execution or failure to execute marketing communications programs. Marketing communications programs include but are not limited to comprehensive marketing campaigns; consumer, trade and corporate advertising for all media; media planning, buying, monitoring and analysis; direct mail; promotion; sales materials; design; presentations; point-of-sale materials; market research;

public relations and new product development;

- (5) Under which the insured, if an advertising, public relations or media consulting firm, assumes liability for "personal and advertising injury" arising out of the insured's rendering or failure to render professional services, including those services listed in Paragraph (4), above;
  - (6) That indemnifies a website designer or content provider, or Internet search, access, content or service provider for injury or damage arising out of the planning, execution or failure to execute Internet services. Internet Services include but are not limited to design, production, distribution, maintenance and administration of websites and web-banners; hosting websites; registering domain names; registering with search engines; marketing analysis; and providing access to the Internet or other similar networks;
  - (7) Under which the insured, if a website designer or content provider, or Internet search, access, content or service provider, assumes liability for injury or damage arising out of the insured's rendering or failure to render Internet services, including those listed in Paragraph (6), above;
  - (8) That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
  - (9) That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of an "auto" over a route or territory that person or organization is authorized to serve by public authority.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" includes supervisors furnished to you by the labor leasing firm. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
  - b. While it is in or on an aircraft, watercraft or "auto"; or
  - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  - b. Vehicles maintained for use solely on or next to premises you own or rent;
  - c. Vehicles that travel on crawler treads;
  - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
    - (1) Power cranes, shovels, loaders, diggers or drills; or
    - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
  - e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
    - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
    - (2) Cherry pickers and similar devices used to raise or lower workers;
  - f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding,

building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Any land vehicle subject to a compulsory or financial responsibility law or other motor vehicle insurance law is considered an "auto".

**16. "Occurrence" means:**

- a.** An accident, including continuous or repeated exposure to substantially the same general harmful conditions, that results in "bodily injury" or "property damage"; or
- b.** An offense that results in "personal and advertising injury".

All damages arising from the same accident, continuous or repeated exposure to substantially the same general harmful conditions, act or offense shall be deemed to arise from one "occurrence" regardless of:

- (1)** The frequency of repetition;
- (2)** The number or kind of media used; or
- (3)** The number of claimants.

**17. "Personal and advertising injury" means injury, including "bodily injury", arising out of one or more of the following offenses:**

- a.** False arrest, detention or imprisonment;
- b.** Malicious prosecution;
- c.** Abuse of process;
- d.** The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- e.** Defamation of character, including oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- f.** Oral or written publication, in any manner, of material that violates a person's right of privacy;
- g.** The use of another's advertising idea in your "advertisement";
- h.** Infringing upon another's copyright, trade dress or slogan in your "advertisement"; or

- i.** Discrimination, unless insurance coverage therefor is prohibited by law or statute.

**18. "Pollutants" mean any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, petroleum, petroleum products and petroleum by-products, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. "Pollutants" include, but are not limited to, substances which are generally recognized in industry or government to be harmful or toxic to persons, property or the environment regardless of whether the injury or damage is caused directly or indirectly by the "pollutants" and whether:**

- a.** The insured is regularly or otherwise engaged in activities which taint or degrade the environment; or
- b.** The insured uses, generates or produces the "pollutant".

**19. "Products-completed operations hazard":**

- a.** Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

**(1)** Products that are still in your physical possession; or

**(2)** Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

**(a)** When all of the work called for in your contract has been completed.

**(b)** When all of the work to be done at the site has been completed, if your contract calls for work at more than one site.

**(c)** When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b.** Does not include "bodily injury" or "property damage" arising out of:

**(1)** The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition

was created by the "loading or unloading" of that vehicle by any insured; or

- (2) The existence of tools, uninstalled equipment or abandoned or unused materials.

20. "Property damage" means:

- a. Physical injury to or destruction of tangible property including all resulting loss of use. All such loss of use shall be deemed to occur at the time of the physical injury or destruction that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

21. "Subsidiary" means any organization in which more than 50% of the outstanding securities or voting rights representing the present right to vote for election of directors is owned or controlled, directly or indirectly, in any combination, by one or more of the Named Insureds.

22. "Suit" means a civil proceeding in which money damages because of "bodily injury", "personal and advertising injury" or "property damage" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such money damages are claimed and to which the insured must submit or does submit with our consent;
- b. Any other alternative dispute resolution proceeding in which such money damages are claimed and to which the insured submits with our consent; or
- c. An appeal of a civil proceeding.

23. "Temporary worker" means a person who is furnished to you to:

- a. Substitute for a permanent "employee" on leave; or
- b. Meet seasonal or short-term workload conditions.

24. "Ultimate net loss" means the sum actually paid or payable in the settlement or satisfaction of the insured's legal obligation for damages, covered by this insurance, either by adjudication or compromise. "Ultimate net loss" does not include Defense and Supplementary Payments as described in **SECTION I - COVERAGE, C. Defense and Supplementary Payments** of this Coverage Part.

25. "Underlying insurance" means the insurance listed in the Schedule of Underlying Insurance and the insurance available to the insured under all other insurance policies applicable to the "occurrence". "Underlying insurance" also includes any type of self-insurance or alternative method by which the insured arranges for funding of legal liabilities that affords coverage that this Coverage Part covers.

26. "Underlying limit" means the total of the applicable limits of all "underlying insurance" less the amount, if any, by which the applicable limit of the applicable policy listed in the Schedule of Underlying Insurance has been reduced solely by payment of loss resulting from claims which are in accordance with **SECTION I - COVERAGE, A. Insuring Agreement**, Paragraph 2. of this Coverage Part.

27. "Workplace" means that place and during such hours to which the "employee" sustaining injury was assigned by you, or any other person or entity acting on your behalf, to work on the date of "occurrence".

28. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

- (a) You;
- (b) Others trading under your name; or
- (c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of your product; and
- (2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

29. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

- (2) Materials, parts or equipment furnished in connection with such work or operations.
  - b. Includes:
    - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
    - (2) The providing of or failure to provide warnings or instructions.

# NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

## COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

**A. SECTION I - COVERAGE, B. Exclusions** is modified to add the following:

This insurance does not apply to:

1. Any liability:
  - a. With respect to which an insured under this Coverage Part is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - b. Resulting from the "hazardous properties" of "nuclear material" and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this Coverage Part not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
2. Any liability resulting from the "hazardous properties" of "nuclear material", if
  - a. The "nuclear material" (1) is at any "nuclear facility" owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
  - b. The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  - c. The injury or damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this

Exclusion c. applies only to "property damage" to such "nuclear facility" and any property thereat.

**B. SECTION V - DEFINITIONS** is hereby modified to add the following definitions:

1. "Hazardous properties" include radioactive, toxic or explosive properties;
2. "Nuclear material" means "source material", "special nuclear material" or "by-product material";
3. "Source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
4. "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";
5. "Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".
6. "Nuclear facility" means:
  - a. Any "nuclear reactor";
  - b. Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", (3) or handling, processing or packaging "waste";
  - c. Any equipment or device used for the processing, fabricating or alloying of "special nuclear materials", if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

**d.** Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

**7.** "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

**8.** "Property damage" includes all forms of radioactive contamination of property.

**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.

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

10/16/2023

**Date Rec'd**

10/4/2023

**Clerk's File #**

ORD C36450

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

POLICE

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

SHAWNA ERNST 625-4106

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

SERNST@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Special Budget Ordinance

**Requisition #****Agenda Item Name**

1620-POLICE-SBO/GRANT ACCEPTANCE FOR BJA DIGITAL EVIDENCE MANAGEMENT GRANT

**Agenda Wording**

Acceptance of \$1M in grant funds for BJA Digital Evidence Management and subsequential approval of SBO for 2023 amount.

**Summary (Background)**

Spokane Police Department in partnership with the City of Spokane Prosecutor's Office was awarded a \$1,000,000 Bureau of Justice Assistance Grant. This is a competitive grant with only two agencies in the nation receiving the award. Funds provided under the grant would be used to streamline and automate digital evidence sharing. SBO is requested to provide necessary grant expenditure budget along with grant reimbursement revenue. Net zero effect on the overall budget.

Lease? NO

Grant related? YES

Public Works? NO

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

Revenue \$ \$337,139

# 1620-XXXXX-99999-33316-99999

Expense \$ \$241,710

# 1620-XXXXX-21140-51003-99999

Expense \$ \$10,429

# 1620-XXXXX-21140-53521-99999

Expense \$ \$85,000

# 1620-XXXXX-21140-54101-99999

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

MEIDL, CRAIG

**Study Session\Other**

Public Safety 10-2-2023

**Division Director**

MEIDL, CRAIG

**Council Sponsor**

CP Kinnear &amp; CM Cathcart

**Finance**

SCHMITT, KEVIN

**Distribution List****Legal**

PICCOLO, MIKE

**For the Mayor**

JONES, GARRETT

**Additional Approvals****Purchasing****MANAGEMENT & BUDGET**

STRATTON, JESSICA

**ACCOUNTING - GRANTS**

MURRAY, MICHELLE

## Committee Agenda Sheet

### Public Safety and Community Health

|                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|---------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Submitting Department</b>    | Spokane Police Department                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Contact Name &amp; Phone</b> | Shawna Ernst – 509-625-4106                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Contact Email</b>            | sernst@spokanepolice.org                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Council Sponsor(s)</b>       | CM Cathcart, CM Kinnear                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Select Agenda Item Type</b>  | <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 5 minutes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Agenda Item Name</b>         | BJA Digital Evidence Management Grant Acceptance & SBO                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Summary (Background)</b>     | <p>Spokane Police Department in partnership with the City of Spokane Prosecutor’s Office was awarded a \$1,000,000 Bureau of Justice Assistance Grant. This is a competitive grant with only two agencies in the nation receiving the award.</p> <p><b>Project Description (from the grant application):</b></p> <p>The Spokane Police Department (SPD) implemented a BWC program in 2015 and integrated the program with digital evidence management in 2021 using a centralized, cloud-based system. The current system works well but requires significant staff time to ensure digital evidence is shared with the City of Spokane Prosecutor’s Office in an effective manner. SPD has taken an approach of sharing all misdemeanor-related BWC video based on an integration with Computer-Aided Dispatch (CAD) calls for service. This approach has many advantages including providing evidence quickly, but significant disadvantages in that it shares digital media the Prosecutor’s Office may not need and relies on CAD data which does not directly relate to charge levels (misdemeanor vs felony) or the call for service outcome (arrest, citation, warning, etc.). This proposal seeks to improve video categorization and develop robust software integrations to automate the transfer of evidence from the digital evidence management system to the Prosecutor’s Office/Court software suite.</p> <p>The proposal requests funding through Category 3: Digital Evidence Management and Integration Demonstration Projects of the BWC Policy and Implementation Program solicitation (O-BJA-2023-171562).The project has five goals:</p> <p><b>Goal 1:</b> Improve BWC categorization to better identify misdemeanor video (for routing to City Prosecutor’s Office) versus felony video (for routing to County Prosecutor’s Office).</p> <p><b>Goal 2:</b> Improve BWC video routing by conflating video with call for service outcomes (arrest, citation, infraction, etc.). Reduce the number of videos sent to the Prosecutor’s Office that are not tied to criminal action.</p> <p><b>Goal 3:</b> Reduce storage of digital evidence that has met its court and Washington State Public Records Act required retention. This will reduce cloud hosted storage space and reduce public records liability and the time needed to redact BWC video.</p> |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <p><b>Goal 4:</b> Reduce manual file sharing processes through automation.</p> <p><b>Goal 5:</b> Reduce manual review of digital evidence and risk of missing evidence during investigations/case discovery process. SPD will provide performance measures including a comparison of data shared since 2021 and data shared after completion of the project phases. SPD will also provide a SharePoint site with documentation on project progress, milestones, technical documentation, end-user training, and other items. SPD is currently working to migrate from its current police report/records management system to a cloud based system fully integrated with the digital evidence management system. That companion project will allow for sharing of project documentation and lessons learned covering both projects.</p> <p>This grant funding will improve digital evidence sharing for all cases in Spokane and will benefit both the City of Spokane Prosecutor’s Office (40 personnel) and the Spokane County Prosecutor’s Office (139 personnel). There will be additional benefits for the Spokane County Sheriff’s Office, Spokane Valley Police Department, and Liberty Lake Police Department as those partner agencies, along with Spokane Police, are members of a regional public safety software consortium and share a single computer aided dispatch/law enforcement records management system, and utilize the same digital evidence vendor. This ongoing partnership will make knowledge-sharing very effective. In total, this project could easily benefit 1,000 staff members in the greater Spokane area as well as improving case outcomes for victims by ensuring that digital evidence is quickly and seamlessly shared via the discovery process.</p> <p>Funds provided under the grant would be used to streamline and automate digital evidence sharing from the police Evidence.com system to the Prosecutor’s eSeries system. Funding would provide professional services from the respective vendors, offset staff costs related to grant activities, and fund a project employee dedicated to this work.</p> <p>Special budget ordinance is requested to provide necessary grant expenditure budget along with grant reimbursement revenue. Net zero effect on the overall budget.</p> |
| <p><b>Proposed Council Action &amp; Date:</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <p>Grant acceptance and SBO approval on October 16<sup>th</sup>, 2023</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <p><b>Fiscal Impact:</b><br/>This is a non-match grant. There is no fiscal impact to the City.</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 checked="" type="checkbox"/> Recurring</p> <p>Specify funding source: Dept of Justice through the Bureau of Justice Assistance</p> <p>Expense Occurrence      <input checked="" type="checkbox"/> One-time      <input checked="" type="checkbox"/> Recurring</p> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

All expenses occur during the three-year funding timeframe (2023 – 2026)

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

**Operations Impacts**

What impacts would the proposal have on historically excluded communities?

This proposal will streamline digital evidence for all cases and will benefit the entire community by reducing workload on existing staff, freeing up staff to perform other important services.

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?

Under the grant requirements, we will collect a wealth of data about the efficacy of this program. We are not planning to collect data by existing disparities since this program impacts every case in the system and the benefits will be seen across the spectrum.

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

Data will be collected following the requirements of the grant.

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 aligns with the Strategic Plan goal “Safe and Healthy” as it makes significant improvements to effective criminal justice processes.

ORDINANCE NO C36450

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 Public Safety & Judicial 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 Public Safety & Judicial Grants Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase revenue by \$337,139.
  - A) Of the increased revenue, \$337,139 is provided by the Department of Justice through their FY23 BJA Body-Worn Camera grant.
  
- 2) Increase appropriation by \$337,139.
  - A) Of the increased appropriation, \$241,710 is provided solely for base wages.
  - B) Of the increased appropriation, \$10,429 is provided solely for computers.
  - C) Of the increased appropriation, \$85,000 is provided solely for professional services.

Section 2. 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 accept body-worn camera grant funding from the Department of Justice, 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:**  
10/16/2023

|                       |            |
|-----------------------|------------|
| <b>Date Rec'd</b>     | 10/2/2023  |
| <b>Clerk's File #</b> | ORD C36451 |
| <b>Renews #</b>       |            |
| <b>Cross Ref #</b>    |            |
| <b>Project #</b>      |            |
| <b>Bid #</b>          |            |
| <b>Requisition #</b>  |            |

|                           |                                                        |
|---------------------------|--------------------------------------------------------|
| <b>Submitting Dept</b>    | RETIREMENT                                             |
| <b>Contact Name/Phone</b> | CHRISTINE SHISLER 625-6833                             |
| <b>Contact E-Mail</b>     | CSHISLER@SPOKANECITY.ORG                               |
| <b>Agenda Item Type</b>   | Special Budget Ordinance                               |
| <b>Agenda Item Name</b>   | 6100-RETIREMENT-SBO FOR NEW RETIREMENT FTE (CLERK III) |

**Agenda Wording**  
Approval of this SBO will allow a Clerk III position to be created so the hiring process can begin.

**Summary (Background)**  
The Retirement board approved the addition of the new Clerk III position prior to the submission of this SBO. If the new position is approved by City Council, the department hopes to hire a Clerk III via transfer or promotion to expedite the process. Ideally, the new hire will begin in early November 2023. 2023 funding is provided from salary savings from vacant Director position.

|                      |                   |                       |
|----------------------|-------------------|-----------------------|
| Lease? NO            | Grant related? NO | Public Works? NO      |
| <b>Fiscal Impact</b> |                   | <b>Budget Account</b> |
| Select               | \$                | #                     |
| Select               | \$                | #                     |
| Select               | \$                | #                     |
| Select               | \$                | #                     |

|                                |                    |                              |                         |
|--------------------------------|--------------------|------------------------------|-------------------------|
| <b>Approvals</b>               |                    | <b>Council Notifications</b> |                         |
| <b>Dept Head</b>               | SHISLER, CHRISTINE | <b>Study Session\Other</b>   | Public Safety 10-2-2023 |
| <b>Division Director</b>       |                    | <b>Council Sponsor</b>       | CM Bingle & CM Stratton |
| <b>Finance</b>                 | MURRAY, MICHELLE   | <b>Distribution List</b>     |                         |
| <b>Legal</b>                   | PICCOLO, MIKE      |                              |                         |
| <b>For the Mayor</b>           | JONES, GARRETT     |                              |                         |
| <b>Additional Approvals</b>    |                    |                              |                         |
| <b>Purchasing</b>              |                    |                              |                         |
| <b>MANAGEMENT &amp; BUDGET</b> | STRATTON, JESSICA  |                              |                         |
|                                |                    |                              |                         |
|                                |                    |                              |                         |

## Committee Agenda Sheet

### Public Safety & Community Health Committee

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Submitting Department</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Retirement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Contact Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Christine Shisler                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Contact Email &amp; Phone</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <a href="mailto:cshisler@spokanecity.org">cshisler@spokanecity.org</a> 509-625-6833                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Council Sponsor(s)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | CM Bingle & CM Stratton                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Select Agenda Item Type</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 5:00 minutes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Agenda Item Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | SBO – New Retirement FTE, Clerk III                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Summary (Background)</b><br><br>*use the Fiscal Impact box below for relevant financial information                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <p>The former Director of Retirement, Phillip Tencick, vacated the position in January 2023. Following Phillip’s departure, the Assistant Director of Retirement, Christine Shisler, was selected as the Interim Director of Retirement.</p> <p>In 2023 the Law Enforcement Officers’ and Fire Fighters’ (LEOFF) I retiree medical was moved to the Retirement department as Kris Redmond was promoted from Benefits Specialist to Human Resources Analyst 1. Administration of LEOFF I retiree medical took approximately one-third of Kris’ time, sometimes more. The Retirement department’s current staff of two requires the assistance of a third person in the department.</p> <p>The Retirement board approved the addition of the new Clerk III position prior to the submission of this SBO. If the new position is approved by City Council the department hopes to hire a Clerk III via transfer or promotion to expedite the process. Ideally, the new hire will begin in early November, 2023.</p> <p><b>This SBO does not include an increase to the Retirement Fund’s appropriation for 2023</b> because salary savings for the Director of Retirement position provides sufficient budget capacity to pay for the new position for the remainder of 2023.</p> |
| <b>Proposed Council Action</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Approval of this SBO to allow the Clerk III position to be created so the hiring process can begin.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <p><b>Fiscal Impact</b></p> <p>Total Annual Cost:                    \$74,000 - \$103,000 (Step 1 – Step 6)</p> <p>Total Cost Remaining This Year: \$12,000 - \$17,000 (Step 1 – Step 6, 2 months)</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 checked="" type="checkbox"/> One-time    <input type="checkbox"/> Recurring</p> <p>Specify funding source: Salary savings from the vacant (since Jan. 2023) Director of Retirement position.</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> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

**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 – this new position would not directly help any community specifically. It will indirectly help retirees by increasing the capacity of the Retirement department.

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 – the new position does not introduce any new program/policy so there won't be any data to collect/analyze/report.

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

Data won't be collected, but the Department may choose to reassess the need for the additional FTE or Clerk III specifically after they have filled the vacant Director of Retirement position.

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 new position will help the Retirement department effectively administer the City's retirement plans for current and future retirees which is a legal obligation more than it is a comprehensive plan item.

ORDINANCE NO C36451

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 Retirement 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 Retirement Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Add one classified Clerk III position (from 0 to 1).
- A) There is no change to the overall appropriation level in the Retirement Fund, salary savings from the vacant Director of Retirement position are sufficient to fund the new position for the remainder of 2023.

Section 2. 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 add a new position in the Retirement Department to effectively administer new and existing aspects of the City's retirement plans, 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:**  
10/16/2023

|                       |               |
|-----------------------|---------------|
| <b>Date Rec'd</b>     | 10/4/2023     |
| <b>Clerk's File #</b> | RES 2023-0089 |
| <b>Renews #</b>       |               |

|                           |                                                           |                      |  |
|---------------------------|-----------------------------------------------------------|----------------------|--|
| <b>Submitting Dept</b>    | DEVELOPMENT SERVICES CENTER                               | <b>Cross Ref #</b>   |  |
| <b>Contact Name/Phone</b> | ELDON BROWN 6305                                          | <b>Project #</b>     |  |
| <b>Contact E-Mail</b>     | EBROWN@SPOKANECITY.ORG                                    | <b>Bid #</b>         |  |
| <b>Agenda Item Type</b>   | Resolutions                                               | <b>Requisition #</b> |  |
| <b>Agenda Item Name</b>   | 4700 – RESOLUTION TO MODIFY RETAIL WATER SERVICE AREA - A |                      |  |

**Agenda Wording**

A RESOLUTION relating to modification of the City of Spokane's Retail Water Service Area to include Spokane County Parcel Numbers 26213.0501, 24073.0110, 36352.9005, 26212.0609, 24182.0105, 24051.9009, 24051.9076 and 24051.9089.

**Summary (Background)**

Various property owners are requesting to connect certain properties to the City of Spokane Water System. Presently, these properties are located outside the City of Spokane's Retail Water Service Area. Prior to the City accepting applications to connect, these properties shall be included in the City's Retail Water Service Area.

Lease? NO Grant related? NO Public Works? YES

**Fiscal Impact**

|         |    |   |
|---------|----|---|
| Neutral | \$ | # |
| Select  | \$ | # |
| Select  | \$ | # |
| Select  | \$ | # |

**Budget Account**

**Approvals**

|                          |                     |
|--------------------------|---------------------|
| <b>Dept Head</b>         | PALMQUIST, TAMI     |
| <b>Division Director</b> | MACDONALD, STEVEN   |
| <b>Finance</b>           | ORLOB, KIMBERLY     |
| <b>Legal</b>             | SCHOEDEL, ELIZABETH |
| <b>For the Mayor</b>     | JONES, GARRETT      |

**Council Notifications**

|                            |                               |
|----------------------------|-------------------------------|
| <b>Study Session\Other</b> | PIES 8/28/23                  |
| <b>Council Sponsor</b>     | Wilkerson, Stratton, Cathcart |

**Distribution List**

|                            |
|----------------------------|
| ebrown@spokanecity.org     |
| tpalmquist@spokanecity.org |
| smacdonald@spokanecity.org |
| akiehn@spokanecity.org     |

**Additional Approvals**

**Purchasing**

|  |  |
|--|--|
|  |  |
|  |  |
|  |  |

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Submitting Department</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Development Services Center                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Contact Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Eldon Brown                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Contact Email &amp; Phone</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <a href="mailto:ebrown@spokanecity.org">ebrown@spokanecity.org</a> 509-625-6305                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Council Sponsor(s)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Betsy Wilkerson                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Select Agenda Item Type</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 15 min                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Agenda Item Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 2023 Amendments to City's Retail Water Service Boundary                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Summary (Background)</b><br><br>*use the Fiscal Impact box below for relevant financial information                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <p>6 Applications are located inside the Urban Growth Area (UGA), outside the City's Retail Water Service Area (RWSA), but inside the City's Future Water Service Area. 1 Application is located outside the UGA. Applicants are requesting City water service to serve these parcels located in Spokane County. Parcels will be developed in accordance with Spokane County zoning and land-use requirements.</p> <p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> <li>• Resolutions to amend the RWSA (see attached)</li> <li>• 2023 Applications to Amend the City's RWSA – Summary of Criteria considered for each Application (see attached)</li> </ul> |
| <b>Proposed Council Action</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <p><b>Fiscal Impact</b></p> <p>Total Cost: <a href="#">Click or tap here to enter text.</a></p> <p>Approved in current year budget?    <input type="checkbox"/> Yes    <input type="checkbox"/> No    <input checked="" type="checkbox"/> N/A</p> <p>Funding Source    <input type="checkbox"/> One-time    <input type="checkbox"/> Recurring</p> <p>Specify funding source: <a href="#">Click or tap here to enter text.</a></p> <p>Expense Occurrence    <input type="checkbox"/> One-time    <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p> <p>When applicants construct water facilities to serve their developments, City will receive revenues from new customers and incur expenses to operate and maintain new public water facilities</p> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <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? NA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 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? NA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| New additions to the City's water system will need to be evaluated (revenues versus expenditures) to determine impacts to the City's rate structure.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

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?

SMC Section 13.04.1921 – City’s Retail Water Service Area; City’s Duty to Provide Water Service;  
WAC 246-290-100 (Washington State Department of Health)

## RESOLUTION 2023-0089

A RESOLUTION relating to modification of the City of Spokane's Retail Water Service Area (RWSA) to include Spokane County Parcel Numbers 26213.0501; 24073.0110; 36352.9005; 26212.0609; 24182.0105; 24051.9009; 24051.9076 and 24051.9089 and authorizing the amendment of the City's RWSA map on file with the Washington State Department of Health.

WHEREAS, pursuant to the Washington State Department of Health Rules and Regulations, WAC 246-290-100, the City of Spokane is required to update its Comprehensive Water System Plan at least every ten years; and

WHEREAS, the City of Spokane's Comprehensive Water System Plan pursuant to Washington State Department of Health rules and regulations defines existing water service areas, retail water service areas, and future water service areas; and

WHEREAS, the above listed parcels have requested inclusion into the City's retail water service for consideration of future water service connection, subject to the City's policies and procedures for providing water service; and

WHEREAS, the above listed parcels are located within the Urban Growth Area (UGA) Boundary and/or joint planning areas and comply with the applicable comprehensive planning documents for their property locations; and

WHEREAS, the above listed parcels are located within the City's Future Water Service Area, but are located outside the current RWSA, as defined in the latest RWSA map; and

WHEREAS, the Spokane Municipal Code requires City Council approval of an amendment to expand the RWSA; and

WHEREAS, Spokane County Parcel Numbers 26213.0501 and 26212.0609 are located in the Northwest Terrace Pressure Zone. Spokane County Parcel Number 36352.9005 is located in the North Hill Pressure Zone and Spokane County Parcel Numbers 24073.0110; 24182.0105; 24051.9009; 24051.9076 and 24051.9089 are located in the West Plains Pressure Zone; and

WHEREAS, while the City has determined that additional water infrastructure improvements, i.e. booster stations / tanks / transmission mains must be constructed and operating prior to approving any new request for a service connection in the Northwest Terrace and West Plains Pressure Zones, said infrastructure has been approved by the City Council in the Resolution Modifying RWSA Map



approved 2023-2028 Citywide Capital Improvement Program for service in a timely and reasonable manner; and

WHEREAS, the property owners of the above listed parcels understand and have agreed expansion of the RWSA to include said properties will require additional evaluation of any request for water service and have agreed to comply with the City's design and construction requirements, including signing an annexation covenant; and

WHEREAS, the Spokane City Council after careful consideration, finds modification of the RWSA to include Spokane County Parcel Numbers 26213.0501; 24073.0110; 36352.9005; 26212.0609; 24182.0105; 24051.9009; 24051.9076 and 24051.9089 to be in the public interest;-  
-NOW, THEREFORE,

BE IT RESOLVED by the City of Spokane:

1) The amendment of the Retail Water Service Area Map is hereby approved to include Spokane County Parcel Numbers 26213.0501; 24073.0110; 36352.9005; 26212.0609; 24182.0105; 24051.9009; 24051.9076 and 24051.9089.

2) Staff is authorized to seek the approval from the Washington State Department of Health for amendment of the city's water service areas consistent with this resolution and other resolutions adopted to amend city water service areas as necessary.

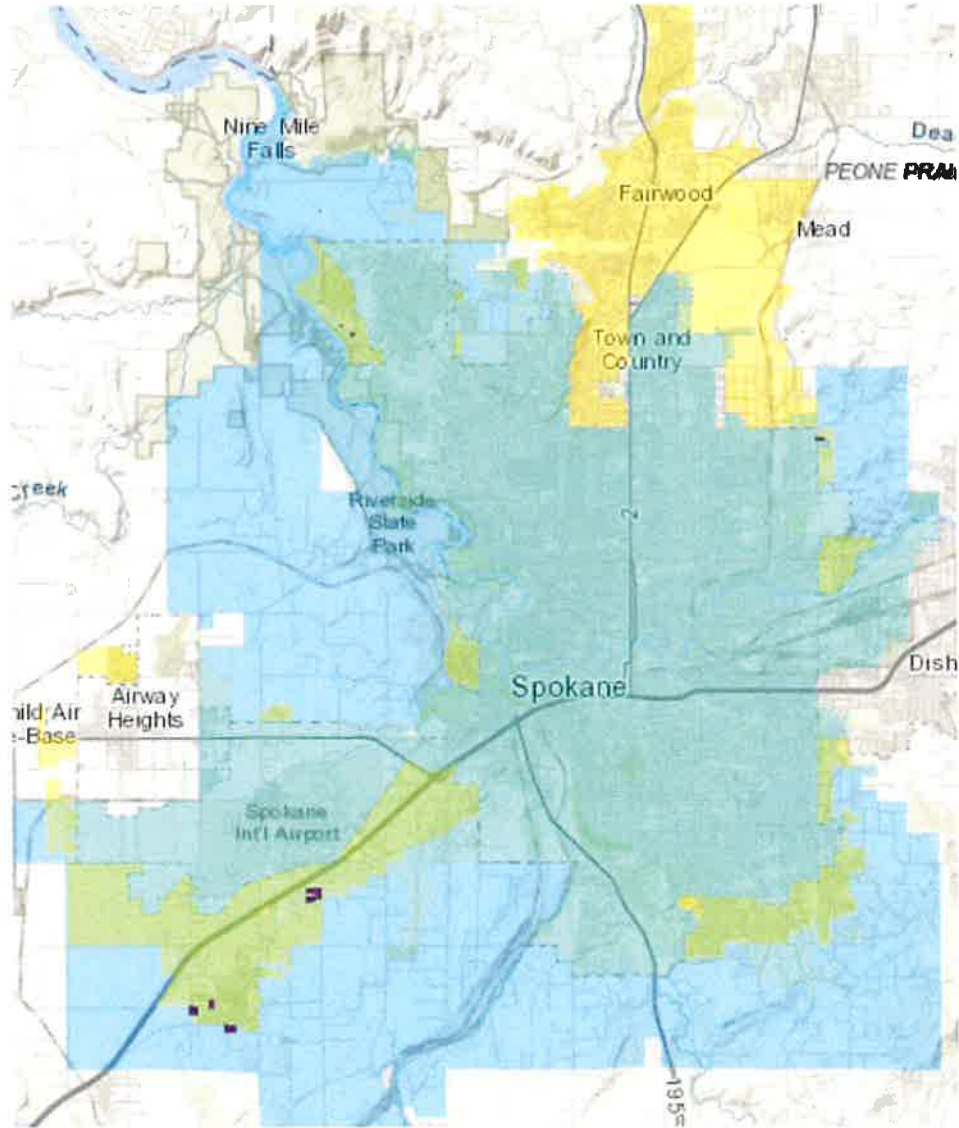
Adopted and approved by City Council \_\_\_\_\_, 2023.

\_\_\_\_\_  
City Clerk


Approved as to Form:

\_\_\_\_\_  
Assistant City Attorney

# 2023 Water Retail Service Map



**MEMORANDUM CITY OF SPOKANE WATER DEPARTMENT**

DATE: April 4, 2023  
TO: Loren Searl, Director – Water Department  
FROM: James Sakamoto, P.E., Principal Engineer – Water Department   
SUBJ: Water Utility Consistency Review of the Gaydarzhi Application for Retail Service Area Amendment, Parcel #26213.0501

A review of the Subject application for consistency with Section 1.8-1.9 of the City of Spokane Water System Plan (WSP), The Duty to Provide Water Service Policy, dated March 18, 2016, RCW 43.20.260, Chapter 246-290 WAC, and the City of Spokane Comprehensive plan CFU 3.6 is provided below for consideration.

The subject application dated February 2, 2023, is located in the City of Spokane Future Service Area for water service, in the Joint Planning Area of the UGA boundary and outside of the current City of Spokane Retail Service Area. The subject parcel is approximately 0.56 acres located in Nine Mile Falls Area in Northwest Spokane.

Outlined in The Duty to Provide Water Service Policy, dated March 18, 2016, to provide service outside of the Retail Service Area (RSA) the **City Council must approve an amendment of RSA to include the property into the RSA**. The submitted application is a request by the property owner to move towards the amendment of the RSA to fulfill this requirement.

The City evaluates all water service requests according to the Duty to Provide Water Service Policy and Chapter 246-290 WAC as follows:

**Duty to Serve Requirement: (WSP Section 1.9)**

The City of Spokane Water Department as a municipal water supplier has a duty to provide service to all new connections requested in its retail service area. Service within the retail service area will be provided when the service connection request meets all four elements stated in RCW 43.20.260:

**1. Capacity:**

*Requirement:* The water system has sufficient capacity to serve water to the new service requested in a safe and reliable manner. Capacity is and will be sufficient to meet all flow requirements and will not impede or reduce existing services below all required flow requirements.

*Analysis:* The Subject parcels are located in the Northwest Terrace Pressure Zone. Sufficient Capacity exists in the Northwest Terrace system to serve the subject parcel.

**2. Consistency:**

*Requirement:* All new service requests shall be consistent with adopted State and local development regulations including but not limited to the Urban Growth Boundary and its requirements on growth and all requirements of the City of Spokane's Comprehensive Plan.

*Analysis:* The City Council must approve an amendment of RSA to include the property into the RSA. The subject parcel is located in the Seven Mile Joint Planning Area of the Urban Growth Boundary and adjacent to the existing Retail Service Area boundary. Since the subject parcel is located in the Urban Growth Boundary the limitations of water service outlined in CFU 3.6 do not apply. The subject parcel is however subject to all applicable State and Local rules and regulations in the plating and development of the subject parcels. Inclusion of the subject parcel into the RSA boundary does not relieve the property owner or its agents of the requirements and process for plating and developing the subject parcels to include obtaining a new service connection or Certificate of Water Availability.

**3. Water Rights:**

*Requirement:* Available water rights must be sufficient to provide for all new service requested.

*Analysis:* Water Rights are sufficient to provide for the requested service.

**4. Timely and Reasonable:**

*Requirement:* The water system shall have the necessary infrastructure in place to provide for any new service or must have in the capital improvement plan, the necessary infrastructure improvements to provide for new services in a timely and reasonable manner. A developer may elect to construct infrastructure improvements at their cost, but all such infrastructure improvements shall meet all applicable standards, rules and regulations and shall be consistent with all development regulations.

*Analysis:* Water main capable of providing water service to the proposed subject parcel is located east of the subject parcel. The 12" water main is located directly adjacent to the parcel on North Nine Mile Road. The developer would be responsible for costs associated for the water service connection to the existing main and for all required permitting and shall meet all applicable rules and regulations and be consistent with all development regulations.

Additional limitations listed in The Duty to Provide Water Service Policy, dated March 18, 2016 that would apply to this application includes:

- An Annexation covenant must be signed.
- Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer and applicable liabilities.

**Additional Considerations:**

No additional considerations for the subject application.

Following our consistency review of the subject application we find that the subject parcels in the application may be timely for an amendment to expand the RSA boundary. The subject parcel is located in the Seven Mile Joint Planning Area of the Urban Growth Boundary and sufficient capacity exists in the pressure zone to provide service. Sufficient water rights exist to provide for the requested service and the developer would need to secure all necessary approvals at their cost to connect a water service to the subject parcel meeting all applicable development regulations.

If there are any question or if you require additional information or documentation please contact me at your convenience.

Cc: Eldon Brown, P.E. – Principal Engineer – COS Developer Services  
Elizabeth Schoedel – Assistant City Attorney – COS Legal

Encl:



**New water service connections and Certificates of Water Availability (COA) outside the boundaries of the City's designated Retail Water Service Area as depicted in the City's Comprehensive Water System Plan shall be in accordance to SMC 13.04.1921**

**SMC 13.04.1921 provides that amendments to the Comprehensive Water System Plan to expand the Retail Water Service Area to include new customers outside of the boundaries of the Retail Water Service Area shall be considered cumulatively on an annual basis or more frequently by a vote of City Council. Requests for such amendments must be submitted prior to March 31st in order to be considered in the annual amendment cycle.**

**Date of Application:** 2-2-2023

**Deadline for 120 day Response from Date of Application:** \_\_\_\_\_

**PROPERTY OWNERS REQUESTING TO EXPAND THE RETAIL WATER SERVICE AREA MUST AGREE AND PROVIDE THE FOLLOWING:**

- Furnish a legal description and map of the area under consideration.
- State fully the purpose for which water is to be used with your application.
- Provide justification for expansion of the Retail Water Service Area with your application.
- The extension of existing water main, new lateral or service connection will be at developer's expense and must follow current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.
- Payment of all charges for the new service connection.
- Verify that any outstanding combined utility charges are paid in full.
- Pay for and provide all engineering, accepted plans and permits upon request.
- Request inspection of all underground water service line(s) on property and comply with all requirements of the City of Spokane's Water and Hydroelectric Department.
- Sign an Annexation Covenant.

**PROPERTY INFORMATION: By City of Spokane Staff**

- Is the property within the Urban Growth Area boundary? Yes \_\_\_ No X
- Does the property have a prior commitment to serve water? Yes \_\_\_ No X
- Is the property within the City of Spokane Coordinated Water System Plan Boundary?  
Yes X No \_\_\_

**LEGAL DESCRIPTION: By Applicant**

Parcel  
Lot 26213.0501 Block \_\_\_\_\_  
Addition \_\_\_\_\_

Legal Attached: Yes/No \_\_\_\_\_

**PROPERTY OWNER: (Please Print)**

Name: Anna Gaydarzhi Alex Gaydarzhi  
Address: 318 S King St  
Arroway Heights WA Zip 99001  
Daytime Phone: 509 768 1712  
Email Address: Guk208@gmail.com

~~NO~~ [Int.] I understand that extension of existing water main or new lateral will be at developer's expense per current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.

AP [Int.] I understand that I, the Applicant, am required to comply and follow all applicable provisions for City water service as provided for in Chapter 13.04 of the Spokane Municipal Code.

*The undersigned owner or owner authorized representative agrees to comply with all rules and regulations of the City of Spokane Water and Hydroelectric Department relating to this application to expand the retail water service boundary to the property identified. If I am a representative of the owner, I certify that I am authorized by the owner to sign this Water Service Application and Agreement on the owner's behalf.*

Anna Gaydarzhi Alex Gaydarzhi 2-2-2023  
Signature of Owner or Owner's Authorized Representative Date

Anna Gaydarzhi Alex Gaydarzhi 509 768 1712  
Printed Name Relationship to Owner Phone Contact #

Guk208@gmail.com  
e-mail Address

**MEMORANDUM CITY OF SPOKANE WATER DEPARTMENT**

DATE: April 25, 2023  
TO: Loren Searl, Director – Water Department  
FROM: James Sakamoto, P.E., Principal Engineer – Water Department  
SUBJ: Water Utility Consistency Review of the Hayford-Richard, LLC  
Application for Retail Service Area Amendment, Parcel #24073.0110

A review of the Subject application for consistency with Section 1.8-1.9 of the City of Spokane Water System Plan (WSP), The Duty to Provide Water Service Policy, dated March 18, 2016, RCW 43.20.260, Chapter 246-290 WAC, and the City of Spokane Comprehensive plan CFU 3.6 is provided below for consideration.

The subject application dated February 2, 2023, is located in the City of Spokane Future Service Area, in the Joint Planning Area of the UGA boundary and outside of the current City of Spokane Retail Service Area. The subject parcel is approximately 5.00 acres located in West Plains Area south of the Spokane International Airport and I-90.

Outlined in The Duty to Provide Water Service Policy, dated March 18, 2016, to provide service outside of the Retail Service Area (RSA) the **City Council must approve an amendment of RSA to include the property into the RSA**. The submitted application is a request by the property owner to move towards the amendment of the RSA to fulfill this requirement.

The City evaluates all water service requests according to the Duty to Provide Water Service Policy and Chapter 246-290 WAC as follows:

**Duty to Serve Requirement: (WSP Section 1.9)**

The City of Spokane Water Department as a municipal water supplier has a duty to provide service to all new connections requested in its retail service area. Service within the retail service area will be provided when the service connection request meets all four elements stated in RCW 43.20.260:

**1. Capacity:**

*Requirement:* The water system has sufficient capacity to serve water to the new service requested in a safe and reliable manner. Capacity is and will be sufficient to meet all flow requirements and will not impede or reduce existing services below all required flow requirements.

*Analysis:* The Subject parcel is located in the West Plains Pressure Zone. Sufficient Capacity exists in the West Plains system to serve the subject parcel.



**2. Consistency:**

*Requirement:* All new service requests shall be consistent with adopted State and local development regulations including but not limited to the Urban Growth Boundary and its requirements on growth and all requirements of the City of Spokane's Comprehensive Plan.

*Analysis:* The City Council must approve an amendment of RSA to include the property into the RSA. The subject parcel is located in the West Plains/Thorpe Joint Planning Area of the Urban Growth Boundary. Since the subject parcel is located in the Urban Growth Boundary the limitations of water service outlined in CFU 3.6 do not apply. The subject parcel is however subject to all applicable State and Local rules and regulations in the plating and development of the subject parcels. Inclusion of the subject parcels into the RSA boundary does not relieve the Developer or its agents of the requirements and process for plating and developing the subject parcels to include obtaining a new service connection or Certificate of Water Availability.

**3. Water Rights:**

*Requirement:* Available water rights must be sufficient to provide for all new service requested.

*Analysis:* Water Rights are sufficient to provide for the requested service.

**4. Timely and Reasonable:**

*Requirement:* The water system shall have the necessary infrastructure in place to provide for any new service or must have in the capital improvement plan, the necessary infrastructure improvements to provide for new services in a timely and reasonable manner. A developer may elect to construct infrastructure improvements at their cost, but all such infrastructure improvements shall meet all applicable standards, rules and regulations and shall be consistent with all development regulations.

*Analysis:* Water main capable of providing water service to the proposed subject parcel is located north of the subject parcel. The 8" water main is located directly adjacent to the parcel on West Richland Road. The Developer would be responsible for costs associated for the water main and service connections to the existing main and for all required permitting. All development shall meet all applicable rules and regulations and be consistent with all development regulations.

Additional limitations listed in The Duty to Provide Water Service Policy, dated March 18, 2016 that would apply to this application includes:

- An Annexation covenant must be signed.
- Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer and applicable liabilities.

- Extension of service is necessary to protect basic health/safety/environment

**Additional Considerations:**

No additional considerations for the subject application.

Following our consistency review of the subject application we find that the subject parcel in the application may be timely for an amendment to expand the RSA boundary. The subject parcel is located in the West Plains/Thorpe Joint Planning Area of the Urban Growth Boundary and sufficient capacity exists in the pressure zone to provide service. Sufficient water rights exist to provide for the requested service and the Developer would need to secure all necessary approvals and construct infrastructure improvements at their cost to extend the water service to the subject parcel meeting all applicable development regulations.

If there are any question or if you require additional information or documentation please contact me at your convenience.

Cc: Eldon Brown, P.E. – Principal Engineer – COS Developer Services  
Elizabeth Schoedel – Assistant City Attorney – COS Legal

Encl:

City of  
Spokane

Planning Services  
Department



*Application to Expand the  
Retail Water Service Area*

New water service connections and Certificates of Water Availability (COA) outside the boundaries of the City's designated Retail Water Service Area as depicted in the City's Comprehensive Water System Plan shall be in accordance to SMC 13.04.1921

SMC 13.04.1921 provides that amendments to the Comprehensive Water System Plan to expand the Retail Water Service Area to include new customers outside of the boundaries of the Retail Water Service Area shall be considered cumulatively on an annual basis or more frequently by a vote of City Council. Requests for such amendments must be submitted prior to March 31st in order to be considered in the annual amendment cycle.

Date of Application: 2/2/23

Deadline for 120 day Response from Date of Application: \_\_\_\_\_

**PROPERTY OWNERS REQUESTING TO EXPAND THE RETAIL WATER SERVICE AREA MUST AGREE AND PROVIDE THE FOLLOWING:**

- ✓ • Furnish a legal description and map of the area under consideration.
- ✓ • State fully the purpose for which water is to be used with your application.
- ✓ • Provide justification for expansion of the Retail Water Service Area with your application.
- ✓ • The extension of existing water main, new lateral or service connection will be at developer's expense and must follow current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.
- ✓ • Payment of all charges for the new service connection.
- ✓ • Verify that any outstanding combined utility charges are paid in full.
- ✓ • Pay for and provide all engineering, accepted plans and permits upon request.
- ✓ • Request inspection of all underground water service line(s) on property and comply with all requirements of the City of Spokane's Water and Hydroelectric Department.
- ✓ • Sign an Annexation Covenant.

**PROPERTY INFORMATION: By City of Spokane Staff**


- Is the property within the Urban Growth Area boundary? Yes  No
- Does the property have a prior commitment to serve water? Yes  No
- Is the property within the City of Spokane Coordinated Water System Plan Boundary? Yes  No


**LEGAL DESCRIPTION: By Applicant**

TRACTS  
Lot 13, 14, 15 Block             
Addition Richland Addition to Meadow Lake  
Legal Attached:  Yes  No

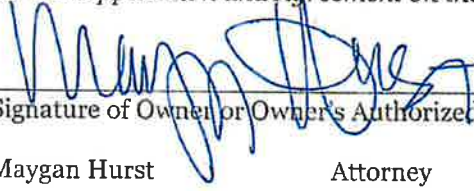
**PROPERTY OWNER: (Please Print)**

Name: Hayford-Richland, LLC  
Address: 1911 Sw Campus Drive #774  
Federal Way, WA 98023  
Daytime Phone: (206) 914-3218  
Email Address: stevechowman@aol.com

 [Int.] I understand that extension of existing water main or new lateral will be at developer's expense per current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.

 [Int.] I understand that I, the Applicant, am required to comply and follow all applicable provisions for City water service as provided for in Chapter 13.04 of the Spokane Municipal Code.

*The undersigned owner or owner authorized representative agrees to comply with all rules and regulations of the City of Spokane Water and Hydroelectric Department relating to this application to expand the retail water service boundary to the property identified. If I am a representative of the owner, I certify that I am authorized by the owner to sign this Water Service Application and Agreement on the owner's behalf.*

|                                                                                     |                                    |                 |
|-------------------------------------------------------------------------------------|------------------------------------|-----------------|
|  | <u>2/2/23</u><br><del>1/9/23</del> |                 |
| Signature of Owner or Owner's Authorized Representative                             | Date                               |                 |
| Maygan Hurst                                                                        | Attorney                           | (253) 797-0774  |
| Printed Name                                                                        | Relationship to Owner              | Phone Contact # |

maygan@hurstlawpllc.com  
\_\_\_\_\_  
e-mail Address

**Legal Description of Property**

**APN: 24073.5101**

**Tracts 13 and 14, Richland Addition to Meadow Lake, according to plat recorded in Volume "M" of Plats, Page 5, Records of Spokane County, Washington;**

**Except any portion lying within West Terrace Sixth Addition, Phase 2, according to plat recorded in Volume 43 of Plats, Pages 37 thru 39, Records of Spokane County, Washington;**

**AND EXCEPT any portion lying with West Terrace Sixth Addition, Phase 3, according to plat recorded in Volume 44 of Plats, Pages 4 thru 6, Records of Spokane County, Washington.**

**APN: 24073.0110**

**Tract 15, Richland Addition to Meadow Lake, according to plat recorded in Volume "M" of Plats, Page 5, Records of Spokane County, Washington;**

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## STATEMENT OF WATER USE, JUSTIFICATION, and AGREEMENTS

The applicant owns approximately 10 acres and desires to subdivide this property into single family residential lots. The applicant's property is surrounded on three sides by existing single family residential development. To the south is the Fairways Golf Course, which is currently in the entitlement process for transition into residential housing.

Justification for expansion of the Retail Water Service Area is as follows:

- Inclusion in the Retail Water Service Area is required to provide adequate water service for the intended development;
- The surrounding properties have been included in the Retail Water Service Area and this would provide continuity and uniform service within the area;
- Water service can be available to the applicant's property in a timely and reasonable manner;
- There are sufficient water rights to provide the requested water service;
- There is sufficient capacity to serve the water in a safe and reliable manner as determined by the department of health; and
- This request is consistent with the City of Spokane's Comprehensive Water System Plan.

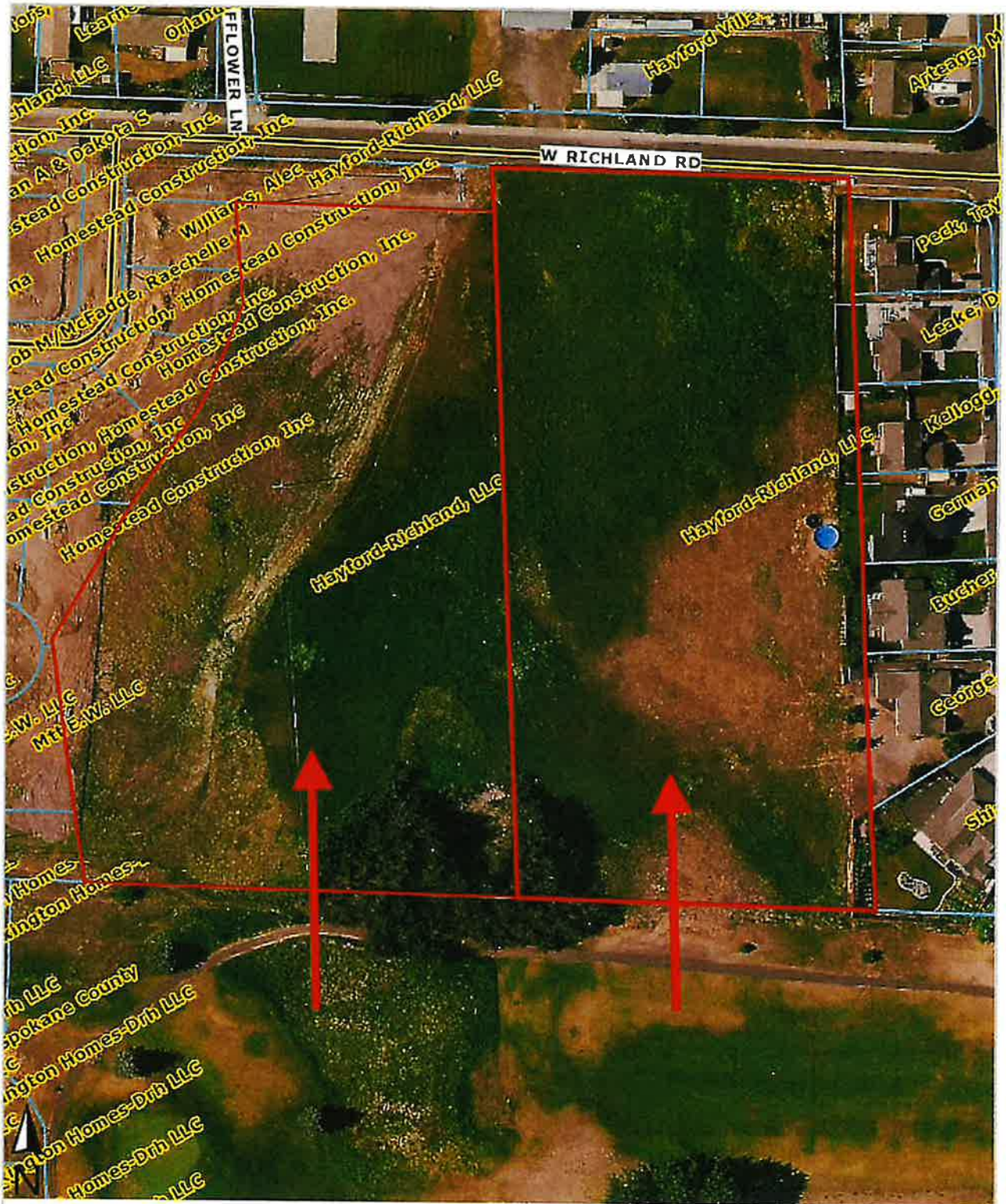
The applicant agrees:

- The extension of existing water main, new lateral or service connection will be at developer's expense and must follow current design standards, standard plans, and Water Department Rules & Regulations.
- Payment of all charges for the new service connection.
- Verify that any outstanding combined utility charges are paid in full.
- Pay for and provide all engineering, accepted plans and permits upon request.
- Request inspection of all underground water service line(s) on property and comply with all requirements of the City of Spokane's Water and Hydroelectric Department.
- Sign an Annexation Covenant.

  
Signature of Owner or Owner's Authorized Representative

2/2/23  
Date

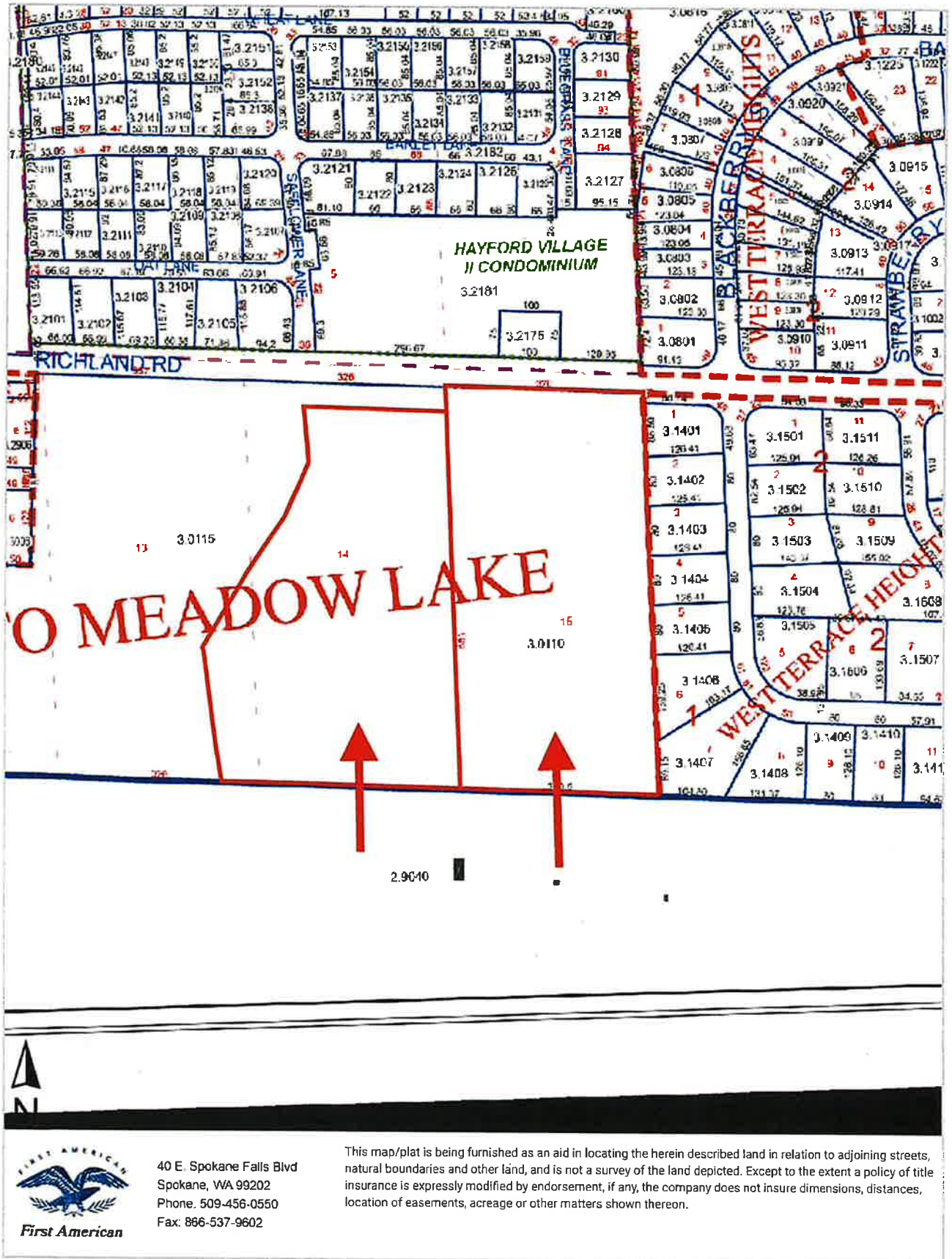




40 E. Spokane Falls Blvd  
Spokane, WA 99202  
Phone: 509-456-0550  
Fax: 866-537-9602

This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.





40 E. Spokane Falls Blvd  
 Spokane, WA 99202  
 Phone: 509-456-0550  
 Fax: 866-537-9602

This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



**MEMORANDUM CITY OF SPOKANE WATER DEPARTMENT**

DATE: April 25, 2023  
TO: Loren Searl, Director – Water Department  
FROM: James Sakamoto, P.E., Principal Engineer – Water Department  
SUBJ: Water Utility Consistency Review of the Leschinskiy Application for Retail Service Area Amendment, Parcel #36352.9005

A review of the Subject application for consistency with Section 1.8-1.9 of the City of Spokane Water System Plan (WSP), The Duty to Provide Water Service Policy, dated March 18, 2016, RCW 43.20.260, Chapter 246-290 WAC, and the City of Spokane Comprehensive plan CFU 3.6 is provided below for consideration.

The subject application dated March 16, 2023, is located in the City of Spokane Future Service Area, in the Joint Planning Area of the UGA boundary and outside of the current City of Spokane Retail Service Area. The subject parcel is approximately 2.09 acres located in Northeast Spokane north of the Beacon Hill in the Hillyard Area.

Outlined in The Duty to Provide Water Service Policy, dated March 18, 2016, to provide service outside of the Retail Service Area (RSA) the *City Council must approve an amendment of RSA to include the property into the RSA*. The submitted application is a request by the property owner to move towards the amendment of the RSA to fulfill this requirement.

The City evaluates all water service requests according to the Duty to Provide Water Service Policy and Chapter 246-290 WAC as follows:

**Duty to Serve Requirement: (WSP Section 1.9)**

The City of Spokane Water Department as a municipal water supplier has a duty to provide service to all new connections requested in its retail service area. Service within the retail service area will be provided when the service connection request meets all four elements stated in RCW 43.20.260:

**1. Capacity:**

*Requirement:* The water system has sufficient capacity to serve water to the new service requested in a safe and reliable manner. Capacity is and will be sufficient to meet all flow requirements and will not impede or reduce existing services below all required flow requirements.

*Analysis:* The Subject parcel is located in the North Hill Pressure Zone. Sufficient Capacity exists in the North Hill system to serve the subject parcel.

- Extension of service is necessary to protect basic health/safety/environment

**Additional Considerations:**

No additional considerations for the subject application.

Following our consistency review of the subject application we find that the subject parcel in the application may be timely for an amendment to expand the RSA boundary. The subject parcel is located in the Hillyard Joint Planning Area of the Urban Growth Boundary and sufficient capacity exists in the pressure zone to provide service. Sufficient water rights exist to provide for the requested service and the developer would need to secure all necessary approvals and construct infrastructure improvements at their cost to extend the water service to the subject parcel meeting all applicable development regulations.

If there are any question or if you require additional information or documentation please contact me at your convenience.

Cc: Eldon Brown, P.E. – Principal Engineer – COS Developer Services  
Elizabeth Schoedel – Assistant City Attorney – COS Legal

Encl:

City of  
Spokane

Planning Services  
Department



## Application to Expand the Retail Water Service Area

**New water service connections and Certificates of Water Availability (COA) outside the boundaries of the City's designated Retail Water Service Area as depicted in the City's Comprehensive Water System Plan shall be in accordance to SMC 13.04.1921**

**SMC 13.04.1921 provides that amendments to the Comprehensive Water System Plan to expand the Retail Water Service Area to include new customers outside of the boundaries of the Retail Water Service Area shall be considered cumulatively on an annual basis or more frequently by a vote of City Council. Requests for such amendments must be submitted prior to March 31st in order to be considered in the annual amendment cycle.**

**Date of Application:** 3/16/2023

**Deadline for 120 day Response from Date of Application:** \_\_\_\_\_

### **PROPERTY OWNERS REQUESTING TO EXPAND THE RETAIL WATER SERVICE AREA MUST AGREE AND PROVIDE THE FOLLOWING:**

- Furnish a legal description and map of the area under consideration.
- State fully the purpose for which water is to be used with your application.
- Provide justification for expansion of the Retail Water Service Area with your application.
- The extension of existing water main, new lateral or service connection will be at developer's expense and must follow current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.
- Payment of all charges for the new service connection.
- Verify that any outstanding combined utility charges are paid in full.
- Pay for and provide all engineering, accepted plans and permits upon request.
- Request inspection of all underground water service line(s) on property and comply with all requirements of the City of Spokane's Water and Hydroelectric Department.
- Sign an Annexation Covenant.

### **PROPERTY INFORMATION: By City of Spokane Staff**

- Is the property within the Urban Growth Area boundary? Yes \_\_\_ No \_\_\_
- Does the property have a prior commitment to serve water? Yes \_\_\_ No \_\_\_
- Is the property within the City of Spokane Coordinated Water System Plan Boundary?  
Yes \_\_\_ No \_\_\_

**LEGAL DESCRIPTION: By Applicant**

Lot \_\_\_\_\_ Block \_\_\_\_\_  
Addition 6104 N. Havana

Legal Attached: Yes/No

**PROPERTY OWNER: (Please Print)**

Name: Mark Leschinskiy  
Address: 6104 N. Havana  
Spokane WA Zip 99217  
Daytime Phone: (509) 220-7052  
Email Address: LeschinskiyM@gmail.com

[Int.] I understand that extension of existing water main or new lateral will be at developer's expense per current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.

[Int.] I understand that I, the Applicant, am required to comply and follow all applicable provisions for City water service as provided for in Chapter 13.04 of the Spokane Municipal Code.

*The undersigned owner or owner authorized representative agrees to comply with all rules and regulations of the City of Spokane Water and Hydroelectric Department relating to this application to expand the retail water service boundary to the property identified. If I am a representative of the owner, I certify that I am authorized by the owner to sign this Water Service Application and Agreement on the owner's behalf.*

  
Signature of Owner or Owner's Authorized Representative \_\_\_\_\_ Date 3/21/2023

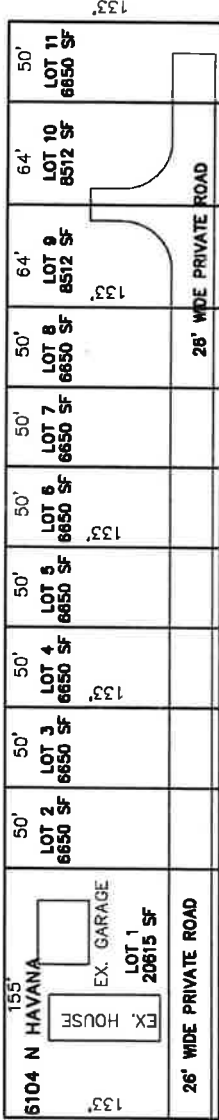
Mark Leschinskiy owner (509) 220-7052  
Printed Name Relationship to Owner Phone Contact #

LeschinskiyM@gmail.com  
e-mail Address

**GENERAL NOTES:**

1. PARCEL NO. 36352.9005 ; ZONING IS MEDIUM DENSITY RESIDENTIAL.
2. TOTAL PROPERTY AREA IS APPROXIMATELY 2.09 ACRES.
3. EXISTING HOUSE TO BE REMAIN.
4. APPROVED DENSITY IS 6-15 DU/ACRE.
5. PROPOSED DENSITY 11.0 DU/ACRE.

HAVANA STREET



**MHE ENGINEERING**  
 9702 V. MASTERS LANE  
 CHERRY, VA 22604  
 540-630-1968  
 MHE@MHEENGINEERING.COM

**HAVANA PIAT**  
 6104 N HAVANA  
 SPOKANE, WASHINGTON

**SCALE: NTS**

**DRAWN BY: MHE**

## Brown, Eldon

---

**From:** Nash, Tim  
**Sent:** Friday, March 31, 2023 3:14 PM  
**To:** Brown, Eldon  
**Subject:** FW: 6104 N Havana water application

Eldon,

This is the narrative from Mark. He was the guy that came in earlier about the plat off of Havana. I will forward the other plan to you if you need it.

Thanks

**Development Services Center is open Monday-Friday 8 am – 5 pm in person, online or over the phone at 509.625.6300! I will be working from home on every other Monday. Thank you for contacting me, I will do my best to get back to you as soon as I can.**



Tim Nash | City of Spokane | Engineering Technician II  
Office 509.625.6342 | Cell 509.655.1417 | [tnash@spokanecity.org](mailto:tnash@spokanecity.org)



**Know what's below.  
Call before you dig.**

**From:** Mark Leschinskiy <[spokanefalcongroupp@gmail.com](mailto:spokanefalcongroupp@gmail.com)>  
**Sent:** Friday, March 31, 2023 2:38 PM  
**To:** [betterbuildersofspokane@gmail.com](mailto:betterbuildersofspokane@gmail.com); Nash, Tim <[tnash@spokanecity.org](mailto:tnash@spokanecity.org)>  
**Subject:** 6104 N Havana water application

**[CAUTION - EXTERNAL EMAIL - Verify Sender]**

Purpose for water application on 6104 N. Havana Spokane WA 99217

Better Builders Of Spokane LLC is proposing to develop a two acre lot, into 12 separate lots for duplexes totaling 20-24 residential units, which will help with the housing crisis in the Spokane area. Currently... The lot doesn't have city water and the well would not be sufficient to provide water to 20-24 residential units.

Thank you,

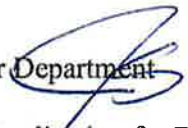
Mark Leschinskiy  
Friday, March 31, 2023

**MEMORANDUM**

**CITY OF SPOKANE WATER DEPARTMENT**

DATE: April 25, 2023

TO: Loren Searl, Director – Water Department

FROM: James Sakamoto, P.E., Principal Engineer – Water Department 

SUBJ: Water Utility Consistency Review of the Martin Application for Retail Service Area Amendment, Parcel #26212.0609

A review of the Subject application for consistency with Section 1.8-1.9 of the City of Spokane Water System Plan (WSP), The Duty to Provide Water Service Policy, dated March 18, 2016, RCW 43.20.260, Chapter 246-290 WAC, and the City of Spokane Comprehensive plan CFU 3.6 is provided below for consideration.

The subject application dated December 5, 2022, is located in the City of Spokane Future Service Area, in the Joint Planning Area of the UGA boundary and outside of the current City of Spokane Retail Service Area. The subject parcel is approximately 0.49 acres located in Nine Mile falls Area in Northwest Spokane.

Outlined in The Duty to Provide Water Service Policy, dated March 18, 2016, to provide service outside of the Retail Service Area (RSA) the **City Council must approve an amendment of RSA to include the property into the RSA**. The submitted application is a request by the property owner to move towards the amendment of the RSA to fulfill this requirement.

The City evaluates all water service requests according to the Duty to Provide Water Service Policy and Chapter 246-290 WAC as follows:

**Duty to Serve Requirement: (WSP Section 1.9)**

The City of Spokane Water Department as a municipal water supplier has a duty to provide service to all new connections requested in its retail service area. Service within the retail service area will be provided when the service connection request meets all four elements stated in RCW 43.20.260:

**1. Capacity:**

*Requirement:* The water system has sufficient capacity to serve water to the new service requested in a safe and reliable manner. Capacity is and will be sufficient to meet all flow requirements and will not impede or reduce existing services below all required flow requirements.

*Analysis:* The Subject parcel is located in the Northwest Terrace Pressure Zone. Sufficient Capacity exists in the Northwest Terrace system to serve the subject parcel.



**2. Consistency:**

*Requirement:* All new service requests shall be consistent with adopted State and local development regulations including but not limited to the Urban Growth Boundary and its requirements on growth and all requirements of the City of Spokane's Comprehensive Plan.

*Analysis:* The City Council must approve an amendment of RSA to include the property into the RSA. The subject parcel is located in the Seven Mile Joint Planning Area of the Urban Growth Boundary. Since the subject parcel is located in the Urban Growth Boundary the limitations of water service outlined in CFU 3.6 do not apply. The subject parcel is however subject to all applicable State and Local rules and regulations in the plating and development of the subject parcels. Inclusion of the subject parcels into the RSA boundary does not relieve the Developer or its agents of the requirements and process for plating and developing the subject parcels to include obtaining a new service connection or Certificate of Water Availability.

**3. Water Rights:**

*Requirement:* Available water rights must be sufficient to provide for all new service requested.

*Analysis:* Water Rights are sufficient to provide for the requested service.

**4. Timely and Reasonable:**

*Requirement:* The water system shall have the necessary infrastructure in place to provide for any new service or must have in the capital improvement plan, the necessary infrastructure improvements to provide for new services in a timely and reasonable manner. A developer may elect to construct infrastructure improvements at their cost, but all such infrastructure improvements shall meet all applicable standards, rules and regulations and shall be consistent with all development regulations.

*Analysis:* Water main capable of providing water service to the proposed subject parcel is located east of the subject parcel. The 12" water main is located approximately 1300 feet from the subject parcel on North Nine Mile Road. The Developer would be responsible for all costs associated for extension of the water main, water service connection, extending water service into the subject parcel and for all required permitting. All development and water service connections shall meet all applicable rules and regulations and be consistent with all development regulations.

Additional limitations listed in The Duty to Provide Water Service Policy, dated March 18, 2016 that would apply to this application includes:

- An Annexation covenant must be signed.

- Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer and applicable liabilities.
- Extension of service is necessary to protect basic health/safety/environment

**Additional Considerations:**

No additional considerations for the subject application.

Following our consistency review of the subject application we find that the subject parcel in the application may be timely for an amendment to expand the RSA boundary. The subject parcel is located in the Seven Mile Joint Planning Area of the Urban Growth Boundary and sufficient capacity exists in the pressure zone to provide service. Sufficient water rights exist to provide for the requested service and the developer would need to secure all necessary approvals and construct infrastructure improvements at their cost to extend the water service to the subject parcel meeting all applicable development regulations.

If there are any question or if you require additional information or documentation please contact me at your convenience.

Cc: Eldon Brown, P.E. – Principal Engineer – COS Developer Services  
Elizabeth Schoedel – Assistant City Attorney – COS Legal

Encl:



# Application to Expand the Retail Water Service Area

**New water service connections and Certificates of Water Availability (COA) outside the boundaries of the City's designated Retail Water Service Area as depicted in the City's Comprehensive Water System Plan shall be in accordance to SMC 13.04.1921**

**SMC 13.04.1921 provides that amendments to the Comprehensive Water System Plan to expand the Retail Water Service Area to include new customers outside of the boundaries of the Retail Water Service Area shall be considered cumulatively on an annual basis or more frequently by a vote of City Council. Requests for such amendments must be submitted prior to March 31st in order to be considered in the annual amendment cycle.**

**Date of Application:** 12/5/22

**Deadline for 120 day Response from Date of Application:** \_\_\_\_\_

**PROPERTY OWNERS REQUESTING TO EXPAND THE RETAIL WATER SERVICE AREA MUST AGREE AND PROVIDE THE FOLLOWING:**

- Furnish a legal description and map of the area under consideration.
- State fully the purpose for which water is to be used with your application.
- Provide justification for expansion of the Retail Water Service Area with your application.
- The extension of existing water main, new lateral or service connection will be at developer's expense and must follow current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.
- Payment of all charges for the new service connection.
- Verify that any outstanding combined utility charges are paid in full.
- Pay for and provide all engineering, accepted plans and permits upon request.
- Request inspection of all underground water service line(s) on property and comply with all requirements of the City of Spokane's Water and Hydroelectric Department.
- Sign an Annexation Covenant.

**PROPERTY INFORMATION: By City of Spokane Staff**

- Is the property within the Urban Growth Area boundary? Yes \_\_\_ No \_\_\_
- Does the property have a prior commitment to serve water? Yes \_\_\_ No \_\_\_
- Is the property within the City of Spokane Coordinated Water System Plan Boundary?  
Yes \_\_\_ No \_\_\_

**LEGAL DESCRIPTION: By Applicant**

Lot 3 Block 6  
Addition Ingleford Irrigated Tracts

Legal Attached: (Yes/No)

**PROPERTY OWNER: (Please Print)**

Name: Richard + Cindi Martin  
Address: 3319 N GIRARD RD  
SPOKANE VALLEY, WA Zip 99212  
Daytime Phone: 949-689-3894  
Email Address: emailcindilee@gmail.com

[Int.] I understand that extension of existing water main or new lateral will be at developer's expense per current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.

[Int.] I understand that I, the Applicant, am required to comply and follow all applicable provisions for City water service as provided for in Chapter 13.04 of the Spokane Municipal Code.

*The undersigned owner or owner authorized representative agrees to comply with all rules and regulations of the City of Spokane Water and Hydroelectric Department relating to this application to expand the retail water service boundary to the property identified. If I am a representative of the owner, I certify that I am authorized by the owner to sign this Water Service Application and Agreement on the owner's behalf.*

Cindi Martin 12/5/22  
Signature of Owner or Owner's Authorized Representative Date

Cindi Martin self 949-689-3894  
Printed Name Relationship to Owner Phone Contact #

emailcindilee@gmail.com  
e-mail Address




**MEMORANDUM**

**CITY OF SPOKANE WATER DEPARTMENT**

DATE: April 25, 2023

TO: Loren Searl, Director – Water Department

FROM: James Sakamoto, P.E., Principal Engineer – Water Department 

SUBJ: Water Utility Consistency Review of the West Terrace Application for Retail Service Area Amendment, Parcel #24182.0105

A review of the Subject application for consistency with Section 1.8-1.9 of the City of Spokane Water System Plan (WSP), The Duty to Provide Water Service Policy, dated March 18, 2016, RCW 43.20.260, Chapter 246-290 WAC, and the City of Spokane Comprehensive plan CFU 3.6 is provided below for consideration.

The subject application dated June 23, 2022, is located in the City of Spokane Future Service Area, in the Joint Planning Area of the UGA boundary and outside of the current City of Spokane Retail Service Area. The subject parcel is approximately 9.78 acres located in the West Plains Area south of the Spokane International Airport and south of I90.

Outlined in The Duty to Provide Water Service Policy, dated March 18, 2016, to provide service outside of the Retail Service Area (RSA) the *City Council must approve an amendment of RSA to include the property into the RSA*. The submitted application is a request by the property owner to move towards the amendment of the RSA to fulfill this requirement.

The City evaluates all water service requests according to the Duty to Provide Water Service Policy and Chapter 246-290 WAC as follows:

**Duty to Serve Requirement: (WSP Section 1.9)**

The City of Spokane Water Department as a municipal water supplier has a duty to provide service to all new connections requested in its retail service area. Service within the retail service area will be provided when the service connection request meets all four elements stated in RCW 43.20.260:

**1. Capacity:**

*Requirement:* The water system has sufficient capacity to serve water to the new service requested in a safe and reliable manner. Capacity is and will be sufficient to meet all flow requirements and will not impede or reduce existing services below all required flow requirements.

*Analysis:* The Subject parcel is located in the West Plains Pressure Zone. Sufficient Capacity exists in the West Plains system to serve the subject parcel.

**2. Consistency:**

*Requirement:* All new service requests shall be consistent with adopted State and local development regulations including but not limited to the Urban Growth Boundary and its requirements on growth and all requirements of the City of Spokane's Comprehensive Plan.

*Analysis:* The City Council must approve an amendment of RSA to include the property into the RSA. The subject parcel is located in the West Plains/Thorpe Joint Planning Area of the Urban Growth Boundary. Since the subject parcel is located in the Urban Growth Boundary the limitations of water service outlined in CFU 3.6 do not apply. The subject parcel is however subject to all applicable State and Local rules and regulations in the plating and development of the subject parcels. Inclusion of the subject parcels into the RSA boundary does not relieve the Developer or its agents of the requirements and process for plating and developing the subject parcels to include obtaining a new service connection or Certificate of Water Availability.

**3. Water Rights:**

*Requirement:* Available water rights must be sufficient to provide for all new service requested.

*Analysis:* Water Rights are sufficient to provide for the requested service.

**4. Timely and Reasonable:**

*Requirement:* The water system shall have the necessary infrastructure in place to provide for any new service or must have in the capital improvement plan, the necessary infrastructure improvements to provide for new services in a timely and reasonable manner. A developer may elect to construct infrastructure improvements at their cost, but all such infrastructure improvements shall meet all applicable standards, rules and regulations and shall be consistent with all development regulations.

*Analysis:* Water main capable of providing water service to the proposed subject parcel is located north of the subject parcel. The 8" water main is located at the terminus of South Rye Road which on the northern boundary of the subject parcel. The Developer would be responsible for all costs associated for extension of water main onto the subject parcel, water service connections into the subject parcel and for all required permitting. All development and water service connections shall meet all applicable rules and regulations and be consistent with all development regulations.

Additional limitations listed in The Duty to Provide Water Service Policy, dated March 18, 2016 that would apply to this application includes:

- An Annexation covenant must be signed.
- Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer and applicable liabilities.



- Extension of service is necessary to protect basic health/safety/environment

**Additional Considerations:**

No additional considerations for the subject application.

Following our consistency review of the subject application we find that the subject parcel in the application may be timely for an amendment to expand the RSA boundary. The subject parcel is located in the West Plains/Thorpe Joint Planning Area of the Urban Growth Boundary and sufficient capacity exists in the pressure zone to provide service. Sufficient water rights exist to provide for the requested service and the developer would need to secure all necessary approvals and construct infrastructure improvements at their cost to extend the water service to the subject parcel meeting all applicable development regulations.

If there are any question or if you require additional information or documentation please contact me at your convenience.

Cc: Eldon Brown, P.E. – Principal Engineer – COS Developer Services  
Elizabeth Schoedel – Assistant City Attorney – COS Legal

Encl:



City of  
Spokane

Planning Services  
Department



## Application to Expand the Retail Water Service Area

New water service connections and Certificates of Water Availability (COA) outside the boundaries of the City's designated Retail Water Service Area as depicted in the City's Comprehensive Water System Plan shall be in accordance to SMC 13.04.1921

SMC 13.04.1921 provides that amendments to the Comprehensive Water System Plan to expand the Retail Water Service Area to include new customers outside of the boundaries of the Retail Water Service Area shall be considered cumulatively on an annual basis or more frequently by a vote of City Council. Requests for such amendments must be submitted prior to March 31st in order to be considered in the annual amendment cycle. (See attached flow chart for Retail Water Service Request attached)

Date of Application: 6/23/22

Deadline for 120 day Response from Date of Application: \_\_\_\_\_

### PROPERTY OWNERS REQUESTING TO EXPAND THE RETAIL WATER SERVICE AREA MUST AGREE AND PROVIDE THE FOLLOWING:

- Furnish a legal description and map of the area under consideration.
- State fully the purpose for which water is to be used with your application.
- Provide justification for expansion of the Retail Water Service Area with your application.
- The extension of existing water main, new lateral or service connection will be at developer's expense and must follow current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.
- Payment of all charges for the new service connection.
- Verify that any outstanding combined utility charges are paid in full.
- Pay for and provide all engineering, accepted plans and permits upon request.
- Request inspection of all underground water service line(s) on property and comply with all requirements of the City of Spokane's Water and Hydroelectric Department.
- Sign an Annexation Covenant.

### PROPERTY INFORMATION: By City of Spokane Staff

- Is the property within the Urban Growth Area boundary? Yes  No
- Does the property have a prior commitment to serve water? Yes  No
- Is the property within the City of Spokane Coordinated Water System Plan Boundary? Yes  No

**LEGAL DESCRIPTION: By Applicant**

Lot \_\_\_\_\_ Block 19-20  
Addition Richland Addition to Meadow Lake

Legal Attached:  Yes  No

**PROPERTY OWNER: (Please Print)**

Name: West Terrace Properties, LLC  
Address: 9810 W. Melville Rd.  
Cheney, WA Zip 99004  
Daytime Phone: \_\_\_\_\_  
Email Address: \_\_\_\_\_

[Int.] I understand that extension of existing water main or new lateral will be at developer's expense per current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.

[Int.] I understand that I, the Applicant, am required to comply and follow all applicable provisions for City water service as provided for in Chapter 13.04 of the Spokane Municipal Code.

*The undersigned owner or owner authorized representative agrees to comply with all rules and regulations of the City of Spokane Water and Hydroelectric Department relating to this application to expand the retail water service boundary to the property identified. If I am a representative of the owner, I certify that I am authorized by the owner to sign this Water Service Application and Agreement on the owner's behalf.*

 6-23-22  
Signature of Owner or Owner's Authorized Representative Date

BEN GOODMANSEN AGENT 509-893-2617  
Printed Name Relationship to Owner Phone Contact #

bgoodman@whipplece.com  
e-mail Address



Whipple Consulting Engineers, Inc.

June 22, 2022  
W.O. No. 2022-2833

City of Spokane  
Planning and Development Services  
808 W. Spokane Falls Blvd.  
Spokane, WA, 99201

**Attn: Eldon Brown, principal engineer of Planning and Development Services**

**Re: Application to expand the Retail Water Service Area  
Needham Hill West Preliminary Plat**

Dear Mr. Brown:

Whipple Consulting Engineers, Inc. on behalf of West Terrace Properties, LLC, is requesting addition into the City of Spokane Retail Water Service Area. The subject property is located along Hayford Road, on parcel no. 24182.0105. The site currently has an 8" ductile iron water pipe extending from Hayford Road through the property under Duckhook Road, serving the Needham Hill plat. WCE intends upon approval of addition into the Water Retail Service Area to apply for a preliminary plat to subdivide the parcel as allowed in the Spokane County Zoning Code.

1. Furnish a legal description and map of the area under consideration.  
Legal description courtesy of Spokane County GIS:  
MEADO LK RICHLAND B19-20

Please see the map attached to this document.

2. State fully the purpose for which water is to be used with your application.

This project proposes to develop the property as allowed by the zoning code.

3. Provide justification for expansion of the Retail Water Service Area with your application.

The project is located within the Urban Growth Boundary of Spokane County and the City of Spokane Coordinated Water System Plan Boundary. The subject property is adjacent to the Retail Water Service Area to the north and to the east. Water service is guaranteed as a part of the Comprehensive Plan under the UGA.

4. The extension of existing water main, new lateral or service connection will be at developer's expense and must follow current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.

This subject property currently has an existing water main connecting Hayford Road to Duckhook Road, located to the east of the property. All extensions, new lateral or service connections will be at the developer's expense.

5. Payment of all charges for the new service connection.

The owner agrees to pay all charges for the new service connection.

6. Verify that any outstanding combined utility charges are paid in full.

All outstanding combined utilities charges are/will be paid in full at time of incorporation into the Retail Water Service Area.

7. Pay for and provide all engineering, accepted plans and permits upon request.

All engineering, accepted plans and permits will be paid and provided for upon request.

8. Request inspection of all underground water service line(s) on property and comply with all requirements of the City of Spokane's Water and Hydroelectric Department.

All underground water service lines on the property have been examined and currently comply with the City of Spokane's Water and Hydroelectric Department.

9. Sign an Annexation Covenant.

The owner agrees to annexation at the time that the City of Spokane decides to annex the property.

If you have any questions or comments regarding this letter, please feel free to contact us at (509) 893-2617.

Thank you,



Todd R. Whipple P.E., President  
Whipple Consulting Engineers  
TRW/ajf

Encl:

Application form  
Water retail service area map



**MEMORANDUM**

**CITY OF SPOKANE WATER DEPARTMENT**

DATE: June 26, 2023

TO: Loren Searl, Director – Water Department

FROM: James Sakamoto, P.E., Principal Engineer – Water Department

SUBJ: Water Utility Consistency Review of the Spotted Rd LLC Application for Retail Service Area Amendment, Parcel #24051.9076, #24051.9009 and #24051.9089

A review of the Subject application for consistency with Section 1.8-1.9 of the City of Spokane Water System Plan (WSP), The Duty to Provide Water Service Policy, dated March 18, 2016, RCW 43.20.260, Chapter 246-290 WAC, and the City of Spokane Comprehensive plan CFU 3.6 is provided below for consideration.

The subject application dated June 10, 2019, is located in the City of Spokane Future Service Area, in the Joint Planning Area of the UGA boundary and outside of the current City of Spokane Retail Service Area. The subject parcels, #24051.9076, #24051.9009 and #24051.9089 are approximately 4.89 acres, 9.55 acres and 10.23 acres respectively. The subject parcels are located in West Plains Area south of the Spokane International Airport and I-90.

Outlined in The Duty to Provide Water Service Policy, dated March 18, 2016, to provide service outside of the Retail Service Area (RSA) the *City Council must approve an amendment of RSA to include the property into the RSA*. The submitted application is a request by the property owner to move towards the amendment of the RSA to fulfill this requirement.

The City evaluates all water service requests according to the Duty to Provide Water Service Policy and Chapter 246-290 WAC as follows:

**Duty to Serve Requirement: (WSP Section 1.9)**

The City of Spokane Water Department as a municipal water supplier has a duty to provide service to all new connections requested in its retail service area. Service within the retail service area will be provided when the service connection request meets all four elements stated in RCW 43.20.260:

**1. Capacity:**

*Requirement:* The water system has sufficient capacity to serve water to the new service requested in a safe and reliable manner. Capacity is and will be sufficient to meet all flow requirements and will not impede or reduce existing services below all required flow requirements.

*Analysis:* The Subject parcels are located in the West Plains Pressure Zone. Sufficient Capacity exists in the West Plains system to serve the subject parcels.

**2. Consistency:**

*Requirement:* All new service requests shall be consistent with adopted State and local development regulations including but not limited to the Urban Growth Boundary and its requirements on growth and all requirements of the City of Spokane's Comprehensive Plan.

*Analysis:* The City Council must approve an amendment of RSA to include the property into the RSA. The subject parcels are located in the West Plains/Thorpe Joint Planning Area of the Urban Growth Boundary. Since the subject parcels are located in the Urban Growth Boundary the limitations of water service outlined in CFU 3.6 do not apply. The subject parcels are however subject to all applicable State and Local rules and regulations in the plating and development of the subject parcels. Inclusion of the subject parcels into the RSA boundary does not relieve the Developer or its agents of the requirements and process for plating and developing the subject parcels to include obtaining a new service connection or Certificate of Water Availability.

**3. Water Rights:**

*Requirement:* Available water rights must be sufficient to provide for all new service requested.

*Analysis:* Water Rights are sufficient to provide for the requested service.

**4. Timely and Reasonable:**

*Requirement:* The water system shall have the necessary infrastructure in place to provide for any new service or must have in the capital improvement plan, the necessary infrastructure improvements to provide for new services in a timely and reasonable manner. A developer may elect to construct infrastructure improvements at their cost, but all such infrastructure improvements shall meet all applicable standards, rules and regulations and shall be consistent with all development regulations.

*Analysis:* Two water mains capable of providing water service to the proposed subject parcels are located west and northeast of the subject parcels. A 12-inch water main is located directly adjacent to two of the parcels on South Dowdy Road to the west and a 12-inch water main is located approximately 950 feet northwest on South Spotted Road. The Developer would be responsible for costs associated for the water main and service connections to the existing main and for all required permitting. All development shall meet all applicable rules and regulations and be consistent with all development regulations.

Additional limitations listed in The Duty to Provide Water Service Policy, dated March 18, 2016 that would apply to this application includes:

- An Annexation covenant must be signed.

- Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer and applicable liabilities.
- Extension of service is necessary to protect basic health/safety/environment

**Additional Considerations:**

No additional considerations for the subject application.

Following our consistency review of the subject application we find that the subject parcels in the application may be timely for an amendment to expand the RSA boundary. The subject parcels are located in the West Plains/Thorpe Joint Planning Area of the Urban Growth Boundary and sufficient capacity exists in the pressure zone to provide service. Sufficient water rights exist to provide for the requested service and the Developer would need to secure all necessary approvals and construct infrastructure improvements at their cost to extend the water service to the subject parcels meeting all applicable development regulations.

If there are any question or if you require additional information or documentation please contact me at your convenience.

Cc: Eldon Brown, P.E. – Principal Engineer – COS Developer Services  
Elizabeth Schoedel – Assistant City Attorney – COS Legal

Encl:



**MEMORANDUM**

**CITY OF SPOKANE WATER DEPARTMENT**

DATE: June 26, 2023

TO: Loren Searl, Director – Water Department

FROM: James Sakamoto, P.E., Principal Engineer – Water Department

SUBJ: Water Utility Consistency Review of the Spotted Rd LLC Application for Retail Service Area Amendment, Parcel #24051.9076, #24051.9009 and #24051.9089

A review of the Subject application for consistency with Section 1.8-1.9 of the City of Spokane Water System Plan (WSP), The Duty to Provide Water Service Policy, dated March 18, 2016, RCW 43.20.260, Chapter 246-290 WAC, and the City of Spokane Comprehensive plan CFU 3.6 is provided below for consideration.

The subject application dated June 10, 2019, is located in the City of Spokane Future Service Area, in the Joint Planning Area of the UGA boundary and outside of the current City of Spokane Retail Service Area. The subject parcels, #24051.9076, #24051.9009 and #24051.9089 are approximately 4.89 acres, 9.55 acres and 10.23 acres respectively. The subject parcels are located in West Plains Area south of the Spokane International Airport and I-90.

Outlined in The Duty to Provide Water Service Policy, dated March 18, 2016, to provide service outside of the Retail Service Area (RSA) the ***City Council must approve an amendment of RSA to include the property into the RSA.*** The submitted application is a request by the property owner to move towards the amendment of the RSA to fulfill this requirement.

The City evaluates all water service requests according to the Duty to Provide Water Service Policy and Chapter 246-290 WAC as follows:

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The City of Spokane Water Department as a municipal water supplier has a duty to provide service to all new connections requested in its retail service area. Service within the retail service area will be provided when the service connection request meets all four elements stated in RCW 43.20.260:

**1. Capacity:**

*Requirement:* The water system has sufficient capacity to serve water to the new service requested in a safe and reliable manner. Capacity is and will be sufficient to meet all flow requirements and will not impede or reduce existing services below all required flow requirements.

*Analysis:* The Subject parcels are located in the West Plains Pressure Zone. Sufficient Capacity exists in the West Plains system to serve the subject parcels.

**2. Consistency:**

*Requirement:* All new service requests shall be consistent with adopted State and local development regulations including but not limited to the Urban Growth Boundary and its requirements on growth and all requirements of the City of Spokane's Comprehensive Plan.

*Analysis:* The City Council must approve an amendment of RSA to include the property into the RSA. The subject parcels are located in the West Plains/Thorpe Joint Planning Area of the Urban Growth Boundary. Since the subject parcels are located in the Urban Growth Boundary the limitations of water service outlined in CFU 3.6 do not apply. The subject parcels are however subject to all applicable State and Local rules and regulations in the plating and development of the subject parcels. Inclusion of the subject parcels into the RSA boundary does not relieve the Developer or its agents of the requirements and process for plating and developing the subject parcels to include obtaining a new service connection or Certificate of Water Availability.

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*Requirement:* Available water rights must be sufficient to provide for all new service requested.

*Analysis:* Water Rights are sufficient to provide for the requested service.

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*Requirement:* The water system shall have the necessary infrastructure in place to provide for any new service or must have in the capital improvement plan, the necessary infrastructure improvements to provide for new services in a timely and reasonable manner. A developer may elect to construct infrastructure improvements at their cost, but all such infrastructure improvements shall meet all applicable standards, rules and regulations and shall be consistent with all development regulations.

*Analysis:* Two water mains capable of providing water service to the proposed subject parcels are located west and northeast of the subject parcels. A 12-inch water main is located directly adjacent to two of the parcels on South Dowdy Road to the west and a 12-inch water main is located approximately 950 feet northwest on South Spotted Road. The Developer would be responsible for costs associated for the water main and service connections to the existing main and for all required permitting. All development shall meet all applicable rules and regulations and be consistent with all development regulations.

Additional limitations listed in The Duty to Provide Water Service Policy, dated March 18, 2016 that would apply to this application includes:

- An Annexation covenant must be signed.

- Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer and applicable liabilities.
- Extension of service is necessary to protect basic health/safety/environment

**Additional Considerations:**

No additional considerations for the subject application.

Following our consistency review of the subject application we find that the subject parcels in the application may be timely for an amendment to expand the RSA boundary. The subject parcels are located in the West Plains/Thorpe Joint Planning Area of the Urban Growth Boundary and sufficient capacity exists in the pressure zone to provide service. Sufficient water rights exist to provide for the requested service and the Developer would need to secure all necessary approvals and construct infrastructure improvements at their cost to extend the water service to the subject parcels meeting all applicable development regulations.

If there are any question or if you require additional information or documentation please contact me at your convenience.

Cc: Eldon Brown, P.E. – Principal Engineer – COS Developer Services  
Elizabeth Schoedel – Assistant City Attorney – COS Legal

Encl:

**MEMORANDUM**

**CITY OF SPOKANE WATER DEPARTMENT**

DATE: June 26, 2023

TO: Loren Searl, Director – Water Department

FROM: James Sakamoto, P.E., Principal Engineer – Water Department

SUBJ: Water Utility Consistency Review of the Spotted Rd LLC Application for Retail Service Area Amendment, Parcel #24051.9076, #24051.9009 and #24051.9089

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Outlined in The Duty to Provide Water Service Policy, dated March 18, 2016, to provide service outside of the Retail Service Area (RSA) the ***City Council must approve an amendment of RSA to include the property into the RSA.*** The submitted application is a request by the property owner to move towards the amendment of the RSA to fulfill this requirement.

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**Duty to Serve Requirement: (WSP Section 1.9)**

The City of Spokane Water Department as a municipal water supplier has a duty to provide service to all new connections requested in its retail service area. Service within the retail service area will be provided when the service connection request meets all four elements stated in RCW 43.20.260:

**1. Capacity:**

*Requirement:* The water system has sufficient capacity to serve water to the new service requested in a safe and reliable manner. Capacity is and will be sufficient to meet all flow requirements and will not impede or reduce existing services below all required flow requirements.

*Analysis:* The Subject parcels are located in the West Plains Pressure Zone. Sufficient Capacity exists in the West Plains system to serve the subject parcels.

**2. Consistency:**

*Requirement:* All new service requests shall be consistent with adopted State and local development regulations including but not limited to the Urban Growth Boundary and its requirements on growth and all requirements of the City of Spokane's Comprehensive Plan.

*Analysis:* The City Council must approve an amendment of RSA to include the property into the RSA. The subject parcels are located in the West Plains/Thorpe Joint Planning Area of the Urban Growth Boundary. Since the subject parcels are located in the Urban Growth Boundary the limitations of water service outlined in CFU 3.6 do not apply. The subject parcels are however subject to all applicable State and Local rules and regulations in the plating and development of the subject parcels. Inclusion of the subject parcels into the RSA boundary does not relieve the Developer or its agents of the requirements and process for plating and developing the subject parcels to include obtaining a new service connection or Certificate of Water Availability.

**3. Water Rights:**

*Requirement:* Available water rights must be sufficient to provide for all new service requested.

*Analysis:* Water Rights are sufficient to provide for the requested service.

**4. Timely and Reasonable:**

*Requirement:* The water system shall have the necessary infrastructure in place to provide for any new service or must have in the capital improvement plan, the necessary infrastructure improvements to provide for new services in a timely and reasonable manner. A developer may elect to construct infrastructure improvements at their cost, but all such infrastructure improvements shall meet all applicable standards, rules and regulations and shall be consistent with all development regulations.

*Analysis:* Two water mains capable of providing water service to the proposed subject parcels are located west and northeast of the subject parcels. A 12-inch water main is located directly adjacent to two of the parcels on South Dowdy Road to the west and a 12-inch water main is located approximately 950 feet northwest on South Spotted Road. The Developer would be responsible for costs associated for the water main and service connections to the existing main and for all required permitting. All development shall meet all applicable rules and regulations and be consistent with all development regulations.

Additional limitations listed in The Duty to Provide Water Service Policy, dated March 18, 2016 that would apply to this application includes:

- An Annexation covenant must be signed.

- Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer and applicable liabilities.
- Extension of service is necessary to protect basic health/safety/environment

**Additional Considerations:**

No additional considerations for the subject application.

Following our consistency review of the subject application we find that the subject parcels in the application may be timely for an amendment to expand the RSA boundary. The subject parcels are located in the West Plains/Thorpe Joint Planning Area of the Urban Growth Boundary and sufficient capacity exists in the pressure zone to provide service. Sufficient water rights exist to provide for the requested service and the Developer would need to secure all necessary approvals and construct infrastructure improvements at their cost to extend the water service to the subject parcels meeting all applicable development regulations.

If there are any question or if you require additional information or documentation please contact me at your convenience.

Cc: Eldon Brown, P.E. – Principal Engineer – COS Developer Services  
Elizabeth Schoedel – Assistant City Attorney – COS Legal

Encl:



**New water service connections and Certificates of Water Availability (COA) outside the boundaries of the City's designated Retail Water Service Area as depicted in the City's Comprehensive Water System Plan shall be in accordance to SMC 13.04.1921**

**SMC 13.04.1921 provides that amendments to the Comprehensive Water System Plan to expand the Retail Water Service Area to include new customers outside of the boundaries of the Retail Water Service Area shall be considered cumulatively on an annual basis or more frequently by a vote of City Council. Requests for such amendments must be submitted prior to March 31st in order to be considered in the annual amendment cycle.**

**Date of Application:** June 10, 2019

**Deadline for 120 day Response from Date of Application:** \_\_\_\_\_

**PROPERTY OWNERS REQUESTING TO EXPAND THE RETAIL WATER SERVICE AREA MUST AGREE AND PROVIDE THE FOLLOWING:**

- Furnish a legal description and map of the area under consideration.
- State fully the purpose for which water is to be used with your application. See attached Statement
- Provide justification for expansion of the Retail Water Service Area with your application. See attached Statement
- The extension of existing water main, new lateral or service connection will be at developer's expense and must follow current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.
- Payment of all charges for the new service connection.
- Verify that any outstanding combined utility charges are paid in full.
- Pay for and provide all engineering, accepted plans and permits upon request.
- Request inspection of all underground water service line(s) on property and comply with all requirements of the City of Spokane's Water and Hydroelectric Department.
- Sign an Annexation Covenant.

**PROPERTY INFORMATION: By City of Spokane Staff**

- Is the property within the Urban Growth Area boundary? Yes \_\_\_ No \_\_\_
- Does the property have a prior commitment to serve water? Yes \_\_\_ No \_\_\_
- Is the property within the City of Spokane Coordinated Water System Plan Boundary? Yes \_\_\_ No \_\_\_

**LEGAL DESCRIPTION: By Applicant**

Lot \_\_\_\_\_ Block \_\_\_\_\_  
Addition \_\_\_\_\_

Legal Attached: Yes No

See Exhibit "A" attached hereto

**PROPERTY OWNER: (Please Print)**

Name: Spotted Road, LLC By William D. Eden, Manager

Address: 717 W. Sprague Ave., Suite 1500  
Spokane, WA Zip 99201

Daytime Phone: 509-455-5300

Email Address: wdeden@depdslaw.com

WDE [Int.] I understand that extension of existing water main or new lateral will be at developer's expense per current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.

WDE [Int.] I understand that I, the Applicant, am required to comply and follow all applicable provisions for City water service as provided for in Chapter 13.04 of the Spokane Municipal Code.

*The undersigned owner or owner authorized representative agrees to comply with all rules and regulations of the City of Spokane Water and Hydroelectric Department relating to this application to expand the retail water service boundary to the property identified. If I am a representative of the owner, I certify that I am authorized by the owner to sign this Water Service Application and Agreement on the owner's behalf.*

William D Eden Manager 6/10/19  
Signature of Owner or Owner's Authorized Representative Date

Spotted Road, LLC  
William D. Eden, Manager  
Printed Name Relationship to Owner Phone Contact #  
509-455-5300

wdeden@depdslaw.com  
e-mail Address



**EXHIBIT "A"**  
**LEGAL DESCRIPTIONS**

PARCEL A, 24051.9009

Those portions of Government Lot 16 in Section 5, Township 24 North, Range 42 East, W.M., in Spokane County, Washington, described as follows:

Government Lot 16;

EXCEPT the south 920 feet thereof;

AND EXCEPT that portion of the North 182 Feet of the South 1102 Feet of said Government Lot 16, lying East of the West 740 Feet of said Government Lot 16.

EXCEPT Spotted Road.

PARCEL B, 24051.9069

The North 600 Feet of the East 450 Feet of Government Lot 9, Section 5, Township 24 North Range 42 East, W.M., Spokane County, Washington.

EXCEPT the East 30 Feet thereof.

PARCEL C, 24051.9074

The North Half of the Northwest Quarter of Government Lot 9, in Section 5, Township 24 North Range 42 East, W.M., Spokane County, Washington.

EXCEPT that portion deeded to Spokane County for Dowdy Road by Document No. 7808010447, in Spokane County, Washington.

PARCEL D, 24051.9075

The South Half of the Northwest Quarter of Government Lot 9, in Section 5, Township 24 North Range 42 East, W.M., Spokane County, Washington;

EXCEPT that portion deeded to Spokane County for Dowdy Road by Document No. 7808010447, in Spokane County, Washington.

PARCEL E, 24051.9076

The North Half of the Southwest Quarter of Government Lot 9, in Section 5, Township 24 North Range 42 East, W.M., Spokane County, Washington;

EXCEPT that portion conveyed to Spokane County for Dowdy Road by Deed Recorded under Auditor's File No. 7808010447.

PARCEL F, 24051.9085

That portion of Government Lot 8 in Section 5, Township 24 North Range 42 East W.M. lying South of Primary State Highway No. 11.,

EXCEPT the East 626.8 Feet thereof;

Situate in Spokane County, Washington;

EXCEPT that portion conveyed to Spokane County for Dowdy Road by Deed Recorded August 1, 1978, under Auditor's File No. 7808010448.

PARCEL G, 24051.9086

That portion of Government Lot 8, in Section 5, Township 24 North Range 42 East, W.M., in Spokane County, Washington, lying South of P.S.H. No. 11 and East of the east boundary line of the West 221 Feet of the East 626.80 Feet of said Government Lot 8,

EXCEPT that portion conveyed to the State of Washington, P.S.H. NO. 11, by Deed Dated September 4, 1963, Recorded September 18, 1963, under Auditor's File No. 964692B, EXCEPT any portion lying within Westbow Boulevard; AND EXCEPT any portion lying within Spotted Road.

PARCEL H, 24051.9088

The North 600 Feet of the Northeast Quarter of Government Lot 9, in Section 5, Township 24 North Range 42 East, W.M., Spokane County, Washington,

EXCEPT the East 450 Feet thereof.

PARCEL I, 24051.9089

That portion of Government Lot 9, in Section 5, Township 24 North Range 42 East, W.M., in Spokane County, Washington, described as follows:

The East half of Government Lot 9 EXCEPT the North 600 Feet and EXCEPT Spotted Road on the East.

**ATTACHMENT TO APPLICATION TO  
EXPAND THE RETAIL WATER SERVICE AREA**

**PURPOSE FOR WHICH WATER IS TO BE USED:**

We intend to construct a produce distribution facility in the future and use the rest of the property for ancillary uses.

**JUSTIFICATION FOR EXPANSION:**

To allow us to construct a distribution facility. Part of our property is in the Retail Water Service area and part has the Water Service area adjacent to it.



## 2023 Applications to Amend the City of Spokane Retail Water Service Area (Summary of Criteria Considered for each Application)

| Application Parcel Number          | Water is Available in a timely and reasonable manner                                                                                                                                                  | Sufficient water rights available | Sufficient capacity to serve                                                     | Consistent with requirements of local plans and regulations                                     |
|------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|
| <b>26213.0501</b>                  | A 12-inch water main is located in 9-mile Road adjacent the parcel                                                                                                                                    | yes                               | yes                                                                              | Inside UGA – yes                                                                                |
| <b>24073.0110</b>                  | An 8-inch water main is located in Richland Road adjacent the parcel                                                                                                                                  | yes                               | Capacity limited until SIA #3 tank is on-line; scheduled for completion in 2024. | Inside UGA – yes                                                                                |
| <b>36352.9005</b>                  | An 8-inch water main is located in Havana Street adjacent the parcel                                                                                                                                  | yes                               | yes                                                                              | Inside UGA – yes                                                                                |
| <b>26212.0609</b>                  | Water main extension from 9-mile road to site at developer expense required                                                                                                                           | yes                               | yes                                                                              | Inside UGA – yes                                                                                |
| <b>24181.9060</b>                  | Water main ext. from int. of West Terrace Drive/Melville Road to site at developer expense required                                                                                                   | yes                               | Capacity limited until SIA #3 tank is on-line; scheduled for completion in 2024  | Outside UGA – yes; Complies with CFU 3.6 B. 2. (c) of City Comp Plan – service to gov. facility |
| <b>24182.0105</b>                  | An 8-inch water main located in S. Rye Rd. connects to north boundary of parcel                                                                                                                       | yes                               | Capacity limited until SIA #3 tank is on-line; scheduled for completion in 2024  | Inside UGA – yes                                                                                |
| <b>24051.9009; .9076 and .9089</b> | A 12-inch water main is located in Dowdy Rd. adjacent to 2 of the parcels and a 12-inch main is located Spotted Road which could be extended at developer expense to serve the 3 <sup>rd</sup> parcel | yes                               | Capacity limited until SIA #3 tank is on-line; scheduled for completion in 2024  | Inside the UGA – yes                                                                            |
|                                    |                                                                                                                                                                                                       |                                   |                                                                                  |                                                                                                 |

2-25-16

RECEIVED  
*March 3, 2016*  
CITY CLERK'S OFFICE  
SPOKANE, WA

|                                                                                                        |                                   |
|--------------------------------------------------------------------------------------------------------|-----------------------------------|
| CITY OF SPOKANE<br>ADMINISTRATIVE POLICY AND PROCEDURE                                                 | ADMIN 5200-16-03<br>LGL 2016-0020 |
| TITLE: DUTY TO PROVIDE WATER SERVICE<br>EFFECTIVE DATE: March 18, 2016<br>REVISION EFFECTIVE DATE: N/A |                                   |

1.0 GENERAL

1.1 The City of Spokane ("City") Water and Hydroelectric Services Department owns and operates a public water system; and is the regional water purveyor. The City has a duty to provide water to new service connections within the retail water service area, when such service is available in a timely and reasonable manner; there exists sufficient water rights to provide water service; there exists sufficient capacity to provide water service in a safe and reliable manner under Washington State Department of Health regulations; and such service is consistent with the requirements of local plans and regulations and the City's utility service extension ordinances. (WAC 246-290-106).

1.2 TABLE OF CONTENTS

- 1.0 GENERAL
- 2.0 DEPARTMENTS/DIVISIONS AFFECTED
- 3.0 REFERENCES
- 4.0 DEFINITIONS
- 5.0 POLICY
- 6.0 PROCEDURE
- 7.0 RESPONSIBILITIES
- 8.0 APPENDICES

2.0 DEPARTMENTS/DIVISIONS AFFECTED

This policy shall apply to the City Water and Hydroelectric Services Department.

3.0 REFERENCES

- RCW 35.92.020
- RCW 36.70A.030
- RCW 36.70A.110
- WAC 246-290-106
- WAC 246-290-108
- City of Spokane Comprehensive Plan CFU 3.6
- Comprehensive Water System Plan figure 1.8.0a
- SMC 13.04.1921
- SMC 13.04.1922

4.0 DEFINITIONS

None

## 5.0 POLICY

- 5.1 Domestic water service is a rural and urban governmental service and the City of Spokane is the regional water purveyor. Therefore the City has a duty to provide service to new water service connections within its retail water service area as outlined in the Comprehensive Water System Plan when:
- a. Water service is available in a timely and reasonable manner;
  - b. There exist sufficient water rights available to provide water service;
  - c. There is sufficient capacity to serve in a safe and reliable manner per the Department of Health rules and regulations; and
  - d. Extension of service is consistent with the requirements of local plans and regulations, including the City's Water System Plan and utility service extension ordinances.
- 5.2 City water service is intended to provide for the needs of the residents of the City and for residents outside the City who are within the City's Retail Service Area. Pursuant to RCW 35.92.020, the City may enter into agreements for extension of water service outside the City's boundaries upon terms and conditions, when there is a determination that such extension will not overload or imperil the City's water system, including domestic and fire flow pressure, supply resources and municipal water rights, all as may be needed by current or future city customer needs, and are subject to any other applicable laws or regulations. (SMC 13.04.1922). Therefore, customers outside the City must complete an annexation covenant and service agreement as a condition of water service.
- 5.3 The City's Comprehensive Water System Plan provides for extension of water service beyond the City's boundaries and inside the Retail Service Area as identified in Chapter 1, Figure 1.6.1
- 5.4 Request for City Water Service outside the existing Retail Service area as identified in the Comprehensive Water System Plan in Chapter 1, Figure 1.6.1 are dependent upon the completion of the City's Application and Certificate of Water Availability form. Changing the Retail Water Service boundaries to provide water service to areas outside the current Retail Water Service Area requires a City Council approved amendment to the City's Water System Plan.
- 5.5 The City's comprehensive plan provides that it is appropriate to extend or expand water services outside the UGA in limited circumstances which are shown to be necessary to protect basic public health and safety and the environment and when such services are financially supportable at rural densities and do not permit urban development. (CFU 3.6; RCW 36.70A.110(4)).

## 6.0 PROCEDURE

- 6.1 Analysis Needed For Requests To Provide Water Service.

6.1.1 Requests Inside City Boundaries:

Duty to Serve

6.1.2 Outside City boundaries - Inside Retail Water Service Area:

Duty to Serve Inside Water Service Area Subject To Limitations:

- a. Water service is available in timely and reasonable manner as determined by City Utility;
- b. There are sufficient water rights to provide water service;
- c. There is sufficient capacity to serve in a safe and reliable manner;
- d. It is consistent with requirements of local plans and regulations and the City's Water System Plan and utility service extension ordinances;
- e. Annexation covenant must be signed, as applicable;
- f. Written contract with cost allocation, indemnity and all applicable liabilities; and
- g. Developer agrees to pay one hundred percent (100%) costs of construction; liability; indemnification; permitting without sewer and all applicable liabilities.

6.1.3 Outside City Boundaries – Prior Commitment to Serve Inside Future Service Area:

The City will honor prior commitments for water service. In the case of a prior commitment for water service, the vested water capacity exists with the commitment and the parcels included in the prior commitment will be included in the retail water service area and service will be analyzed and provided pursuant to paragraph 6.1.2.

6.1.4 Outside Retail Water Service Area – Inside Future Water Service Area:

The City will evaluate any new requests for retail water service which are outside the City's retail water service area within 120 days of the request or as prescribed by State Law, pursuant to the flow chart for retail water service requests, as attached hereto.

It is the policy of the City to ensure that requests for expansion of the Retail Service Area be considered at least annually.



No Duty to Serve outside Retail Service Area unless amend Retail Service Area:

- a. Amendment to Retail Service Area requires a City Council approved amendment to the Water System Plan/Retail Service Area.
- b. Amended Water System Plan is subject to approval by Department of Health.
- c. Extension of service necessary to protect basic health / safety / environment and does not conflict with GMA requirements.

6.1.5 Outside Water Service Area:

No Duty to Serve

Wholesale Water Supply Agreement or Interlocal Agreement subject to City Council approval.


7.0 RESPONSIBILITIES

The City of Spokane Water and Hydroelectric Services Department shall administer this policy.

8.0 APPENDICES

Water Service Area Chart  
Flow Chart for Retail Water Service Requests

APPROVED BY:

  
 \_\_\_\_\_  
 City Attorney

3/3/16  
 \_\_\_\_\_  
 Date

Scott Simmons  
 \_\_\_\_\_  
 Director - Utilities

3/3/16  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 City Administrator

3/3/16  
 \_\_\_\_\_  
 Date

Water Service Areas:

| Inside City Boundaries | Outside City boundaries – Inside Retail Water Service Area                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Outside Retail Water Service Area                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Outside Water Service Area Wholesale Water Service Agreements                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Duty To Serve</p>   | <p>Duty To Serve inside water service area – subject to limitations:</p> <ol style="list-style-type: none"> <li>1. Water is available in timely and reasonable manner as determined by City Utility</li> <li>2. Sufficient water rights available to provide water service</li> <li>3. Sufficient capacity to serve in safe and reliable manner</li> <li>4. Consistent with requirements of local plans and regulations and the City's utility service extension ordinances</li> <li>5. Annexation covenant must be signed</li> <li>6. Written contract with cost allocation, indemnity, applicable liabilities</li> <li>7. Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer</li> </ol> | <p>No Duty To Serve outside Retail Water Service Area unless:</p> <ol style="list-style-type: none"> <li>1. City Council approves amendment of RSA</li> <li>2. Requires DOH approval</li> <li>3. Water is available in timely and reasonable manner</li> <li>4. Sufficient water rights available to provide water service</li> <li>5. Sufficient capacity to serve in safe and reliable manner</li> <li>6. Consistent with requirements of local plans and regulations and the City's utility service extension ordinances including Water System Plan and service area boundaries</li> <li>7. Annexation covenant must be signed</li> <li>8. Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer and applicable liabilities</li> <li>9. Extension of service is necessary to protect basic health/safety/environment</li> </ol> | <p>No Duty to Serve</p> <p>Wholesale / water supply agreement or interlocal agreement subject to City Council approval.</p> <p>Sufficient water rights to provide water service</p> <p>Sufficient capacity to serve in safe and reliable manner</p> <p>Consistent with requirements of local plans and regulations and the City's utility service extension ordinances and Water System Plan</p> <p>Subject to approval by the Department of Health</p> <p>AND</p> <p>May Require an amendment to the Water System Plan</p> |



also take into consideration any possible environmental or health issues associated with regional utility corridors.

### **CFU 3.4 Natural and Man-Made Disasters**

*Continue to participate in a coordinated regional plan for the provision of public services in the event of natural or man-made disasters.*

### **CFU 3.5 Uniformity of Standards**

*Collaborate with Spokane County to ensure that the City of Spokane's engineering, land use and related level of service standards are applied throughout the adjacent Urban Growth Area (UGA).*

**Discussion:** Regardless of which jurisdiction administers development in the unincorporated portions of the city's UGA, it is imperative that engineering standards, land use patterns and development densities correspond to city standards so that services may be provided by the city in an efficient and cost effective manner once those lands are annexed by the city.

### **CFU 3.6 Limitation of Services Outside Urban Growth Areas**

*Limit the provision of water and sewer service by the City of Spokane outside Urban Growth Areas (UGAs) to areas where exceptions apply.*

**Discussion:** It is appropriate for the City of Spokane to extend or expand water and sewer services outside UGAs in those limited circumstances shown to be necessary to protect basic public health and safety and the environment and when such services are financially supportable at rural densities and do not permit urban development. (RCW 36.70A.110(4)). The intent of this policy is to provide for connection and/or expansion of the city's public utility infrastructure outside Urban Growth Areas in limited situations consistent with the Growth Management Act and the County Wide Planning Policies for Spokane County, where the long term viability of the city and the health and safety of residents of the rural areas are balanced with maintaining the character of the rural areas and sound planning principles.

Provision of services outside the Urban Growth Area shall meet the following requirements:

- A. City of Spokane Sewer Service
  - 1. Sewer Service Connections. Sewer Service Connections to property outside UGAs will be approved only if the connection is to existing infrastructure with surplus capacity, and one or both of the following conditions for exception exists:



- a. The Spokane Regional Health District or the Washington State Department of Health has determined that an existing development poses an immediate threat to public health or safety.
  - b. A written commitment for service to a vested development was made by the City of Spokane prior to the adoption of the City of Spokane's Comprehensive Plan under RCW 36.70A.
  - c. Contingent upon mutual agreement of the City Council and the Board of County Commissioners, sewer service outside designated urban growth areas may be allowed for the purpose of protecting the sole source Aquifer, subject to additional conditions and as allowed by state law.
2. Sewer Main Extensions. Any mains extended outside UGAs after May 31, 2001, shall be for the overall operational benefit and efficiency of the City of Spokane's sewer utility system. Such extensions shall be for transmission purposes only with no connections allowed except for as allowed in 1. (a.), (b.), and (c.) above.
- B. City of Spokane Water Service. Expansion of City of Spokane water service outside a UGA may be allowed in the following limited cases:
1. Water Service Connections. Service connections outside a UGA may be allowed only under the following conditions:
    - a. Connections required under 2.(a), (b), (c), and (d) below;
    - b. Connections may be allowed to parcels directly adjacent to a main if the parcel existed and the main was installed prior to May 31, 2001, or the main is located along a UGA boundary.
  2. Water Main Extensions
    - a. The Spokane Regional Health District or Washington State Department of Health has determined that an existing development poses an immediate threat to public health or safety.
    - b. A written commitment for service to a vested development was made by the City of Spokane prior to the adoption of the City of Spokane's Comprehensive Plan under RCW 36.70A.



- c. The main may supply services to premises used to provide public services typically provided by government-owned facilities which are allowed outside a UGA. A public service may include, but is not limited to, law enforcement, fire protection, public utilities, schools, libraries, parks and recreation services.
  - d. The main may supply service to a Rural Cluster Development approved by the County within an area zoned Urban Reserve subject to the platted streets directly bordering each lot meeting city Standards and sewer mains being installed in these platted streets concurrent with water main installations. If conditions 1 and 2 in Section A are not met, the sewer mains shall be "dry lines" until connections are allowed by State Law and orders to connect are issued by the city as addressed in Section C.
  - e. All costs associated with the extension of water infrastructure subject to this policy will be borne by the proponent.
  - f. Any water infrastructure extended or located outside a UGA after May 31, 2001, shall be for the overall operational benefit and efficiency of the City of Spokane's water utility system. Such extensions shall be for transmission purposes only with no connections allowed except for as allowed in (a), (b), (c), (d), and (e) above.
- C. General Provisions. All owners of property outside UGAs that are allowed to connect to the city's utilities shall sign a binding agreement to annex when requested to do so by the city. In the case of connections to the Water Utility only, the binding agreement shall also provide that the property owner agrees to connect to the City of Spokane's sewer system at the property owner's sole expense when requested to do so by the city. In addition, all exceptions shall be considered within the context of overall cumulative impacts on capacity and level of service obligations in accordance with the city's Capital Facilities Program, Six-Year Capital Improvement Plans and Concurrency Management System. Except for the limited exceptions addressed herein, the rural population allocation shall be accommodated without reliance on the extension of public services.

This policy does not limit the city's authority to impose additional conditions, require a developer agreement that includes a requirement for payment of



mitigation fees, or modify existing conditions on extensions of water or sewer service outside of urban growth areas.

In all cases, water or sewer service can be extended only if:

1. It can be done in a timely and reasonable manner; and,
2. Ground water resources and the sole source Aquifer can be protected by concurrently connecting the premise to a public sewer or reasonable accommodations are made to connect to a public sewer as soon as allowed by law; and,
3. A developer agreement incorporating mitigation requirements is approved by City Council.

*See City of Spokane Water System Plan.*

---

## CFU 4 SERVICE PROVISION

**Goal: Provide public services in a manner that facilitates efficient and effective delivery of services and meets current and future demand.**

---

### Policies

#### CFU 4.1 Compact Development

*Promote compact areas of concentrated development in designated centers to facilitate economical and efficient provision of utilities, public facilities, and services.*

**Discussion:** Infill and dense development should be encouraged where excess capacity is available since compact systems are generally less expensive to build and maintain.



#### CFU 4.2 Access to Utility Easements

*Require that subdivision and building regulations protect and preserve access to utility easements.*

**Discussion:** In order to facilitate timely repair and reduce the duration of power outages, it is important that access to electrical, cable, and telephone transmission facilities be available and unobstructed at all times.





**Agenda Sheet for City Council Meeting of:**  
10/16/2023

|                       |               |
|-----------------------|---------------|
| <b>Date Rec'd</b>     | 10/4/2023     |
| <b>Clerk's File #</b> | RES 2023-0090 |
| <b>Renews #</b>       |               |
| <b>Cross Ref #</b>    |               |
| <b>Project #</b>      |               |
| <b>Bid #</b>          |               |
| <b>Requisition #</b>  |               |

|                           |                                                           |
|---------------------------|-----------------------------------------------------------|
| <b>Submitting Dept</b>    | DEVELOPMENT SERVICES CENTER                               |
| <b>Contact Name/Phone</b> | ELDON BROWN 6305                                          |
| <b>Contact E-Mail</b>     | EBROWN@SPOKANECITY.ORG                                    |
| <b>Agenda Item Type</b>   | Resolutions                                               |
| <b>Agenda Item Name</b>   | 4700 – RESOLUTION TO MODIFY RETAIL WATER SERVICE AREA - B |

**Agenda Wording**

A RESOLUTION relating to modification of the City of Spokane's Retail Water Service Area to include Spokane County Parcel Number 24181.9060.

**Summary (Background)**

Property owner is requesting to connect a parcel to the City of Spokane Water System. Presently, this parcel is located outside the City of Spokane's Retail Water Service Area. Prior to the City accepting an application to connect, this parcel shall be included in the City's Retail Water Service Area.

Lease? NO Grant related? NO Public Works? YES

**Fiscal Impact**

|         |    |   |
|---------|----|---|
| Neutral | \$ | # |
| Select  | \$ | # |
| Select  | \$ | # |
| Select  | \$ | # |

**Budget Account**

**Approvals**

|                          |                     |
|--------------------------|---------------------|
| <b>Dept Head</b>         | PALMQUIST, TAMI     |
| <b>Division Director</b> | MACDONALD, STEVEN   |
| <b>Finance</b>           | ORLOB, KIMBERLY     |
| <b>Legal</b>             | SCHOEDEL, ELIZABETH |
| <b>For the Mayor</b>     | JONES, GARRETT      |

**Council Notifications**

|                            |                               |
|----------------------------|-------------------------------|
| <b>Study Session\Other</b> | PIES 8/28/23                  |
| <b>Council Sponsor</b>     | Wilkerson, Stratton, Cathcart |

**Distribution List**

|                            |
|----------------------------|
| ebrown@spokanecity.org     |
| tpalmquist@spokanecity.org |
| smacdonald@spokanecity.org |
| akiehn@spokanecity.org     |

**Additional Approvals**

**Purchasing**

|  |  |
|--|--|
|  |  |
|  |  |
|  |  |



## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Submitting Department</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Development Services Center                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Contact Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Eldon Brown                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Contact Email &amp; Phone</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <a href="mailto:ebrown@spokanecity.org">ebrown@spokanecity.org</a> 509-625-6305                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Council Sponsor(s)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Betsy Wilkerson                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Select Agenda Item Type</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 15 min                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Agenda Item Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 2023 Amendments to City's Retail Water Service Boundary                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Summary (Background)</b><br><br>*use the Fiscal Impact box below for relevant financial information                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <p>6 Applications are located inside the Urban Growth Area (UGA), outside the City's Retail Water Service Area (RWSA), but inside the City's Future Water Service Area. 1 Application is located outside the UGA. Applicants are requesting City water service to serve these parcels located in Spokane County. Parcels will be developed in accordance with Spokane County zoning and land-use requirements.</p> <p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> <li>• Resolutions to amend the RWSA (see attached)</li> <li>• 2023 Applications to Amend the City's RWSA – Summary of Criteria considered for each Application (see attached)</li> </ul> |
| <b>Proposed Council Action</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <p><b>Fiscal Impact</b></p> <p>Total Cost: <a href="#">Click or tap here to enter text.</a></p> <p>Approved in current year budget?    <input type="checkbox"/> Yes    <input type="checkbox"/> No    <input checked="" type="checkbox"/> N/A</p> <p>Funding Source    <input type="checkbox"/> One-time    <input type="checkbox"/> Recurring</p> <p>Specify funding source: <a href="#">Click or tap here to enter text.</a></p> <p>Expense Occurrence    <input type="checkbox"/> One-time    <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p> <p>When applicants construct water facilities to serve their developments, City will receive revenues from new customers and incur expenses to operate and maintain new public water facilities</p> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <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? NA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 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? NA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| New additions to the City's water system will need to be evaluated (revenues versus expenditures) to determine impacts to the City's rate structure.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

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?

SMC Section 13.04.1921 – City’s Retail Water Service Area; City’s Duty to Provide Water Service;  
WAC 246-290-100 (Washington State Department of Health)

## RESOLUTION 2023-0090

A RESOLUTION relating to modification of the City of Spokane's Retail Water Service Area (RWSA) to include Spokane County Parcel Number 24181.9060. and authorizing the amendment of the City's RWSA map on file with the Washington State Department of Health.

WHEREAS, pursuant to the Washington State Department of Health Rules and Regulations, WAC 246-290-100, the City of Spokane is required to update its Comprehensive Water System Plan at least every ten (10) years; and

WHEREAS, the City of Spokane's Comprehensive Water System Plan pursuant to Washington State Department of Health rules and regulations defines existing water service areas, retail water service areas, and future water service areas; and

WHEREAS, the above listed parcel has requested inclusion into the City's RWSA for consideration of future water service connection(s), subject to the City's policies and procedures for providing water service; and

WHEREAS, the above listed parcel has requested water service from the City of Spokane to support development of a new 10-acre public, County-owned and maintained community park that will provide parks and recreation services to the West Plains area in Spokane County; and

WHEREAS, the above listed parcel is located outside the Urban Growth Area (UGA) Boundary; it is zoned Rural Traditional (RT), which allows rural-oriented recreation uses; and

WHEREAS, the above listed parcel is located within the City's Future Water Service Area, but outside the current RWSA, as defined in the latest RWSA map; and

WHEREAS, the Spokane Municipal Code requires City Council approval to amend and expand the RWSA; and

WHEREAS, Policy CFU 3.6 of the City’s Comprehensive Plan provides that expansion of the City’s water service outside the UGA may be allowed when such services are financially supportable at rural densities and do not permit urban development; and

WHEREAS, Policy CFU 3.6, B. City of Spokane Water Service, states:

“Expansion of City of Spokane water service outside a UGA may be allowed in the following limited cases:

2c. The main may supply services to premises used to provide public services typically provided by government-owned facilities which are allowed outside a UGA. A public service may include, but is not limited to, law enforcement, fire protection, public utilities, schools, libraries, parks and recreation services.”; and

WHEREAS, Spokane County Parcel Number 24181.9060 is located in the West Plains Pressure Zone; and

WHEREAS, while the City has determined that additional water infrastructure improvements, i.e., booster stations / tanks / transmission mains must be constructed and operating prior to approving any new request for service connection(s) in the West Plains Pressure Zone, said infrastructure has been approved by the City Council in the approved 2023-2028 Citywide Capital Improvement Program for service in a timely and reasonable manner; and

WHEREAS, A letter dated March 3, 2023, from Paul Knowles, Parks Planning, Development & Real Estate Manager – at that time, is included with this Application and it addresses water needs for development of Spokane County Parcel Number 24181.9060 into a facility that will provide public parks and recreation services; and

WHEREAS, the property owners have agreed to pay all costs associated with the extension of the water infrastructure and comply with the City’s design and construction requirements, including signing an annexation covenant; and

WHEREAS, the Spokane City Council after careful consideration, finds modification of the RWSA to include Spokane County Parcel Number 24181.9060 to be in the public interest;

--NOW, THEREFORE,

Resolution Modifying RWSA Map

BE IT RESOLVED by the City of Spokane:

1) The amendment of the RWSA Map is hereby approved to include Spokane County Parcel Number 24181.9060.

2) Staff is authorized to seek the approval from the Washington State Department of Health for amendment of the city's water service areas consistent with this resolution and other resolutions adopted to amend city water service areas as necessary.

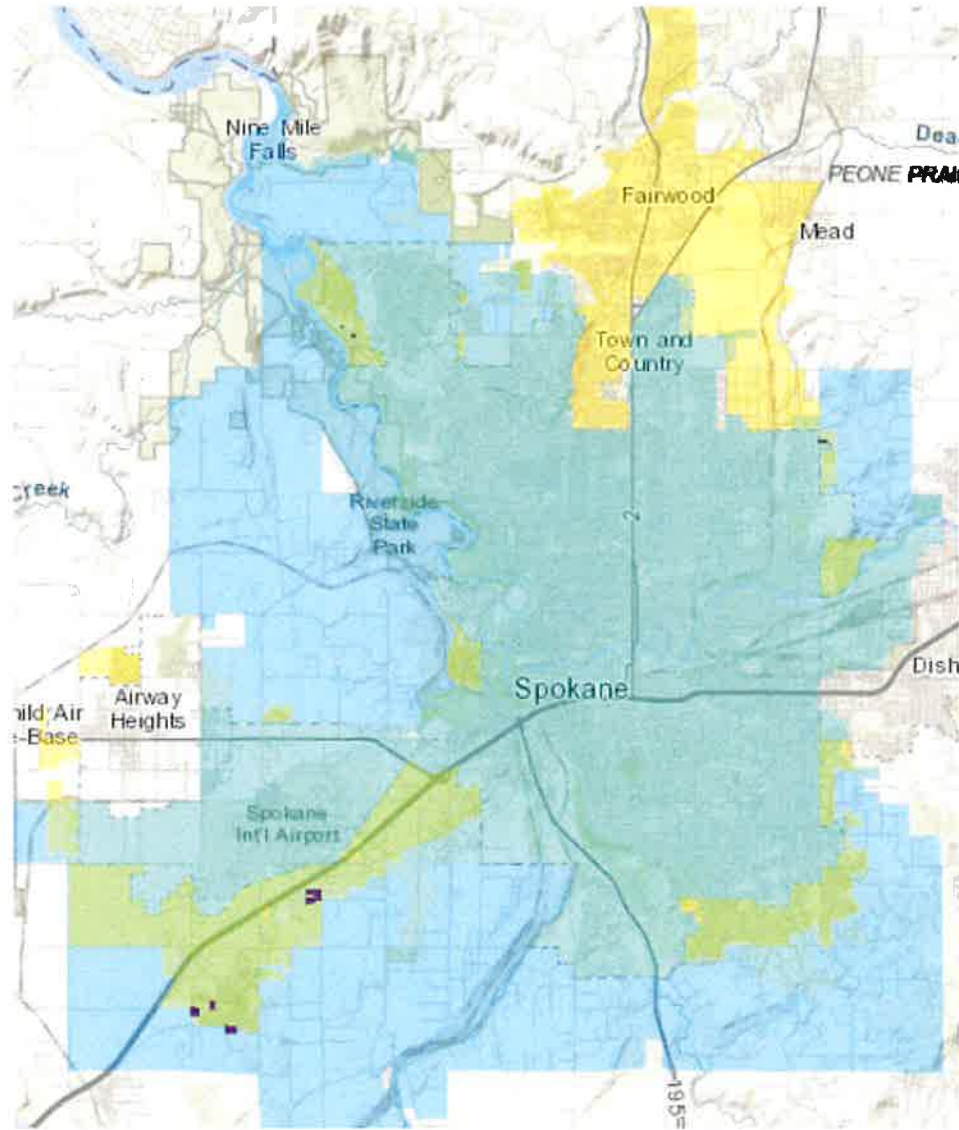
Adopted and approved by City Council \_\_\_\_\_, 2023.

\_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
Assistant City Attorney

# 2023 Water Retail Service Map




**MEMORANDUM**

**CITY OF SPOKANE WATER DEPARTMENT**

DATE: April 26, 2023

TO: Loren Searl, Director – Water Department

FROM: James Sakamoto, P.E., Principal Engineer – Water Department 

SUBJ: Water Utility Consistency Review of the Spokane County Parks Application for Retail Service Area Amendment, Parcel #24181.9060

A review of the Subject application for consistency with Section 1.8-1.9 of the City of Spokane Water System Plan (WSP), The Duty to Provide Water Service Policy, dated March 18, 2016, RCW 43.20.260, Chapter 246-290 WAC, and the City of Spokane Comprehensive plan CFU 3.6 is provided below for consideration.

The subject application dated March 3, 2023, is located in the City of Spokane Future Service Area but outside of the UGA boundary and the current City of Spokane Retail Service Area. The subject parcel is approximately 10.0 acres located in West Plains Area south of I90.

Outlined in The Duty to Provide Water Service Policy, dated March 18, 2016, to provide service outside of the Retail Service Area (RSA) the *City Council must approve an amendment of RSA to include the property into the RSA*. The submitted application is a request by the property owner for consideration of the subject property for inclusion in an amendment of the RSA boundary to fulfill this requirement.

The City evaluates all water service requests according to the Duty to Provide Water Service Policy and Chapter 246-290 WAC. The following is a review of the subject property for consistency with these requirements for water service.

**Duty to Serve Requirement: (WSP, Section 1.9)**

The City of Spokane Water Department as a municipal water supplier has a duty to provide service to all new connections requested in its retail service area. Service within the retail service area will be provided when the service connection request meets all four elements stated in RCW 43.20.260:

**1. Capacity:**

*Requirement:* The water system has sufficient capacity to serve water to the new service requested in a safe and reliable manner. Capacity is and will be sufficient to meet all flow requirements and will not impede or reduce existing services below all required flow requirements.

*Analysis:* The Subject property is located in the West Plains Zone. Sufficient Capacity exists in the system to serve the proposed lot.

**2. Consistency:**

*Requirement:* All new service requests shall be consistent with adopted State and local development regulations including but not limited to the Urban Growth Boundary and its requirements on growth and all requirements of the City of Spokane's Comprehensive Plan.

*Analysis:* The City Council must approve an amendment of RSA to include the property into the RSA. Additionally to extend service outside of the UGA the proposal must fall within the limitations to provide service outside of the urban growth areas outlined in CFU 3.6 of the City of Spokane Comprehensive Plan.

An existing water main is located approximately 460 feet east of the subject parcel along West Melville Road at the intersection of West Terrace Drive. A main extension would be required to provide service to the subject parcel. In compliance for consistency with the required section of the City of Spokane Comprehensive plan, CFU 3.6 B. 2. (c) states:

*The main may supply services to premises used to provide public services typically provided by government-owned facilities which are allowed outside a UGA. A public service may include, but is not limited to, law enforcement, fire protection, public utilities, schools, libraries, parks and recreation services.*

Following the proposed use and ownership of the subject parcel the parcel may be considered consistent and inclusion into the Retail Service Area for water service could be allowed in accordance with CFU 3.6 B. 2. (c) of the City of Spokane Comprehensive Plan.

**3. Water Rights:**

*Requirement:* Available water rights must be sufficient to provide for all new service requested.

*Analysis:* Water Rights are sufficient to provide for the requested service.

**4. Timely and Reasonable:**

*Requirement:* The water system shall have the necessary infrastructure in place to provide for any new service or must have in the capital improvement plan, the necessary infrastructure improvements to provide for new services in a timely and reasonable manner. A developer may elect to construct infrastructure improvements at their cost, but all such infrastructure improvements shall meet all applicable rules and regulations and shall be consistent with all development regulations.

*Analysis:* An existing 6" ductile iron water main is located approximately 460 feet east of the subject parcel along West Melville Road at the intersection of West Terrace Drive that may provide service to the subject parcel. The property owner would need to construct the service at their cost to provide water service to the



subject parcel and construction shall meet all applicable rules and regulations and be consistent with all development regulations.

Additional limitations listed in The Duty to Provide Water Service Policy, dated March 18, 2016 that would apply to this application includes:

- An Annexation covenant must be signed.
- Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer and applicable liabilities.

**Additional Considerations/Circumstances:**

No additional considerations for the subject application.

Following our consistency review of the subject application we find that the subject parcel in the application may be timely for an amendment to expand the RSA boundary. The subject parcel is located in the City of Spokane Future Water Service Area and adjacent to the current Retail Water Service Area and adjacent to the West Plans/Thorpe Joint Planning Area of the Urban Growth Boundary. The provisions of CFU 3.6 B. 2. (c) of the City of Spokane Comprehensive Plan provides an allowance for water main extensions for Government owned parks and recreation services and sufficient capacity exists in the pressure zone to provide service. Sufficient water rights exist to provide for the requested service and the developer would need to secure all necessary approvals at their cost to connect a water service to the subject parcel meeting all applicable development regulations.

Additional documentation for consideration is attached to the subject application.

If there are any questions or if you require additional information, documentation or clarification of the consistency review please contact me at your convenience.

Cc: Eldon Brown, P.E., Principal Engineer – COS Developer Services  
Elizabeth Schoedel – Assistant City Attorney – COS Legal

Encl:



# *Application to Expand the Retail Water Service Area*

**New water service connections and Certificates of Water Availability (COA) outside the boundaries of the City’s designated Retail Water Service Area as depicted in the City’s Comprehensive Water System Plan shall be in accordance to SMC 13.04.1921**

**SMC 13.04.1921 provides that amendments to the Comprehensive Water System Plan to expand the Retail Water Service Area to include new customers outside of the boundaries of the Retail Water Service Area shall be considered cumulatively on an annual basis or more frequently by a vote of City Council. Requests for such amendments must be submitted prior to March 31st in order to be considered in the annual amendment cycle.**

**Date of Application:** 3/3/23

**Deadline for 120 day Response from Date of Application:** \_\_\_\_\_

**PROPERTY OWNERS REQUESTING TO EXPAND THE RETAIL WATER SERVICE AREA MUST AGREE AND PROVIDE THE FOLLOWING:**

- Furnish a legal description and map of the area under consideration.
- State fully the purpose for which water is to be used with your application.
- Provide justification for expansion of the Retail Water Service Area with your application.
- The extension of existing water main, new lateral or service connection will be at developer’s expense and must follow current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.
- Payment of all charges for the new service connection.
- Verify that any outstanding combined utility charges are paid in full.
- Pay for and provide all engineering, accepted plans and permits upon request.
- Request inspection of all underground water service line(s) on property and comply with all requirements of the City of Spokane’s Water and Hydroelectric Department.
- Sign an Annexation Covenant.

**PROPERTY INFORMATION: By City of Spokane Staff**

- Is the property within the Urban Growth Area boundary? Yes \_\_\_ No \_\_\_
- Does the property have a prior commitment to serve water? Yes \_\_\_ No \_\_\_
- Is the property within the City of Spokane Coordinated Water System Plan Boundary? Yes \_\_\_ No \_\_\_

**LEGAL DESCRIPTION: By Applicant**

Lot Unplatted Block N/A  
Addition N/A

Legal Attached:  Yes  No

**PROPERTY OWNER: (Please Print)**

Name: Spokane County C/O Paul Knowles, Parks Planning, Development & Real Estate Manager  
Address: 9817 W. Melville Road  
Cheney, WA Zip 99004  
Daytime Phone: 509-218-3428  
Email Address: pknowles@spokanecounty.org

*PK* [Int.] I understand that extension of existing water main or new lateral will be at developer's expense per current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.

*PK* [Int.] I understand that I, the Applicant, am required to comply and follow all applicable provisions for City water service as provided for in Chapter 13.04 of the Spokane Municipal Code.

*The undersigned owner or owner authorized representative agrees to comply with all rules and regulations of the City of Spokane Water and Hydroelectric Department relating to this application to expand the retail water service boundary to the property identified. If I am a representative of the owner, I certify that I am authorized by the owner to sign this Water Service Application and Agreement on the owner's behalf.*

  
\_\_\_\_\_  
Signature of Owner or Owner's Authorized Representative 3/3/23  
Date

Paul Knowles Agent / Parks Planning, Development & Real Estate Mgr 509-218-3428  
Printed Name Relationship to Owner Phone Contact #

pknowles@spokanecounty.org  
e-mail Address



**Spokane County**  
PARKS, RECREATION AND GOLF

**MEMORANDUM**

**TO:** Eldon Brown, City of Spokane Engineer

**FROM:** Paul Knowles, Parks Planning, Development & Real Estate Manager

**DATE:** March 3, 2023

**RE:** Water Retail Service Area Expansion Application – West Plains Future Community Park Site

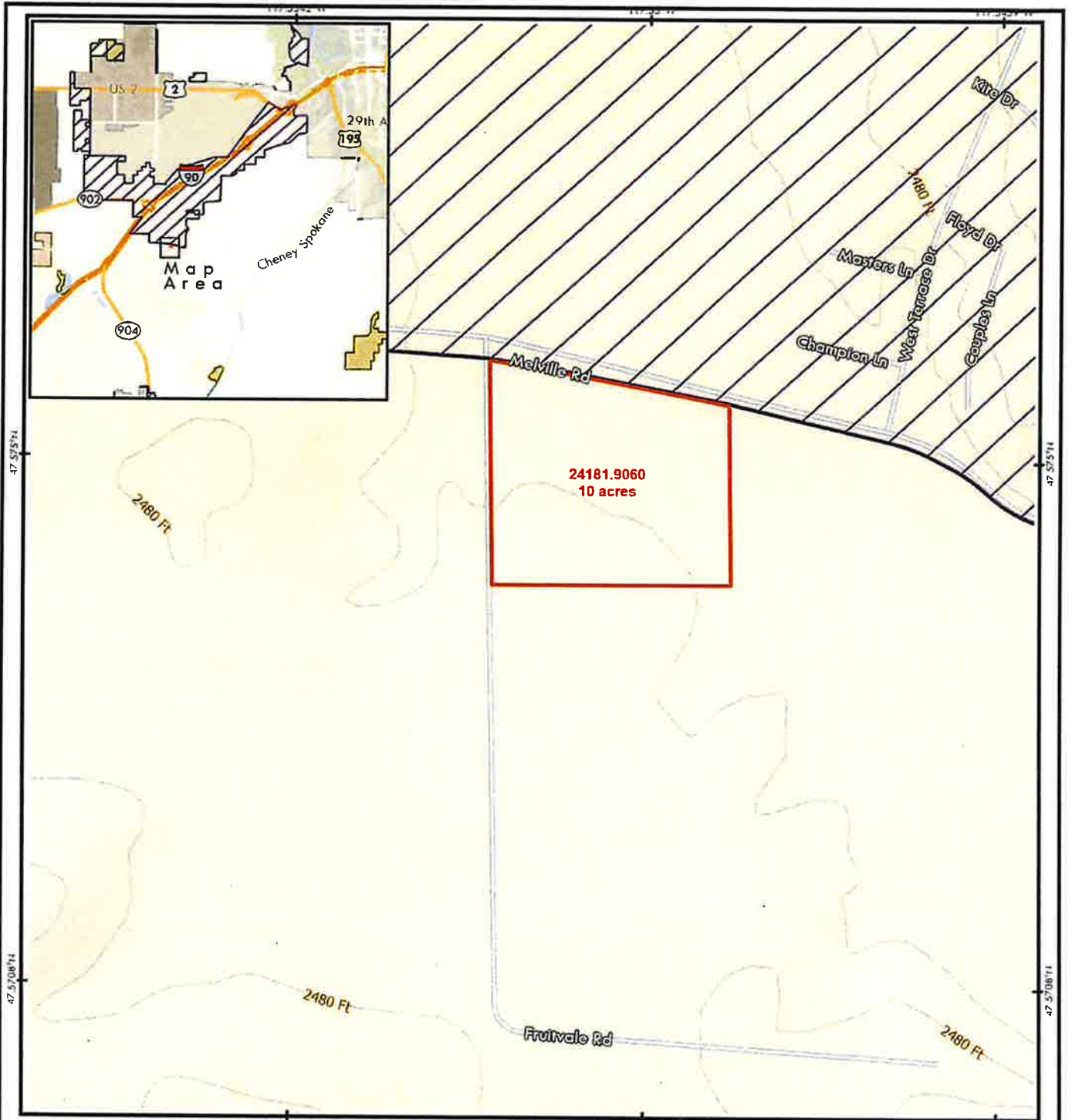
Please find enclosed our Water Retail Service Area application for the West Plains Future Community Park Site. This package includes:

- Completed Application to Expand the Retail Water Service Area;
- Legal Description of the West Plains Future Community Park Site (“West Plains Park”); and
- Map of West Plains Park.

In addition, the purpose for which water is to be used is to support a new 10-acre, public, County-owned and maintained community park serving residents of the West Plains portion of Spokane County Urban Growth Area (“UGA”).

In October 2022, Spokane County Parks, Recreation & Golf Department (“County Parks”) submitted a project to a Spokane County-issued American Rescue Plan Act (“ARPA”) Request for Proposals in the category: 2221-Negative Economic Impacts: Strong Healthy Communities – Neighborhood Features. The project, “West Plains Community Park Acquisition, Planning, and Phase 1 Design & Development,” was recommended for funding to the Board of County Commissioners, which approved said funding for the project on November 1st, 2022, Resolution No. 2022-0730. According to the adopted 2020 Spokane County Parks, Recreation & Open Space Plan (“Park Plan”), there was an estimated deficit of at least 5.33 acres of developed community parkland within the West Plains UGA – which has likely increased given the rapid residential development occurring in this part of Spokane County. On March 7<sup>th</sup>, 2023, Spokane County will have closed on a 10 acre parcel described and depicted in the attachments with a first right of refusal on an adjacent 10 acres owned by the Seller.

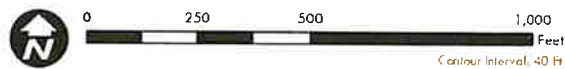
When completed, Water Plains Community Park Site will likely include features typical of a Spokane County community park, including: ball field(s), playground(s), restroom(s), off-street parking, and / or other features determined through a community planning process.



## West Plains Future Community Park Site

Spokane County Parks, Recreation & Golf Department

- West Plains Future Community Park Site
- Urban Growth Area (UGA)
- Spokane County Parks
- City of Spokane Parks
- Dept. of Natural Resources



Note: This is a GIS map showing base layers rendered for "best fit" with digital orthophotography. While every attempt is made to ensure the accuracy of this information, no warranty accompanies this map. If you have any additional questions, please contact the Spokane County Parks department at: 509.477.4730.

Map Produced March 2023



**LEGAL DESCRIPTION WEST PLAINS DEIFE PROPERTY**

A PARCEL OF LAND IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 24, NORTH, RANGE 42 EAST, OF THE WILLAMETTE MERIDIAN, SPOKANE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS;

**BEGINNING** AT THE INTERSECTION OF THE CENTERLINE OF RESURVEY OF MELVILLE ROAD WITH THE NORTH AND SOUTH CENTERLINE OF SAID SECTION 18; FROM WHICH, THE CENTER OF SAID SECTION 18 BEARS S3°57'11"E 1349.66 FEET, MONUMENTED WITH A 3/4" IRON PIPE WITH A YELLOW PLASTIC CAP MARKED SIMPSON LS 706 ; THENCE S3°57'11"E 709.42 FEET ALONG SAID NORTH AND SOUTH CENTERLINE TO A 5/8" REBAR WITH A YELLOW PLASTIC CAP MARKED TO-ENGINEERS PLS 57444; THENCE LEAVING SAID NORTH AND SOUTH CENTERLINE S89°32'17"E 705.07 FEET TO A 5/8" REBAR WITH A YELLOW PLASTIC CAP MARKED TO-ENGINEERS PLS 57444; THENCE N3°57'26"W 586.99 FEET TO THE CENTERLINE OF THE RESURVEY OF MELVILLE ROAD; THENCE NORTHWESTERLY ALONG SAID CENTERLINE N79°25'30"W 601.92 FEET TO A POINT OF NON TANGENT CURVATURE TO THE LEFT WITH SAID CURVE HAVING A RADIUS OF 1435.73 FEET AND A CHORD OF N81°53'07"W 122.98 FEET, MONUMENTED WITH A 1/2" REBAR WITH AN ILLEGIBLE PLASTIC CAP; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 4°54'33" AN ARC DISTANCE OF 123.01 FEET TO THE POINT OF **BEGINNING**.

EXCEPT COUNTY ROADS;  
CONTAINING 10.000 ACRES MORE OR LESS.  
SUBJECT TO ALL RECORD DOCUMENTS.



2-25-16

RECEIVED  
*March 3, 2016*  
CITY CLERK'S OFFICE  
SPOKANE, WA

|                                                        |                                   |
|--------------------------------------------------------|-----------------------------------|
| CITY OF SPOKANE<br>ADMINISTRATIVE POLICY AND PROCEDURE | ADMIN 5200-16-03<br>LGL 2016-0020 |
| TITLE: DUTY TO PROVIDE WATER SERVICE                   |                                   |
| EFFECTIVE DATE: March 18, 2016                         |                                   |
| REVISION EFFECTIVE DATE: N/A                           |                                   |

1.0 GENERAL

1.1 The City of Spokane ("City") Water and Hydroelectric Services Department owns and operates a public water system; and is the regional water purveyor. The City has a duty to provide water to new service connections within the retail water service area, when such service is available in a timely and reasonable manner; there exists sufficient water rights to provide water service; there exists sufficient capacity to provide water service in a safe and reliable manner under Washington State Department of Health regulations; and such service is consistent with the requirements of local plans and regulations and the City's utility service extension ordinances. (WAC 246-290-106).

1.2 TABLE OF CONTENTS

- 1.0 GENERAL
- 2.0 DEPARTMENTS/DIVISIONS AFFECTED
- 3.0 REFERENCES
- 4.0 DEFINITIONS
- 5.0 POLICY
- 6.0 PROCEDURE
- 7.0 RESPONSIBILITIES
- 8.0 APPENDICES

2.0 DEPARTMENTS/DIVISIONS AFFECTED

This policy shall apply to the City Water and Hydroelectric Services Department.

3.0 REFERENCES

- RCW 35.92.020
- RCW 36.70A.030
- RCW 36.70A.110
- WAC 246-290-106
- WAC 246-290-108
- City of Spokane Comprehensive Plan CFU 3.6
- Comprehensive Water System Plan figure 1.8.0a
- SMC 13.04.1921
- SMC 13.04.1922

4.0 DEFINITIONS

None



## 5.0 POLICY

- 5.1 Domestic water service is a rural and urban governmental service and the City of Spokane is the regional water purveyor. Therefore the City has a duty to provide service to new water service connections within its retail water service area as outlined in the Comprehensive Water System Plan when:
- a. Water service is available in a timely and reasonable manner;
  - b. There exist sufficient water rights available to provide water service;
  - c. There is sufficient capacity to serve in a safe and reliable manner per the Department of Health rules and regulations; and
  - d. Extension of service is consistent with the requirements of local plans and regulations, including the City's Water System Plan and utility service extension ordinances.
- 5.2 City water service is intended to provide for the needs of the residents of the City and for residents outside the City who are within the City's Retail Service Area. Pursuant to RCW 35.92.020, the City may enter into agreements for extension of water service outside the City's boundaries upon terms and conditions, when there is a determination that such extension will not overload or imperil the City's water system, including domestic and fire flow pressure, supply resources and municipal water rights, all as may be needed by current or future city customer needs, and are subject to any other applicable laws or regulations. (SMC 13.04.1922). Therefore, customers outside the City must complete an annexation covenant and service agreement as a condition of water service.
- 5.3 The City's Comprehensive Water System Plan provides for extension of water service beyond the City's boundaries and inside the Retail Service Area as identified in Chapter 1, Figure 1.6.1
- 5.4 Request for City Water Service outside the existing Retail Service area as identified in the Comprehensive Water System Plan in Chapter 1, Figure 1.6.1 are dependent upon the completion of the City's Application and Certificate of Water Availability form. Changing the Retail Water Service boundaries to provide water service to areas outside the current Retail Water Service Area requires a City Council approved amendment to the City's Water System Plan.
- 5.5 The City's comprehensive plan provides that it is appropriate to extend or expand water services outside the UGA in limited circumstances which are shown to be necessary to protect basic public health and safety and the environment and when such services are financially supportable at rural densities and do not permit urban development. (CFU 3.6; RCW 36.70A.110(4)).

## 6.0 PROCEDURE

- 6.1 Analysis Needed For Requests To Provide Water Service.



6.1.1 Requests Inside City Boundaries:

Duty to Serve

6.1.2 Outside City boundaries - Inside Retail Water Service Area:

Duty to Serve Inside Water Service Area Subject To Limitations:

- a. Water service is available in timely and reasonable manner as determined by City Utility;
- b. There are sufficient water rights to provide water service;
- c. There is sufficient capacity to serve in a safe and reliable manner;
- d. It is consistent with requirements of local plans and regulations and the City's Water System Plan and utility service extension ordinances;
- e. Annexation covenant must be signed, as applicable;
- f. Written contract with cost allocation, indemnity and all applicable liabilities; and
- g. Developer agrees to pay one hundred percent (100%) costs of construction; liability; indemnification; permitting without sewer and all applicable liabilities.

6.1.3 Outside City Boundaries – Prior Commitment to Serve Inside Future Service Area:

The City will honor prior commitments for water service. In the case of a prior commitment for water service, the vested water capacity exists with the commitment and the parcels included in the prior commitment will be included in the retail water service area and service will be analyzed and provided pursuant to paragraph 6.1.2.

6.1.4 Outside Retail Water Service Area – Inside Future Water Service Area:

The City will evaluate any new requests for retail water service which are outside the City's retail water service area within 120 days of the request or as prescribed by State Law, pursuant to the flow chart for retail water service requests, as attached hereto.

It is the policy of the City to ensure that requests for expansion of the Retail Service Area be considered at least annually.

No Duty to Serve outside Retail Service Area unless amend Retail Service Area:

- a. Amendment to Retail Service Area requires a City Council approved amendment to the Water System Plan/Retail Service Area.
- b. Amended Water System Plan is subject to approval by Department of Health.
- c. Extension of service necessary to protect basic health / safety / environment and does not conflict with GMA requirements.

6.1.5 Outside Water Service Area:

No Duty to Serve

Wholesale Water Supply Agreement or Interlocal Agreement subject to City Council approval.


7.0 RESPONSIBILITIES

The City of Spokane Water and Hydroelectric Services Department shall administer this policy.

8.0 APPENDICES

Water Service Area Chart  
Flow Chart for Retail Water Service Requests

APPROVED BY:

  
 \_\_\_\_\_  
 City Attorney

3/3/16  
 \_\_\_\_\_  
 Date

Scott Simmons  
 \_\_\_\_\_  
 Director - Utilities

3/3/16  
 \_\_\_\_\_  
 Date

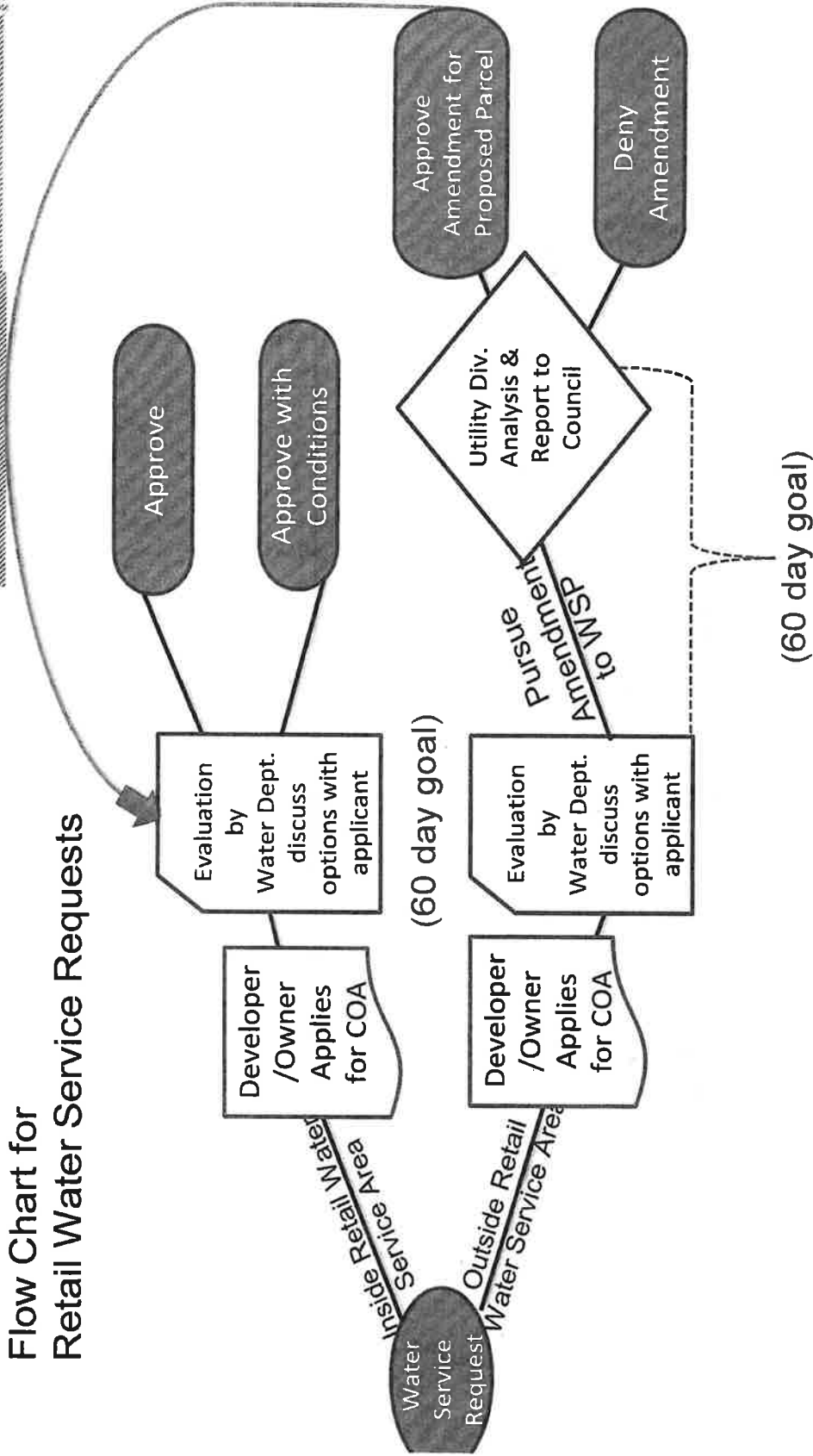
  
 \_\_\_\_\_  
 City Administrator

3/3/16  
 \_\_\_\_\_  
 Date

Water Service Areas:

| Inside City Boundaries | Outside City boundaries – Inside Retail Water Service Area                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Outside Retail Water Service Area                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Outside Water Service Area Wholesale Water Service Agreements                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Duty To Serve</p>   | <p>Duty To Serve inside water service area – subject to limitations:</p> <ol style="list-style-type: none"> <li>1. Water is available in timely and reasonable manner as determined by City Utility</li> <li>2. Sufficient water rights available to provide water service</li> <li>3. Sufficient capacity to serve in safe and reliable manner</li> <li>4. Consistent with requirements of local plans and regulations and the City's utility service extension ordinances</li> <li>5. Annexation covenant must be signed</li> <li>6. Written contract with cost allocation, indemnity, applicable liabilities</li> <li>7. Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer</li> </ol> | <p>No Duty To Serve outside Retail Water Service Area unless:</p> <ol style="list-style-type: none"> <li>1. City Council approves amendment of RSA</li> <li>2. Requires DOH approval</li> <li>3. Water is available in timely and reasonable manner</li> <li>4. Sufficient water rights available to provide water service</li> <li>5. Sufficient capacity to serve in safe and reliable manner</li> <li>6. Consistent with requirements of local plans and regulations and the City's utility service extension ordinances including Water System Plan and service area boundaries</li> <li>7. Annexation covenant must be signed</li> <li>8. Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer and applicable liabilities</li> <li>9. Extension of service is necessary to protect basic health/safety/environment</li> </ol> | <p>No Duty to Serve</p> <p>Wholesale / water supply agreement or interlocal agreement subject to City Council approval.</p> <p>Sufficient water rights to provide water service</p> <p>Sufficient capacity to serve in safe and reliable manner</p> <p>Consistent with requirements of local plans and regulations and the City's utility service extension ordinances and Water System Plan</p> <p>Subject to approval by the Department of Health</p> <p>AND</p> <p>May Require an amendment to the Water System Plan</p> |

# Flow Chart for Retail Water Service Requests



Proposed, Jan. 2015

also take into consideration any possible environmental or health issues associated with regional utility corridors.

### **CFU 3.4 Natural and Man-Made Disasters**

*Continue to participate in a coordinated regional plan for the provision of public services in the event of natural or man-made disasters.*

### **CFU 3.5 Uniformity of Standards**

*Collaborate with Spokane County to ensure that the City of Spokane's engineering, land use and related level of service standards are applied throughout the adjacent Urban Growth Area (UGA).*

**Discussion:** Regardless of which jurisdiction administers development in the unincorporated portions of the city's UGA, it is imperative that engineering standards, land use patterns and development densities correspond to city standards so that services may be provided by the city in an efficient and cost effective manner once those lands are annexed by the city.

### **CFU 3.6 Limitation of Services Outside Urban Growth Areas**

*Limit the provision of water and sewer service by the City of Spokane outside Urban Growth Areas (UGAs) to areas where exceptions apply.*

**Discussion:** It is appropriate for the City of Spokane to extend or expand water and sewer services outside UGAs in those limited circumstances shown to be necessary to protect basic public health and safety and the environment and when such services are financially supportable at rural densities and do not permit urban development. (RCW 36.70A.110(4)). The intent of this policy is to provide for connection and/or expansion of the city's public utility infrastructure outside Urban Growth Areas in limited situations consistent with the Growth Management Act and the County Wide Planning Policies for Spokane County, where the long term viability of the city and the health and safety of residents of the rural areas are balanced with maintaining the character of the rural areas and sound planning principles.

Provision of services outside the Urban Growth Area shall meet the following requirements:

- A. City of Spokane Sewer Service
  1. Sewer Service Connections. Sewer Service Connections to property outside UGAs will be approved only if the connection is to existing infrastructure with surplus capacity, and one or both of the following conditions for exception exists:



- a. The Spokane Regional Health District or the Washington State Department of Health has determined that an existing development poses an immediate threat to public health or safety.
  - b. A written commitment for service to a vested development was made by the City of Spokane prior to the adoption of the City of Spokane's Comprehensive Plan under RCW 36.70A.
  - c. Contingent upon mutual agreement of the City Council and the Board of County Commissioners, sewer service outside designated urban growth areas may be allowed for the purpose of protecting the sole source Aquifer, subject to additional conditions and as allowed by state law.
2. Sewer Main Extensions. Any mains extended outside UGAs after May 31, 2001, shall be for the overall operational benefit and efficiency of the City of Spokane's sewer utility system. Such extensions shall be for transmission purposes only with no connections allowed except for as allowed in 1. (a.), (b.), and (c.) above.
- B. City of Spokane Water Service. Expansion of City of Spokane water service outside a UGA may be allowed in the following limited cases:
1. Water Service Connections. Service connections outside a UGA may be allowed only under the following conditions:
    - a. Connections required under 2.(a), (b), (c), and (d) below;
    - b. Connections may be allowed to parcels directly adjacent to a main if the parcel existed and the main was installed prior to May 31, 2001, or the main is located along a UGA boundary.
  2. Water Main Extensions
    - a. The Spokane Regional Health District or Washington State Department of Health has determined that an existing development poses an immediate threat to public health or safety.
    - b. A written commitment for service to a vested development was made by the City of Spokane prior to the adoption of the City of Spokane's Comprehensive Plan under RCW 36.70A.



- c. The main may supply services to premises used to provide public services typically provided by government-owned facilities which are allowed outside a UGA. A public service may include, but is not limited to, law enforcement, fire protection, public utilities, schools, libraries, parks and recreation services.
  - d. The main may supply service to a Rural Cluster Development approved by the County within an area zoned Urban Reserve subject to the platted streets directly bordering each lot meeting city Standards and sewer mains being installed in these platted streets concurrent with water main installations. If conditions 1 and 2 in Section A are not met, the sewer mains shall be "dry lines" until connections are allowed by State Law and orders to connect are issued by the city as addressed in Section C.
  - e. All costs associated with the extension of water infrastructure subject to this policy will be borne by the proponent.
  - f. Any water infrastructure extended or located outside a UGA after May 31, 2001, shall be for the overall operational benefit and efficiency of the City of Spokane's water utility system. Such extensions shall be for transmission purposes only with no connections allowed except for as allowed in (a), (b), (c), (d), and (e) above.
- C. General Provisions. All owners of property outside UGAs that are allowed to connect to the city's utilities shall sign a binding agreement to annex when requested to do so by the city. In the case of connections to the Water Utility only, the binding agreement shall also provide that the property owner agrees to connect to the City of Spokane's sewer system at the property owner's sole expense when requested to do so by the city. In addition, all exceptions shall be considered within the context of overall cumulative impacts on capacity and level of service obligations in accordance with the city's Capital Facilities Program, Six-Year Capital Improvement Plans and Concurrency Management System. Except for the limited exceptions addressed herein, the rural population allocation shall be accommodated without reliance on the extension of public services.

This policy does not limit the city's authority to impose additional conditions, require a developer agreement that includes a requirement for payment of



mitigation fees, or modify existing conditions on extensions of water or sewer service outside of urban growth areas.

In all cases, water or sewer service can be extended only if:

1. It can be done in a timely and reasonable manner; and,
2. Ground water resources and the sole source Aquifer can be protected by concurrently connecting the premise to a public sewer or reasonable accommodations are made to connect to a public sewer as soon as allowed by law; and,
3. A developer agreement incorporating mitigation requirements is approved by City Council.

*See City of Spokane Water System Plan.*

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## CFU 4 SERVICE PROVISION

**Goal: Provide public services in a manner that facilitates efficient and effective delivery of services and meets current and future demand.**

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### **Policies**

#### **CFU 4.1 Compact Development**

*Promote compact areas of concentrated development in designated centers to facilitate economical and efficient provision of utilities, public facilities, and services.*

**Discussion:** Infill and dense development should be encouraged where excess capacity is available since compact systems are generally less expensive to build and maintain.



#### **CFU 4.2 Access to Utility Easements**

*Require that subdivision and building regulations protect and preserve access to utility easements.*

**Discussion:** In order to facilitate timely repair and reduce the duration of power outages, it is important that access to electrical, cable, and telephone transmission facilities be available and unobstructed at all times.







**Agenda Sheet for City Council Meeting of:**  
10/09/2023

|                       |            |
|-----------------------|------------|
| <b>Date Rec'd</b>     | 9/27/2023  |
| <b>Clerk's File #</b> | ORD C36449 |
| <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> | ALEX GIBILISCO 6957                             |
| <b>Contact E-Mail</b>     | AGIBILISCO@SPOKANECITY.ORG                      |
| <b>Agenda Item Type</b>   | First Reading Ordinance                         |
| <b>Agenda Item Name</b>   | 0320 - LANGUAGE ACCESS IN MUNICIPAL PROCEEDINGS |

**Agenda Wording**

An ordinance establishing the Language Access Program for the City of Spokane and adopting a new chapter 18.11 to Title 18 of the Spokane Municipal Code.

**Summary (Background)**

For several years council has heard from community partners and residents about the difficulty of residents with limited English skills obtaining access City services. This ordinance establishes the Language Access Program for the City of Spokane and adopts a new chapter 18.11 to Title 18 of the Spokane Municipal Code.

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

|         |            |       |
|---------|------------|-------|
| Expense | \$ unknown | # tbd |
| Select  | \$         | #     |
| Select  | \$         | #     |
| Select  | \$         | #     |

**Approvals**

|                          |                |
|--------------------------|----------------|
| <b>Dept Head</b>         | BYRD, GIACOBBE |
| <b>Division Director</b> |                |

**Council Notifications**

|                            |                            |
|----------------------------|----------------------------|
| <b>Study Session\Other</b> | 9/18 Finance Committee     |
| <b>Council Sponsor</b>     | CM Cathcart & CM Wilkerson |

**Finance**

**Distribution List**

|                             |                            |
|-----------------------------|----------------------------|
| <b>Legal</b>                | cwright@spokanecity.org    |
| <b>For the Mayor</b>        | agibilisco@spokanecity.org |
| <b>Additional Approvals</b> | gbyrd@spokanecity.org      |

**Purchasing**

|  |  |
|--|--|
|  |  |
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## Committee Agenda Sheet

### Finance & Administration Committee

|                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|---------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Submitting Department</b>                                                                                  | City Council Office                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Contact Name</b>                                                                                           | Alex Gibilisco                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Contact Email &amp; Phone</b>                                                                              | <a href="mailto:agibilisco@spokanecity.org">agibilisco@spokanecity.org</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Council Sponsor(s)</b>                                                                                     | CM Cathcart                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Select Agenda Item Type</b>                                                                                | <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 5                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Agenda Item Name</b>                                                                                       | Language Access in Municipal Proceedings                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <p><b>Summary (Background)</b></p> <p>*use the Fiscal Impact box below for relevant financial information</p> | <p>An ordinance establishing a language access program for the City of Spokane and adopting a new chapter 18.11 to Title 18 of the Spokane Municipal Code.</p> <p>For several years council has heard from community partners and residents about the difficulty of residents with limited English skills obtaining access City services. In 2022, City Council passed a resolution to encourage the City to adopt a language access plan. Since 2022 there has only been limited progress within the City in ensuring language access. It is now clear that only an ordinance imposing specific requirements and timelines for City departments will be effective in ensuring full language access for all City residents.</p> <p>The ordinance has several components. It requires all City departments to include language access planning in their budgeting commencing in 2024, and to have language access plans fully implemented by the end of 2025. City Council is to commence planning immediately for translation of council documents and interpretation of meetings. The ordinance identifies specific City documents that must be included in any language access plan for translation as well as council proceedings for which interpreter services might be made available. The ordinance includes exemptions for internal operations of the Mayor, City Attorney, City Engineer and City Clerk, as well exemptions for documents produced in response to a public records request.</p> <p>Commencing January 2024, the Office Civil Right, Equity, and Inclusion shall hire and designate a language access coordinator, who will be responsible for city-wide oversight of the City's Language Access Program. The OCREI role includes department support, training, and data collection.</p> |
| <b>Proposed Council Action</b>                                                                                | <p><b>Adopt the Ordinance</b></p> <p><b>Committee: Finance and Administration 9/18</b></p> <p><b>First reading: 10/02</b></p> <p><b>Final Reading / Council Action: 10/09</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

**Fiscal Impact**Total Cost: UnknownApproved in current year budget?     Yes    No    N/AFunding Source             One-time     Recurring

Specify funding source: TBD

Expense Occurrence     One-time     Recurring

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

**This ordinance is setting the foundation requirements to implement language access at the City of Spokane. There will be costs associated with the implementation of the ordinance and it asks departments to incorporate costs into their yearly budgets.**

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

**This ordinance is expected (and intended) to have substantial operational impacts City-wide. The actual cost is difficult to determine until department begin formal planning and budgeting for the requirements; but the operational impacts should be offset by increased efficiencies in providing city services to non-English-speaking members of the community.**

What impacts would the proposal have on historically excluded communities?

**Creates a language access plan to ensure translation and interpretation services are provided to residents that need it to access City programs and services. This directs all City department to create a plan to better facilitate and share out translating and interpreting plan for services provided by the City. The ordinance is designed to address barriers to civic participation that are inherent in the current system, which produces documents almost exclusively in English, to the detriment of limited English-speaking 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 ordinance directs the Office of Civil Rights, Equity, and Inclusion to assign a language access coordinator and for departments to report data to them to be included in a report to SHRC and city council.**

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

**Each department is required to report to the OCREI their plan and results, to update City Council, Human Rights Commission, and any compliance reporting to federal agency.  
The OCREI will assign a designated Language Access Coordinator to facilitate the 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?

**Aligns with Title VI plan requirements, including Chapter 10 (Social Health) and Chapter 13 (Local Governance and Citizenship).**

**Implements and codifies state and federal language access requirements.**

**Consistent with the City's recently adopted motto \_"In Spokane We All belong."**

## ORDINANCE NO. C36449

An ordinance establishing the Language Access Program for the City of Spokane and adopting a new chapter 18.11 to Title 18 of the Spokane Municipal Code.

**WHEREAS**, the First Amendment of the U.S. Constitution unequivocally guarantees citizens the fundamental right to "petition the government for a redress of grievances." This encompasses the essential right to seek direct access to government officials, actively participate in public discourse, and freely articulate their concerns, with language barriers posing a substantial and often insurmountable obstacle for many individuals in exercising these rights;

**WHEREAS**, implementing language access safeguards the fundamental rights enshrined in the 14th Amendment, reinforcing the commitment to fairness, nondiscrimination, and equal treatment for all individuals, regardless of their English proficiency.

**WHEREAS** The United States Supreme Court has consistently emphasized the foundational principles of equal protection and access to government services, often shedding light on the substantial barriers that language proficiency can pose in the context of these principles.

**WHEREAS** The City of Spokane is committed to welcoming and creating a place of belonging for all that call the City of Spokane home; and

**WHEREAS**, equity and inclusion are essential to building relationships and improving outcomes in Spokane communities, especially for under-represented and under-served communities, including, but not limited to, immigrants, refugees, and communities of color who are among our most vulnerable residents; and

**WHEREAS**, language access helps all immigrant and refugee residents, regardless of their English proficiency, to have meaningful, independent, and equitable access to City programs, services, and stakeholder engagement; and

**WHEREAS**, Title VI of the federal Civil Rights Act of 1964 states that "[n]o person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance" and requires federal grant recipients to provide language access; and

**WHEREAS**, in the City's Title VI plan, it outlines the responsibilities of Title VI Specialists including maintaining data of Limited English Proficiency (LEP) residents; and

**WHEREAS**, State law (RCW 38.52) requires each county, city and town in Washington that provide safety information in an emergency or disaster to provide public notices of public health, safety, and welfare in a language other than English; and

**WHEREAS**, according to a 2020 5-year community survey, there are 16,732 Spokane residents who speak a language other than English and Spokane’s immigrant population grew by 9% percent since 2010; and,

**WHEREAS**, according to Spokane Public School District, 80 languages are spoken in Spokane public schools; and

**WHEREAS**, the Office of Civil Rights, Equity and Inclusion is best equipped to assist City departments in creating a Language Access Program and determining how to advance its implementation; and

**WHEREAS**, on August 1, 2022, the City Council adopted Resolution 2022-0071, which resolution cited the foregoing as a basis for implementing a language access program in the City of Spokane, and further requested the City of Spokane’s Office of Civil Rights, Equity and Inclusion convene representatives of departments in the City of Spokane to prioritize updating and implementation of language access program, and set forth specific recommended actions to ensure all residents have equal access to the City’s services, information, and civic processes; and

**WHEREAS**, while a few City departments have incorporated a language access program into their operations and public-facing interaction, the City of Spokane as a whole lags behind other municipalities in the State of Washington in implementing a systemic and comprehensive language access program for its municipal operations; and

**WHEREAS**, the failure to implement the action requested in Resolution 2022- 0071 continues to act as a barrier to full participation in municipal affairs for members of many Spokane communities, especially for under-represented and under-served communities, including, but not limited to, immigrants, refugees, and communities of color; and

**WHEREAS**, a systemic and comprehensive language access program in the City of Spokane’s municipal operations will not occur until, and unless, language access requirements are codified into the Spokane Municipal Code and incorporated into the budgets and standard operating procedures for City departments.

**NOW, THEREFORE**, the City of Spokane does ordain;

**Section 1.** There is enacted a new chapter 18.11 to Title 18 of the Spokane Municipal Code, titled “Language Access in Municipal Proceedings” and to read as follows:

- 18.11.010 Purpose, Language Access in Municipal Operations Program
- 18.11.020 Definitions.
- 18.11.030 Directive to create Language Access plan
- 18.11.040 Emergency Communications
- 18.11.050 Scope, Implementation and Milestones

- 18.11.060 Responsible Personnel / Language Access Coordinator
- 18.11.070 Exemptions

### **18.11.010 Purpose, Language Access in Municipal Operations Program**

The City of Spokane considers the languages spoken by the Native Tribes and the languages spoken by its immigrants and refugees to be an essential element of the City's cultural heritages, and as such should be cherished and preserved. Full and meaningful access for all residents depends on a comprehensive and systematic implementation of a language access program across all city departments and functions. Legislation is necessary to standardize language access, interpretation, and translation services across all departments within the City of Spokane, and to ensure all residents have equal and direct access to City services, information, and civic processes, without reliance on outside intermediaries who may not provide residents all the required information adequately.

### **18.11.020 Definitions**

- A. "Cultural and Linguistic Competency" means a set of behaviors, attributes and policies enabling a municipal agency or its employees to function effectively and appropriately in diverse and cross-cultural interactions and settings.
- B. "Cultural awareness" is an ongoing commitment to be respectful of other cultures as equally important and relevant to our vibrant community
- C. "Department" means all City of Spokane departments and divisions, and all city boards, commissions and committees established by the City Charter or by ordinance. Where an outside entity provides services on behalf of the City and for the direct benefit of City residents, the term "Department" includes the outside entity.
- D. "Language Access Program" or "LAP" means an implementation plan developed in accordance with this chapter to determine those language assistance services that are appropriate for the City of Spokane to address identified needs of the LEP populations served.
- E. "LEP" means "Limited English Proficiency" as defined in this section.
- F. "Limited English Proficiency" refers to the capability of an individual to speak English, and includes those who speak a language other than English or speak English less than 'very well' as classified by the U.S. Census.
- G. "Established Language" refers to a language spoken by individuals comprising 3.5% percent, or 700 residents, whichever is fewer, of the population of persons residing in the City of Spokane. Established Languages may also include other languages as recommended by the Office of Civil Rights, Equity, and Inclusion and subsequently approved by the City Council by resolution.

- H. “Public Communication Materials” means digital, audio and/or hard-copy materials generated by the City of Spokane and that are intended for broad distribution to inform or educate people served by City of Spokane.
- I. “Target Audience” means the individuals to whom the translated document is intended. A target audience may be identified as “primary” (people to whom messages are targeted) or “secondary” (someone with a stake in a City program or project, including key community contacts).
- J. “Vital Documents” means materials that provide essential information for accessing basic city services and benefits or for which actual consequences could result if the information were not provided. Examples of vital documents include but are not limited to:
  - 1. Emergency messages and alerts;
  - 2. Spokane Municipal Code
  - 3. The Spokane City Charter
  - 4. Consent forms;
  - 5. Complaint forms;
  - 6. Spokane City Council Agendas and City Council Rules
  - 7. Business licensing or permitting forms;
  - 8. Applications for grant funds or other funding administered by the City;
  - 9. Notice of violation, infraction, or arrest, small claims documents, impound hearings, and similar documents otherwise directed to a party regarding civil or criminal proceedings;
  - 10. Notices of eligibility criteria, rights, denial, loss, or decreases in services,
  - 11. Descriptions of opportunities and applications to serve on volunteer boards, committees and workgroups;
  - 12. Notices of availability of free language assistance for City business;
  - 13. Formally adopted City administrative policies and procedures;
  - 14. Summary explanations of a Department’s services to the public; and
  - 15. The Spokane Comprehensive Plan

**18.11.030 Directive to Create Language Access Plan**

All Departments shall develop and implement a Language Access Program as provided in this chapter. Each LAP shall include elements to ensure Cultural and Linguistic Competency and Cultural Humility, and shall consist of both translation of written materials and interpretation of proceedings, as follows:

- A. Written Translation Elements. Each LAP shall include the following elements to provide for written translation of City of Spokane documents:



1. A process to review all Vital Documents and Public Communication Materials intended for broad distribution to inform or educate residents of the City of Spokane, to ensure that communications are culturally and linguistically appropriate to the Target Audience.
2. A process to identify Vital Documents suitable for written translation into the Established Languages and additional languages when requested.
3. A summary document, available in at least Established Languages, that provides overview information about the Department and its services. This document will be incorporated into printed materials and will be posted on departmental website home pages.
4. A process to timely translate Vital Documents and Public Communications Materials into Established Languages.
5. A process for incorporating alternative forms of language assistance rather than translation when the alternative would be more effective or practical, including, but not limited to, technical, real-time translation via software, machine learning, or artificial intelligence.
6. Implementing a training program for city employees, focusing on the proficient utilization of language access programs, software, and associated procedures, as well as developing initiatives aimed at enhancing cultural awareness among employees who regularly interact with the public.
7. A plan to develop and implement emergency communications consistent with section 18.11.040 of this chapter.

B. Interpretation Elements. Each LAP shall include the following elements to provide for interpretation of City of Spokane services and proceedings:

1. Procedures for notifying City residents of the availability of interpreter services for City of Spokane business and operations. Such information shall be prominently displayed using Established Languages in City Hall and in other City property serving the general public.
2. A process for providing timely interpretation services for LEP residents when interacting with City employees who have regular contact with the public.
3. A process for providing interpretation services that ensure meaningful civic participation in City council proceedings as well as proceedings of City boards, committees or commissions.

#### **18.11.040 Emergency Communications**

A. During a crisis, emergency, or public safety situation, all city departments shall make it a priority to offer language access services and, ensure interpretation

and translation services are present and available to assist LEP residents with critical language needs, including, but not limited to, Marshallese and American Sign Language or alternative accommodations.

- B. If a crisis, emergency, or public safety situation requires posting of warning signs, the department would translate those signs into the appropriate significant population or Established languages according to neighborhood demographics, as identified by the City's Language Access Program.

#### **18.11.050 Scope, Implementation and Milestones**

- A. Except where earlier timelines are specified in this section or unless expressly exempted by SMC 18.11.080, all City departments shall have a fully implemented Language Access Program in place no later than January 1, 2026.
  - 1. As soon as practical after the effective date of this ordinance, the City Council and Planning Department shall henceforth incorporate language access into any adopted departmental operating procedures.
  - 2. Commencing with the 2025 Annual Budget of the City, all affected departments shall include LAP planning as a line-item appropriation within any proposed departmental budget.
  - 3. Commencing with the 2026 Annual Budget of the City, all affected departments shall incorporate Language Access implementation as a line-item appropriation within any proposed departmental budget.
  - 4. Commencing January 1, 2026, all departmental operating procedures shall be compliant with this Chapter.
- B. Subject to allocated funding, the following milestones shall apply to specific operations and functions within the City of Spokane:
  - 1. As soon as practical after the effective date of this ordinance, the City Council shall have drafted and implemented a Language Access Plan that assumes (a) translation of council-generated Public Communication Materials, which may include council ordinances, resolutions, proclamations, salutations, and further which may also include standing committee and subcommittee meeting agendas and materials, all by March 30, 2024; and (b) translation and/or interpretation services for council legislative sessions, briefing sessions, and standing committee meetings, commencing March 30, 2024.
  - 2. As soon as practical after the effective date of this ordinance, the Division of Innovation and Technology shall have drafted and implemented a limited Language Access Plan that assumes translation of digital Public Communication Materials, including but not limited to the City's official

website and social media, all by March 30, 2024.

3. The timelines in sections A and B above may be adjusted as necessary to comply with the procurement requirements and procedures in SMC 07.06.

#### **18.11.060 Responsible Personnel / Language Access Coordinator**

- A. No later than June 1, 2024, the Office of Civil Rights, Equity and Inclusion shall designate a “Language Access Coordinator,” who shall have responsibility for city-wide oversight of the City’s Language Access Program. The Language Access Coordinator shall report to, and take direction from, the Director of the Office of Civil Rights, Equity and Inclusion.
- B. Commencing January 1, 2025, each affected Department shall maintain data relative to the use of the language access tools, and no later than April 1 of each year transmit said data to the all individual councilmembers, and the Office of Civil Rights, Equity and Inclusion, which shall include the data and usage analysis in the City’s Title VI reports, in its regular report to the City Council and the Spokane Human Rights Commission, and for other budgeting and administrative needs.
- C. Annually, the Office of Civil Rights, Equity and Inclusion shall update the list of primary and established languages based on the best available data, including the American Community Survey from the U.S. Census Bureau.
- D. The Office of Civil Rights, Equity and Inclusion shall be responsible for the following Language Access Program oversight duties:
  - a. Work with departments to finalize Language Access Plans and related procedures before they are transmitted to the Mayor for approval.
  - b. Provide technical assistance for language services to all departments, including training department staff.
  - c. Provide strategic guidance about working with LEP residents to departments, the City Council, and the Mayor’s Office.
  - d. Oversee, update, and maintain a web portal that includes a directory of qualified language service providers, sample interpretation service contracts, a repository of each department s’ translated documents, and a Language Access Toolkit.
  - e. Collect ongoing input from any and all community stakeholders including the Spokane Human Rights Commission to improve processes, increase efficiency, and reduce budgetary impacts.
  - f. Provide departments with model Language Access Plans.
  - g. Biannually present to City Council with updates, data relevant to the program, including geographical use, and recommendations relating to the Language

Access Program.

**18.11.070 Exemptions**

Nothing in this Chapter 18.11 shall require translation or interpretation of documents requested under RCW 42.56; *provided*, the means of making a public records request shall comply with any Language Access Plan prepared pursuant to 18.11.030.

- A. This Chapter 18.11 shall not apply to the office of the Mayor. Similarly, the offices of the City Engineer, City Clerk, and City Attorney, including their personnel and internal operations, shall be exempt from the provisions of this Chapter, except where their functions substantially intersect with public engagement activities or overlap with operations governed by this Chapter within affected City departments.
- B. Nothing in this Chapter 18.11 shall be deemed to require the translation or interpretation of documents deemed protected from disclosure under statutory or judicial privileges, or otherwise exempt from disclosure under RCW 42.56 or other state law, local ordinance or court rule.

**PASSED** by the City Council on September \_\_\_\_\_, 2023.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date



**Agenda Sheet for City Council Meeting of:**  
10/09/2023

|                       |            |
|-----------------------|------------|
| <b>Date Rec'd</b>     | 9/26/2023  |
| <b>Clerk's File #</b> | ORD C36448 |
| <b>Renews #</b>       |            |
| <b>Cross Ref #</b>    |            |
| <b>Project #</b>      |            |
| <b>Bid #</b>          |            |
| <b>Requisition #</b>  |            |

|                           |                                        |
|---------------------------|----------------------------------------|
| <b>Submitting Dept</b>    | PLANNING & ECONOMIC DEVELOPMENT        |
| <b>Contact Name/Phone</b> | SPENCER GARDNER X6500                  |
| <b>Contact E-Mail</b>     | SGARDNER@SPOKANECITY.ORG               |
| <b>Agenda Item Type</b>   | First Reading Ordinance                |
| <b>Agenda Item Name</b>   | 0650 - PAPER CUTS CODE AMENDMENTS 2023 |

**Agenda Wording**

Paper Cuts Code Amendments are revisions to the Unified Development Code (UDC) identified by staff that clarify or make minor changes.

**Summary (Background)**

Paper Cuts Code amendments for SMC 17C.110.225 Accessory Structures; SMC 17C.120.580 Plazas and Other Open Spaces; SMC 17C.230.145 Development Standards for Residential Uses; SMC 17C.240.250 Off-premises Signs; SMC 17C25.020 Dimensional Standards; and, SMC 17G.080.040 Short Subdivisions.

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

|         |    |   |
|---------|----|---|
| Neutral | \$ | # |
| Select  | \$ | # |
| Select  | \$ | # |
| Select  | \$ | # |

**Approvals**

|                          |                   |
|--------------------------|-------------------|
| <b>Dept Head</b>         | GARDNER, SPENCER  |
| <b>Division Director</b> | MACDONALD, STEVEN |
| <b>Finance</b>           | ORLOB, KIMBERLY   |
| <b>Legal</b>             | RICHMAN, JAMES    |
| <b>For the Mayor</b>     | JONES, GARRETT    |

**Council Notifications**

|                            |                            |
|----------------------------|----------------------------|
| <b>Study Session\Other</b> | PIES 9/25/23               |
| <b>Council Sponsor</b>     | CMs Stratton & Bingle      |
| <b>Distribution List</b>   |                            |
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**Additional Approvals**

|                   |  |
|-------------------|--|
| <b>Purchasing</b> |  |
|                   |  |
|                   |  |
|                   |  |

ORDINANCE NO C36448

An ORDINANCE relating to the paper cuts code amendments 2023 project amending Spokane Municipal Code (SMC) Section 17C.110.225 Accessory Structures; Section 17C.120.580 Plazas and Other Open Spaces; Section 17C.230.145 Development Standards for Residential Uses; Section 17C.240.250 Off-Premises Signs; Section 17C.250.020 Dimensional Standards; and Section 17G.080.040 Short Subdivisions.

WHEREAS, 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; and,

WHEREAS, the proposed text amendments do not significantly alter the outcome and purpose of the Unified Development Code and therefore remain consistent with the City of Spokane's Comprehensive Plan; and,

WHEREAS, the Unified Development Code includes community goals that bears a substantial relation to public health, safety, welfare, and protection of the environment. Propose amendments to clarify or correct errors in the Unified Development Code further implement those goals; and,

WHEREAS, the proposed actions are consistent with and supported by the Spokane Comprehensive Plan as outlined in the Plan Commission Findings of Fact, Conclusions, and Recommendations (Exhibit A); and,

WHEREAS, by virtue of the public process outlined in Exhibits A and B, interested agencies and the public have had opportunities to participate throughout the process and all persons wishing to comment on the amendment were given opportunity to be heard; and,

WHEREAS, the City has complied with RCW 36.70A.370 in the adoption of this Ordinance; and,

WHEREAS, on July 21, 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 September 20, 2023, notice of intent to adopt was issued through the City of Spokane Gazette Pursuant to SMC 17G.025.010; and,

WHEREAS, a SEPA Determination of Nonsignificance was issued by the director of Planning Services on August 30, 2023 for the amendment related to SMC Section 17C.250.020 Dimensional Standards. One comment was received; and,

WHEREAS, SEPA Categorical Exemption WAC 197-11-800(19) applies to SMC Sections 17C.110.225 Accessory Structures; 17C.120.580 Plazas and Other Open Spaces; 17C.230.145 Development Standards for Residential Uses; 17C.240.250 Off-Premises Signs; 17G.080.040 Short Subdivisions; and,

WHEREAS, prior to the Plan Commission public hearing a legal notice was published in the *Spokesman-Review* on August 30 and September 6, 2023; and,

WHEREAS, on September 13, 2023, the Plan Commission held a public hearing on the proposed amendments. No testimony was heard; and,

WHEREAS, on September 13, 2023, the Plan Commission voted to recommend the City Council adopt the proposed amendments (see Exhibit A); and,

WHEREAS, the City Council adopts the recitals set forth herein as its findings and conclusions in support of the adoption of this ordinance and further adopts the findings, conclusions, and

recommendations from the Planning Services Staff Report (Exhibit B) and the City of Spokane Plan Commission Findings of Fact, Conclusions, and Recommendations (Exhibit A) for the same purposes; and,

WHEREAS, the effective date of this Ordinance shall be the date on which it is approved by the Washington State Department of Ecology as provided in RCW 90.58.090;

NOW, THEREFORE, the City of Spokane Does ordain:

Section 1. That Section 17C.110.225 SMC is amended to read as follows

A. Purpose.

This section regulates structures that are incidental to primary buildings to prevent them from becoming the predominant element of the site. The standards provide for necessary access around structures, help maintain privacy to adjoining lots and maintain open front setbacks.

B. General Standards.

1. Accessory structures are allowed on a lot only in conjunction with a primary building, and may not exist on a lot prior to the construction of the primary structure, except as allowed by subsection (B)(2) of this section.
2. An accessory structure that becomes the only structure on a lot as the result of a land division may remain on the lot if the owner has submitted a financial guarantee to the City for the cost of demolition and removal of the structure. The financial guarantee will be used by the City if the owner has not removed the accessory structure if, within one year of final plat approval or boundary line adjustment (BLA), a primary structure has not been built and received final inspection. The financial guarantee must be accepted by the City prior to approval of the final plat or boundary line adjustment.
3. An accessory structure shall not contain a kitchen or space for living, sleeping, eating, or cooking unless it is approved as an accessory dwelling unit under [chapter 17C.300 SMC](#).

C. Setbacks.

1. Mechanical Structures.

Mechanical structures are items such as heat pumps, air conditioners, emergency generators, and water pumps.

a. Front Setback Standard.

Mechanical structures are not allowed in required front building setbacks.

b. Side and Rear Setback Standard.

Mechanical structures are allowed inside and rear building setbacks if the structure is no more than forty-eight inches high.

2. Vertical Structures.

Vertical structures are items such as flagpoles, trellises and other garden structures, radio antennas, satellite receiving dishes and lampposts. Fences are addressed in [SMC 17C.110.230](#). Sign standards are in [chapter 17C.240 SMC](#), Signs.

a. Setback Standard.

Vertical structures are allowed in required side and rear building setbacks if they are no larger than four feet in width, depth or diameter and no taller than seven feet. If they are larger or taller, they are not allowed in required building setbacks. Trellises and other gate features are allowed in front yard if they are no larger than four feet in width,



depth or diameter and no taller than seven feet and do not conflict with the clear view triangle provisions under [SMC 17C.110.230](#), Fences.

### 3. Uncovered Horizontal Structures.

Uncovered horizontal structures are items such as decks, stairways, entry bridges, wheelchair ramps, swimming pools, hot tubs, tennis courts, and boat docks that are not covered or enclosed.

#### a. Setback Standard.

##### i. Projection Allowed.

The following structures are allowed in required building setbacks, as follows:

- A. Structures that are no more than two and one-half feet above the ground are allowed in side and rear building setbacks. Handrails required by the IBC/IRC are not included in the maximum height.
- B. On lots that slope down from the street, vehicular or pedestrian entry bridges that are no more than two and one-half feet above the average sidewalk elevation are allowed in all building setbacks; and
- C. Stairways and wheelchair ramps that lead to one entrance on the street-facing facade of a building are allowed in street setbacks.

### 4. Covered Accessory Structures.

Covered accessory structures are items such as greenhouses, storage buildings (not used to cover motor vehicles), sheds, covered decks, covered porches, gazebos, and covered recreational structures.

#### a. Setback Standard.

##### i. Front Setback

Covered accessory structures are not allowed in the required front building setbacks.

##### ii. Side Setback

Covered detached accessory structures are not allowed in the required side building setback without a signed waiver from the neighboring property owner.

Covered attached accessory structures are not allowed in the required side building setback.

### 5. Detached Accessory Structures.

Detached accessory structures are garages, carports, and other structures utilized to cover motorized vehicles.

#### a. Setback Standard.

A detached accessory structure is not allowed in the front building setback. A detached accessory structure is not allowed in the required side building setback without a signed waiver from the neighboring property owner. A detached accessory structure that has an entrance, which faces a street, is required to be setback twenty feet from the property line or from the back of the sidewalk, as stated in [Table 17C.110-3](#).

- b. Detached accessory structures may be built to the rear property line, unless parking in front of the structure is proposed, then the structure is required to be built a minimum of eighteen feet from the edge of the alley tract, easement, or right-of-way.

6. Attached Accessory Structures.

Accessory structures are garages, carports or other structures utilized to cover motorized vehicles that are connected by a common wall to the primary structure.

- a. Setback Standard.

An attached accessory structure is not allowed in the front building setback. An attached accessory structure that has an entrance which faces a street is required to be setback twenty feet from the property line as stated in [Table 17C.110-3](#).

- b. Attached accessory structures may be built to within five feet of the rear property line, unless parking in front of the structure is proposed, then the structure is required to be built a minimum of eighteen feet from the edge of the alley tract, easement or right-of-way.

D. Building Coverage.

1. Except as provided in subsection (2) of this subsection (D), the combined building coverage of all detached accessory structures and covered accessory structures may not exceed fifteen percent of the total area of the site, and when combined with all other structures on-site shall not exceed the maximum building coverage of the base zone.
2. On lots smaller than five thousand five hundred square feet with an accessory dwelling unit, combined building coverage of all detached accessory structures and covered accessory structures may not exceed twenty percent of the total area of the site, and when combined with all other structures on-site shall not exceed the maximum building coverage of the base zone.

E. Building Height.

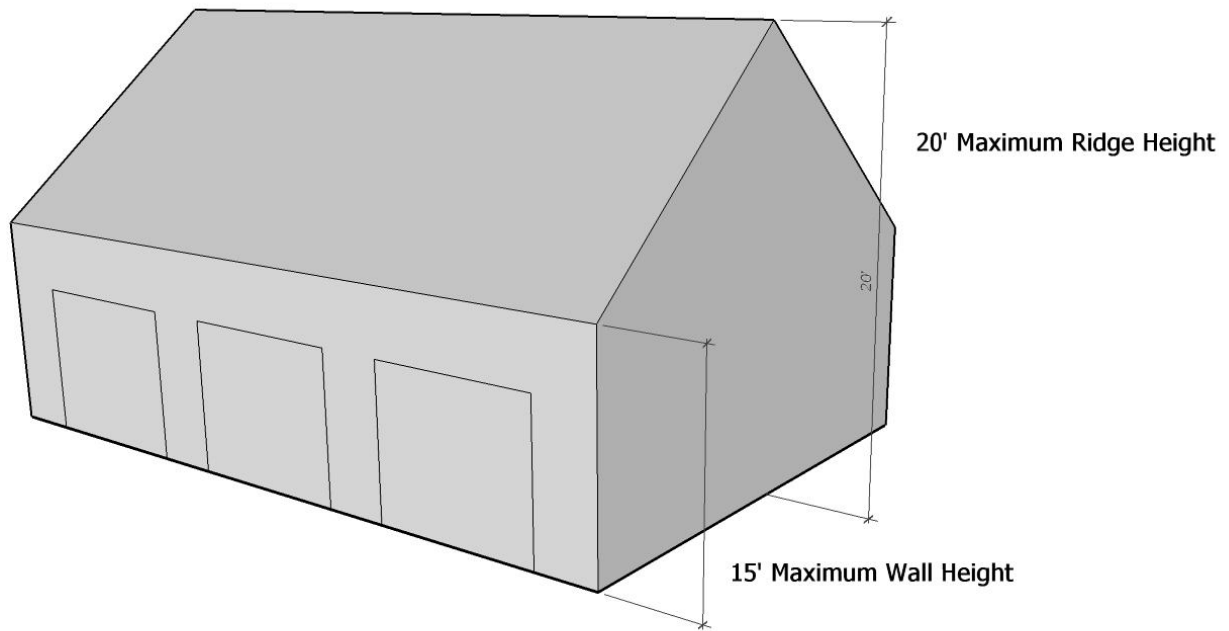
The building height of detached accessory structures and covered accessory structures is listed in [Table 17C.110-3](#). Accessory structures, which contain an ADU over a garage, are subject to the height limitations in [chapter 17C.300 SMC](#), Accessory Dwelling Units.

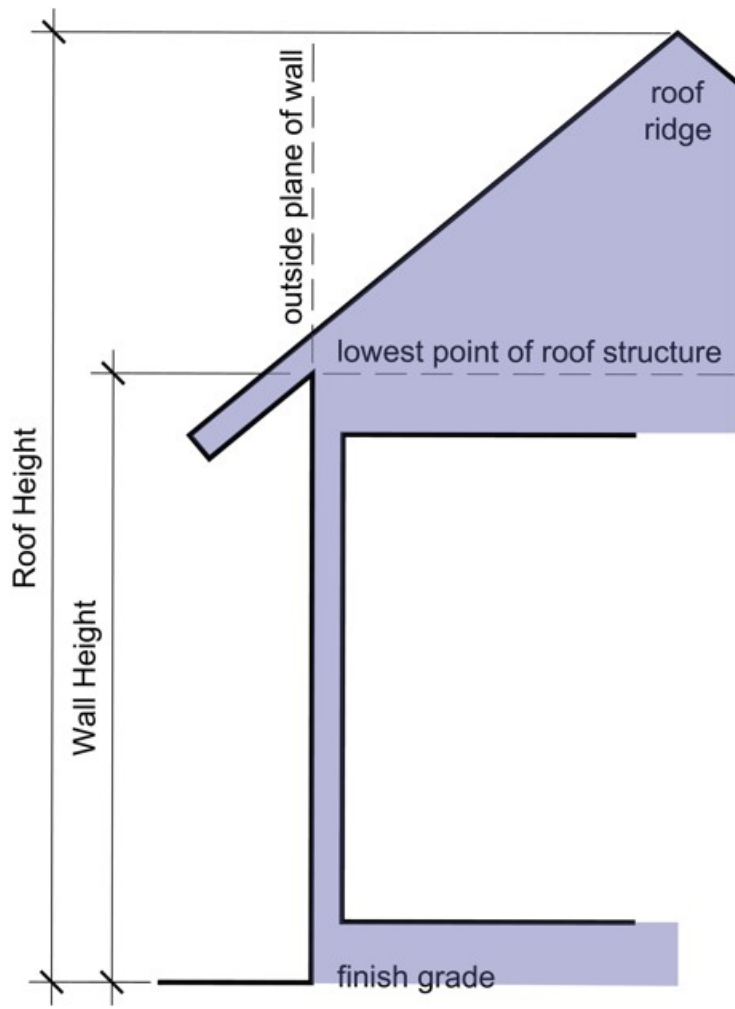
| <b>TABLE 17C.110.225-1</b>                                                                                       |        |
|------------------------------------------------------------------------------------------------------------------|--------|
| <b>MAXIMUM HEIGHT – DETACHED ACCESSORY BUILDING [1]</b>                                                          |        |
| Maximum Wall Height [2]                                                                                          | 15 ft. |
| Maximum Roof Height [3]                                                                                          | 20 ft. |
| [1] Cannot include living area, nor any storage areas with a ceiling height of six-feet eight-inches or greater. |        |
| [2] The height of the lowest point of the roof structure intersects with the outside plane of the wall.          |        |

[3] The height of the ridge of the roof.

See "Example A" below.

**Example A**





Section 2. That Section 17C.120.580 SMC is amended to read as follows

A. Purpose.

To provide a pedestrian-friendly environment by creating a variety of usable and interesting open spaces within private development.

B. Plazas and Other Open Spaces Implementation.

1. New (~~or renovated~~) buildings over forty thousand square feet shall have plazas, courtyards or other pedestrian spaces at or near their main entrances. (R)
2. Plazas and other open spaces shall be a minimum of one square foot of plaza per one hundred square feet of building area. This area may count toward the interior landscaping required. (P)
3. Plazas, courtyards and other pedestrian space shall include at least three of the following: (P)
  - a. Special interest landscape.
  - b. Pedestrian scale bollard or other accent lighting.
  - c. Special paving, such as colored/stained concrete, brick or other unit paver.
  - d. Artwork.
  - e. Seating, such as benches, tables, or low seating walls.
  - f. Water feature.



Tables and seating at entrance to buildings creates pedestrian-friendly atmosphere



Plaza located at main entrance



Special interest landscape  
enhances plaza/courtyard area

Section 3. That Section 17E.060.690 SMC is amended to read as follows

A. Purpose

The size and placement of vehicle parking areas are regulated in order to enhance the appearance of neighborhoods.



B. Structures These Regulations Apply To

The regulations of this section apply to residential uses in the RA, RSF, RTF, RMF, RHD, FBC CA4 zones. The regulations apply to required and excess parking areas. Parking for mobile home parks is regulated in [chapter 17C.345 SMC](#), Manufactured Homes and Manufactured Home Parks.

C. Parking Area Locations

1. ~~((Required Parking.))~~

~~((Required p))~~ Parking spaces are not allowed within the first twenty feet from a front lot line or within side street lot line setback.

~~((2. Non-required Parking.))~~

~~((Non-required parking spaces for personal passenger vehicles may be located in the first twenty feet from a front lot line or the side lot line setback in a driveway. The vehicle cannot overhang or block the sidewalk.))~~

~~((3.))~~ 2 Utility trailers, motorized recreation vehicles and non-motorized accessory recreational vehicles cannot be stored in the first twenty feet from the front lot line nor the side street line.

~~((4.))~~ 3 Driveway Width



- a. In the RA and RSF zones, no more than forty percent of the land area between the front lot line and the front building line may be paved or used for vehicle areas. In addition, on corner lots, no more than twenty percent of the land area between the side street lot line and the side street building line may be paved or used for vehicle areas. As an exception to the area limitations in this subparagraph, a lot is allowed at least a nine-foot wide vehicle area.
- b. In the RTF, RMF, RHD, FBC CA4 zones, no more than twenty percent of the land area between the front lot line and the front building line may be paved or used for vehicle areas. In addition, on corner lots no more than twenty percent of the land area between the side street lot line and the side street building line may be paved or used for vehicle areas. As an exception to the area limitations in this paragraph, a lot is allowed at least a nine-foot wide vehicle area.
- c. Exception.

Driveway coverage in the residential zones may exceed the size limitations of (4)(a) and (4)(b) above when the subject property is located on a principal arterial and the increase in site coverage is due to inadequate maneuvering area for the safe exit of vehicles from the site. The exception to driveway coverage is reviewed by the engineering services department as a portion of the driveway access permit.

~~((5.))~~ 4. Parking in Garages.

Parking in garages is subject to the garage setback standards of the base zone, overlay zone or plan district.

D. Parking Space Sizes

A parking space must be at least nine feet by eighteen feet. The minimum driveway width on private property is nine feet.



## E. Paving

### 1. Generally.

All driveways and parking areas must be covered in an all weather surface.

### 2. Exceptions.

- a. Gravel surfaces may be approved by engineering services when the abutting street is not paved, and the applicant executes a covenant agreeing to pave the area if the street is paved in the future.
- b. Utility trailers, motorized recreational vehicles and non-motorized accessory recreational vehicles may be stored on unpaved surfaces. A gravel surface is not required.

Section 4. That Section 17C.240.250 SMC is amended to read as follows

- A. No new off-premises signs may be constructed, on any site.
- B. Off-premises signs now in existence in any zone, meeting the requirements of [17C.240.280](#), are considered nonconforming uses and may remain, subject to the following restrictions:
  - 1. A nonconforming off-premises sign may not be increased in size or elevation, relocated to another site or to a new location on the same site or expanded, enlarged, or extended in any way, including, but not limited to, the addition of advertising faces or the addition of rotating faces with movable panels designed to create additional advertising, except as provided for in the public works exception below.
  - 2. Public Works Exception.  
A legal, non-conforming off-premises sign (~~(that is allowed to remain in conformance with this section)~~) shall be allowed to be relocated if necessitated for the accomplishment of a governmental public works project. The relocation of an off-premises sign under this exception must occur within six (6) months of removal or its legal, non-conforming status shall be discontinued pursuant to [SMC 17C.240.280](#). ~~((This-))~~ Relocation of these off-premises signs for public works projects shall be subject to the limitations in subsections (a) through (f) below:
    - a. No increase in square footage of off-premises sign copy shall be permitted. These signs shall be replaced at the same size they existed at immediately prior to relocation.
    - b. No additional sign faces shall be added.
    - c. No increase in height of the existing off-premises sign shall be permitted except where needed to provide for minimum height clearance (from the ground to the bottom of the off-premises signs) to comply with roadway safety.
    - d. The off-premises sign shall be relocated along the same roadway it was removed from in the geographical vicinity and shall comply with the Scenic Vistas Act of 1971 (chapter 47.42 RCW and chapter 468-66 WAC) if located along a state highway. For purposes of this provision, the term "roadway" shall apply to both directions of a couplet.
    - e. The off-premise sign shall not be relocated to a site with a Residential, Neighborhood Retail, or Center and Corridor zoning designation including CA zones, or located within an historic district, regardless of the zoning or district of the original sign location.
    - f. The relocation of the off-premises sign shall be subject to all current City of Spokane rules, regulations, and procedures relating to the regulation and control of signs, excepting size, height, and off premise advertising limitations.
  - 3. A nonconforming off-premises sign may not be structurally altered. Structural alterations mean alterations to, including replacement of, either the off-premises sign face, or the supporting structure. Normal maintenance and repair including painting, cleaning, or replacing damaged parts of the off-premises sign, shall not be considered a structural alteration.
  - 4. Any nonconforming off-premises sign which deteriorates, is damaged or destroyed by fire, explosion, wind, act of nature, failure to maintain or other accidental means may be restored if the cost thereof does not exceed fifty percent of its replacement cost. Off-

premises signs damaged in an amount in excess of fifty percent of replacement cost shall be removed.

5. All nonconforming off-premises signs shall be kept in good repair and maintained in a neat, clean, attractive and safe condition. Any work required to repair or maintain an off-premises sign shall be completed promptly so long as the off-premises sign is not structurally altered, and so long as the cost of such repair and/or maintenance does not exceed fifty percent of the cost of replacing the off-premise sign.

Section 5. That Section 17C.250.020 SMC is amended to read as follows

A. Applicability

The standards of this section apply to buildings and structures over seventy feet tall.

~~((The dimensional standards in [SMC 17C.250.020](#) do not apply to medical centers and other buildings within six hundred feet of medical centers ([SMC 17C.190.450](#));))~~

The dimensional standards of this section do not apply to the follow:

1. Medical Centers as defined in [SMC 17C.190.450](#);
2. Buildings within six hundred feet of Medical Centers; and
3. Essential Public Facilities as defined in [SMC 17C.190.530](#).

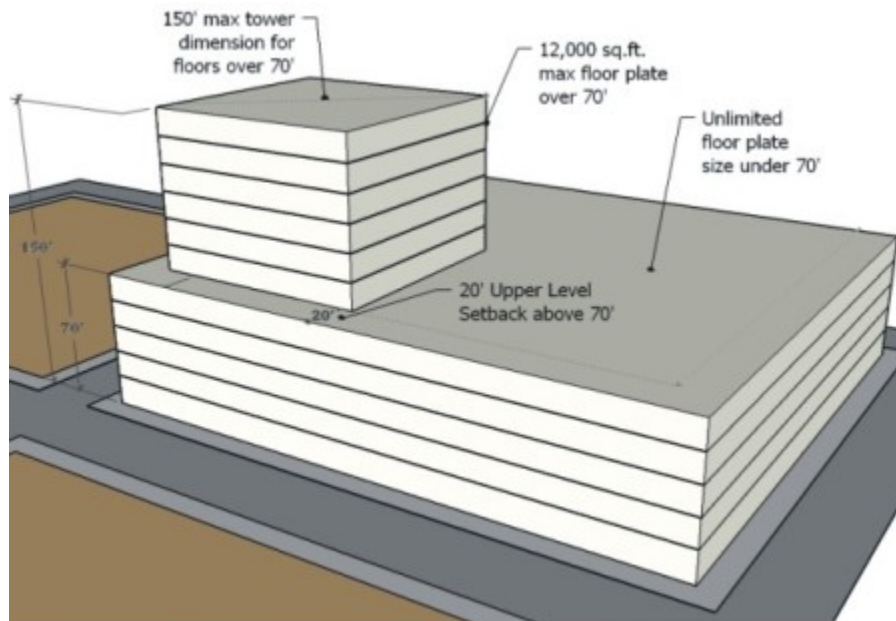
~~((The following standards apply to buildings and structures over seventy feet tall.))~~

~~((A-))~~ B. Upper Story Setback.

All floors above seventy feet shall be setback from all street lot lines a minimum of twenty feet.

~~((B-))~~ C. Maximum Floor Area per Floor.

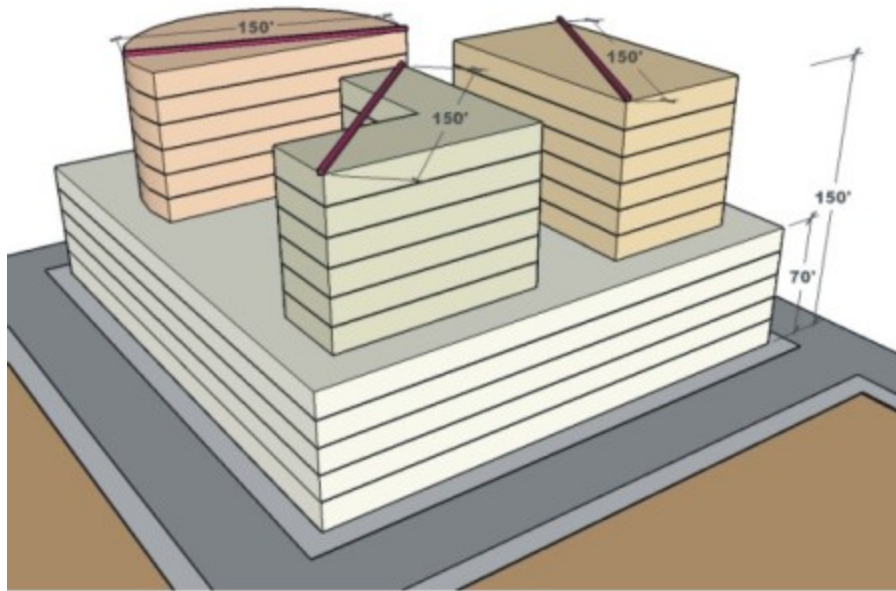
All floors above seventy feet shall have a maximum floor area of twelve thousand square feet.



Dimensional Standards for buildings over 70' tall.

~~((C-))~~ D. Maximum Tower Dimension.

All floors above seventy feet shall have a maximum floor dimension of one hundred fifty feet.



Maximum tower dimension for buildings over 70' tall.

Section 6. That Section 17G.080.040 SMC is amended to read as follows

A. Predevelopment Meeting

A predevelopment meeting is required if the proposal is located in the central business district, unless waived by the director, and is recommended for all other proposals prior to submittal of the application. The purpose of a predevelopment meeting is to acquaint the applicant with the applicable provisions of this chapter, minimum submission requirements and other plans or regulations, which may impact the proposal.

B. Preliminary Short Plat Application and Map Requirements

1. Applications for approval of a preliminary short subdivision shall be filed with the director. All applications shall be submitted on forms provided for such purpose by the department. The director may waive specific submittal requirements determined to be unnecessary for review of the application. The application shall include the following:
  - a. The general application.
  - b. The supplemental application.
  - c. The environmental checklist, if required under [chapter 17E.050 SMC](#).
  - d. Title report no older than thirty days from issuance from the title company.
  - e. The filing fees as required under [chapter 8.02 SMC](#).
  - f. The required number of documents, plans or maps drawn to a minimum scale of one inch equals one hundred feet, on a sheet twenty-four by thirty-six inches, as set forth in the application checklist.
  - g. A written narrative identifying consistency with the applicable policies, regulations and criteria for approval of the permit requested; and
  - h. Additional application information which may be requested by the permitting department and may include, but is not limited to, the following: geotechnical studies, hydrologic studies, critical area studies, noise studies, air quality studies, visual analysis and transportation impact studies.
  - i. One copy of the predevelopment conference notes (if applicable); and
  - j. One copy of the notification district map.

2. Contents of Preliminary Short Plat Map

The preliminary short plat shall be prepared by a land surveyor and shall show the following:

- a. Plat name and the name of any subdivision to be replatted.
- b. The name, mailing address and phone number of the owner and the person with whom official contact should be made regarding the application.
- c. Surveyor's name, mailing address and phone number.
- d. Legal description.

- e. Section, township and range
- f. Vicinity map.
- g. North arrow, scale and date.
- h. Datum plane.
- i. Acreage.
- j. Number of lots and proposed density.
- k. Zoning designation.
- l. The boundary lines of the proposed subdivision.
- m. City limits and section lines.
- n. Park or open space (if proposed).
- o. Existing topography at two-foot maximum interval.
- p. The boundaries and approximate dimensions of all blocks and lots, together with the numbers proposed to be assigned each lot and block, and the dimensions, square footage and acreage of all proposed lots and tracts.
- q. Proposed names of streets.
- r. The location and widths of streets, alleys, rights-of-way, easements (both public and private), turn around and emergency access, parks and open spaces.
- s. Conditions of adjacent property, platted or unplatted, and if platted, giving the name of the subdivision. If the proposed short plat is the subdivision of a portion of an existing plat, the approximate lines of the existing plat are to be shown along with any and all recorded covenants and easement
- t. The names and address of the record owners and taxpayers of each parcel adjoining the subdivision.
- u. Indicate any street grades in excess of eight percent.
- v. The location and, where ascertainable, sizes of all permanent buildings, wells, wellhead protection areas, sewage disposal systems, water courses, bodies of water, flood zones, culverts, bridges, structures, overhead and underground utilities, railroad lines, and other features existing upon, over or under the land proposed to be subdivided, and identifying any which are to be retained or removed.
- w. Proposed one-foot strips for right-of-way conveyed to the City, in cases where a proposed public street or alley abuts unplatted land.
- x. If a body of water forms the boundary of the plat, the ordinary high water mark as defined in chapter 90.58 RCW.
- y. Critical areas as defined in chapters [17E.020](#), [17E.030](#), [17E.070](#) and [17G.030 SMC](#).

- z. Significant historic, cultural or archaeological resources; and
- aa. If the proposal is located in an irrigation district, the irrigation district name.

#### C. Review of Preliminary Short Plat

1. The application shall be reviewed in accordance with the procedures set forth in [chapter 17G.060 SMC](#) for a Type II application, except an application that meets the requirements for minor engineering review as provided in subsection (2) of this section shall be excluded from the public notice requirements contained in [SMC 17G.060.110](#) through [17G.060.120](#) and public comment period under [SMC 17G.060.130](#).
2. Minor Engineering Review.

A preliminary short plat application may qualify for a minor engineering review if it meets all of the following conditions:

- a. The application is categorically exempt from chapter 43.21C RCW (SEPA);
- b. There is direct water and sewer main lot frontage on an existing and improved public right-of-way;
- c. No extensions of public water, sewer, or other utility services will be needed;
- d. No public easements for water, sewer, or other utility service exists on the lot;
- e. The lot is not situated in a Special Drainage District as defined in [SMC 17D.060.130](#); and
- f. Public utility mains do not exist on the lot.

#### D. Public Notice

All public notice of the application shall be given in accordance with the procedures set forth in [chapter 17G.060 SMC](#) for a Type II application, except a short plat that meets the requirements for minor engineering review as provided in subsection (C)(2) of this section shall not require a notice of application.

#### E. Preliminary Short Plat Approval Criteria

Prior to approval of a short plat application, the director shall find the application to be in the public use and interest, conform to applicable land use controls and the comprehensive plan of the City, and the approval criteria set forth in [chapter 17G.060 SMC](#). The director has the authority to approve or disapprove a proposed preliminary short plat under the provisions of this chapter, subject to appeal as provided in [chapters 17F.050](#) and [17G.060 SMC](#).

#### F. Final Short Plat Review Procedure

1. The subdivider shall submit to the director for review the following:
  - a. A final short plat, prepared by a registered land surveyor licensed in the state of Washington, consistent with the approved preliminary short plat.



- b. A title report less than thirty days old confirming that the title of the lands as described and shown on said plat is in the name of the owners signing the certificate or instrument of dedication.
    - c. Covenants, conditions and restrictions, if applicable; and
    - d. Fees pursuant to [chapter 8.02 SMC](#).
  2. Within thirty days, unless the applicant has consented to a longer period of time, of receipt of a proposed final short plat, the director shall review the plat for conformance with all conditions of the preliminary short plat approval, the requirements of this chapter and that arrangements have been made to insure the construction of required improvements. If all such conditions are met, the director shall approve the final short plat and authorize the recording of the plat. If all conditions are not met, the director shall provide the applicant in writing a statement of the necessary changes to bring the final short plat into conformance with the conditions.
    - a. If the final short plat is required to be resubmitted, the subdivider is required to provide the following:
      - b. A cover letter addressing the corrections, additions or modifications required.
      - c. Title report no older than thirty days from issuance of a title company conforming that the title of the lands as described and shown on said plat is in the name of the owners signing the certificate or instrument of dedication; and
      - d. The required number of copies of the corrected final short plat map.
  3. If the final short plat is approved, the surveyor causes the plat to be signed by the Spokane county treasurer and file of record with the Spokane county auditor. The surveyor is required to file the appropriate number of mylar and bond copies of the recorded short plat with the director.

#### G. Final Short Plat Map Requirements

The subdivider shall submit to the director a final short plat in the same form and with the same content as the preliminary short plat, as provided in subsections (B)(1) and (2) of this section, with the following exceptions or additional requirements:

1. A final short plat shall contain all the information required of the preliminary plat, except the following:
  - a. Show existing buildings.
  - b. Show existing utility lines and underground structures.
  - c. Show the topographical elevations; or
  - d. Contain the names and addresses of adjoining landowners.
2. The final short plat shall include the following:
  - a. Surveyor's certificate, stamp, date and signature, as follows:

The following land surveyor's certificate to be shown on each sheet of the plat: "I, \_\_\_\_\_ registered land surveyor, hereby certify the plat of \_\_\_\_\_, as shown hereon, is based upon actual field survey of the land described and that all angles, distances, and courses are correctly shown and that all non fronting lot corners are set as shown on the plat. Monuments and fronting lot corners shall be set upon completion of the utility and street improvements.

Signed \_\_\_\_\_(Seal)"

b. A certification by the city treasurer, as applicable:

- i. "I hereby certify that the land described by this plat, as of the date of this certification, is not subject to any local improvement assessments. Examined and approved, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

City of Spokane Treasurer"

- ii. "I hereby certify that the land described by this plat, as of the date of this certificate, is not subject to any delinquent local improvement assessment. Future installments, if any, shall remain due and payable and it shall be the responsibility of the owners to initiate the segregation of the LID assessment. Examined and approved, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

City of Spokane Treasurer"

- iii. "A preliminary local improvement assessment exists against this property. It shall be the responsibility of the owner's to initiate the segregation of the LID assessment. After this assessment is finalized, it shall be due and payable. Examined and approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

City of Spokane Treasurer"

c. The certification by the planning director, as follows:

"This plat has been reviewed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ and is found to be in full compliance with all the conditions of approval stipulated in the Hearing Examiner's/Planning Director's approval of the preliminary plat # - -PP/SP.

\_\_\_\_\_

City of Spokane Planning Director"

d. The certification by the city engineer, as follows:

"Approved as to compliance with the survey data, the design of public works and provisions made for constructing the improvements and permanent control monuments this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

City of Spokane Engineer”

- e. The certification by the Spokane county treasurer, as follows:

“I hereby certify that the land described in this plat, as of the date of this certification, is not subject to any outstanding fees or assessments. Examined and approved \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Spokane County Treasurer”

- f. The certification by the Spokane county auditor on each page of the final short plat including the time, date, book and page number of the recording of the final mylar.

- g. Signature of every owner certifying that:

- i. the plat is made with the free consent and in accordance with the desires of the owners of the land;
- ii. the owners are the owners of the property and the only parties having interest in the land and is not encumbered by any delinquent taxes or assessments;
- iii. the owners adopt the plan of lots, blocks and streets shown;
- iv. owner dedicates to the City and the City’s permittees the easements shown for utilities and cable television purposes;
- v. owner dedicates to the City the streets, alleys and other public places, including slope and construction easements and waives all claims for damages against any governmental authority including, without limitation, the City which may be occasioned to the adjacent land by the establishment, construction, drainage and maintenance of any public way so dedicated; and
- vi. owner conveys to the City as general City property the buffer strips adjoining unplatted property.

- h. The drawing shall:

- i. be a legibly drawn, printed or reproduced permanent map;
- ii. if more than one sheet is required, each sheet shall show sheet numbers for the total sheets;
- iii. have margins that comply with the standards of the Spokane county auditor;
- iv. show in dashed lines the existing plat being replatted, if applicable;
- v. show monuments in accordance with [SMC 17G.080.020\(H\)\(1\)](#);
- vi. include any other information required by the conditions of approval; and
- vii. include any special statements of approval required from governmental agencies, including those pertaining to flood hazard areas, shorelines, critical areas and connections to adjacent state highways.

H. Filing.

Once the final plat has been reviewed, approved and signed by the applicable departments, the applicant shall file the final short plat with the county auditor within ten days of approval. No permits shall be issued for a proposed lot until the required conformed copies of the short plat have been submitted to the planning services department.

I. Redivision.

No land within the boundaries of a short subdivision may be further divided in any manner which will create additional lots within a period of five years except by subdivision in accordance with [SMC 17G.080.050](#)

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Effective Date: \_\_\_\_\_

\* Date of State Approval



# STAFF REPORT

PLANNING AND ECONOMIC DEVELOPMENT SERVICES DEPARTMENT

|                        |                                                                                                          |                                                                                                                |
|------------------------|----------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|
| <b>To:</b>             | City Plan Commission                                                                                     |                                                                                                                |
| <b>Subject:</b>        | Paper Cuts Code Amendments                                                                               |                                                                                                                |
| <b>Staff Contact:</b>  | Tyler Kimbrell<br>Planner II<br><a href="mailto:tkimbrell@spokanecity.org">tkimbrell@spokanecity.org</a> | Spencer Gardner<br>Planning Director<br><a href="mailto:sgardner@spokanecity.org">sgardner@spokanecity.org</a> |
| <b>Report Date:</b>    | August 30, 2023                                                                                          |                                                                                                                |
| <b>Hearing Date:</b>   | September 13, 2023                                                                                       |                                                                                                                |
| <b>Recommendation:</b> | Approval                                                                                                 |                                                                                                                |

## I. SUMMARY

Paper Cuts Code amendments for SMC 17C.110.225 Accessory Structures; SMC 17C.120.580 Plazas and Other Open Spaces; SMC 17C.230.145 Development Standards for Residential Uses; SMC 17C.240.250 Off-premises Signs; SMC 17C.25.020 Dimensional Standards; and, SMC 17G.080.040 Short Subdivisions. See **Exhibit A** for the proposed text amendments.

## II. BACKGROUND

Paper Cuts Code Amendments are revisions to the Unified Development Code (UDC) identified by staff that clarify or make minor changes. These changes are intended to be minor in nature to improve the enforcement of development regulations that improve the quality of life for Spokane residents and improve processing of applications for the development community. Corrections and clarification of code will permit the Development Services Center to communicate development regulations more clearly to applicants.

## 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

|                                                                         |                 |
|-------------------------------------------------------------------------|-----------------|
| Plan Commission workshop                                                | July 26, 2023   |
| SEPA Determination of Non-significance for Dimensional Standards issued | August 30, 2023 |
| Plan Commission Public Hearing                                          | Sept 13, 2023   |

## 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 issued on August 30, 2023 for the amendments related to dimensional standards.

## COMMENTS RECEIVED

- No comments were received as of September 5, 2023. All comments received between September 6, 2023 and September 13, 2023 will be forwarded to the Plan Commission prior to their public hearing.

## IV. ANALYSIS

### PROPOSAL DESCRIPTION

Code amendments:

- SMC 17C.110.225 Accessory Structures
  - Amending SMC 17C.110.225(4)(a) clarifying that the covered detached accessory structures are not allowed in the required front building setbacks and are only allowed in the side setback with a signed waiver for the neighboring property owner.
- SMC 17C.120.580 Plazas and Other Open Spaces
  - Amending SMC 17C.120.580(B)(1) removing the requirement for renovated buildings over forty thousand square feet to have an open space or plaza near the main entrances.
- SMC 17C.230.145 Development Standards for Residential Uses
  - Amending SMC 17C.230.145(C)(1) & SMC 17C.230.145(C)(2) to clarify that no parking is allowed within the first twenty feet of the front lot line or within the side street lot line setbacks.
- SMC 17C.240.250 Off-premises Signs
  - Amending SMC 17C.240.250(B)(2) to align the public works exception with the SMC 17C.240.280 by clarifying that a legal non-conforming off-premise sign loses its legal status after 6 months of inactivity.
- SMC 17C.250.020 Dimensional Standards
  - Amending SMC 17C.250.020(A) to add Essential Public Facilities as defined in SMC 17C.190.530 to the exception list for the dimensional standards.
- SMC 17G.080.040 Short Subdivisions
  - Amending SMC 17G.080.040(B)(2)(e) to correct a spelling error.

## 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 the complete list. 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).

### 17G.025.010(G) Approval criteria

**1. The proposed amendment is consistent with the applicable provisions of the comprehensive plan.**

**Staff Analysis:** The proposed amendments do not alter the outcomes of the Unified Development Code (UDC) and therefore remains consistent with the various comprehensive plan goals of managing land use in an efficient manner. Furthermore, clarifying or correcting errors in the UDC helps further goals of transparency in government.

**2. The proposed amendment bears a substantial relation to public health, safety, welfare, and protection of the environment.**

**Staff Analysis:** The purpose of development regulations in the UDC is to provide a vehicle to implement the City's comprehensive plan, and by reference, the requirements of the Washington State Growth Management Act (GMA). The UDC includes community goals that bears a substantial relation to public health, safety, welfare, and protection of the environment and the proposed amendments to clarify or correct errors to the code language help further implement those goals.

## V. DISCUSSION

The proposed text amendments clarify and correct errors within the UDC ensuring that the implementation and enforcement of the development regulations are more straightforward for City staff. The amendments also provide clarity for applicants as to what is expected for land use and building applications.

## VI. 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.

## VII. 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 or denial of the requested code amendments to the Unified Development Code.

Staff **recommends approval** of the requested text amendments to SMC 17C.110.225 Accessory Structures; SMC 17C.120.580 Plazas and Other Open Spaces; SMC 17C.230.145 Development Standards for Residential Uses; SMC 17C.240.250 Off-premises Signs; SMC 17C.25.020 Dimensional Standards; and, SMC 17G.080.040 Short Subdivisions and recommends that the Plan Commission adopt the facts and findings of the staff report.

## VIII. LIST OF EXHIBITS

- A. Proposed text amendments
- B. SEPA Determination of Non-significance for Dimensional Standards



# EXHIBIT A

## Section 17C.110.225 Accessory Structures

### A. Purpose.

This section regulates structures that are incidental to primary buildings to prevent them from becoming the predominant element of the site. The standards provide for necessary access around structures, help maintain privacy to adjoining lots and maintain open front setbacks.

### B. General Standards.

1. Accessory structures are allowed on a lot only in conjunction with a primary building, and may not exist on a lot prior to the construction of the primary structure, except as allowed by subsection (B)(2) of this section.
2. An accessory structure that becomes the only structure on a lot as the result of a land division may remain on the lot if the owner has submitted a financial guarantee to the City for the cost of demolition and removal of the structure. The financial guarantee will be used by the City if the owner has not removed the accessory structure if, within one year of final plat approval or boundary line adjustment (BLA), a primary structure has not been built and received final inspection. The financial guarantee must be accepted by the City prior to approval of the final plat or boundary line adjustment.
3. An accessory structure shall not contain a kitchen or space for living, sleeping, eating, or cooking unless it is approved as an accessory dwelling unit under chapter 17C.300 SMC.

### C. Setbacks.

#### 1. Mechanical Structures.

Mechanical structures are items such as heat pumps, air conditioners, emergency generators, and water pumps.

##### a. Front Setback Standard.

Mechanical structures are not allowed in required front building setbacks.

##### b. Side and Rear Setback Standard.

Mechanical structures are allowed inside and rear building setbacks if the structure is no more than forty-eight inches high.

#### 2. Vertical Structures.

Vertical structures are items such as flagpoles, trellises and other garden structures, radio antennas, satellite receiving dishes and lampposts. Fences are addressed in SMC 17C.110.230. Sign standards are in chapter 17C.240 SMC, Signs.

##### a. Setback Standard.

Vertical structures are allowed in required side and rear building setbacks if they are no larger than four feet in width, depth or diameter and no taller than seven feet. If they are larger or taller, they are not allowed in required building setbacks. Trellises and other gate features are allowed in front yard if they are no larger than four feet in width, depth or diameter and no taller than seven feet and do not conflict with the clear view triangle provisions under SMC 17C.110.230, Fences.

3. Uncovered Horizontal Structures.

Uncovered horizontal structures are items such as decks, stairways, entry bridges, wheelchair ramps, swimming pools, hot tubs, tennis courts, and boat docks that are not covered or enclosed.

a. Setback Standard.

i. Projection Allowed.

The following structures are allowed in required building setbacks, as follows:

- A. Structures that are no more than two and one-half feet above the ground are allowed in side and rear building setbacks. Handrails required by the IBC/IRC are not included in the maximum height.
- B. On lots that slope down from the street, vehicular or pedestrian entry bridges that are no more than two and one-half feet above the average sidewalk elevation are allowed in all building setbacks; and
- C. Stairways and wheelchair ramps that lead to one entrance on the street-facing facade of a building are allowed in street setbacks.

4. Covered Accessory Structures.

Covered accessory structures are items such as greenhouses, storage buildings (not used to cover motor vehicles), sheds, covered decks, covered porches, gazebos, and covered recreational structures.

a. Setback Standard.

i. Front Setback.

Covered accessory structures are not allowed in the required front building setbacks.

ii. Side Setback.

Covered detached accessory structures are not allowed in the required side building setback without a signed waiver from the neighboring property owner.

Covered attached accessory structures are not allowed in the required side building setback.

5. Detached Accessory Structures.

Detached accessory structures are garages, carports, and other structures utilized to cover motorized vehicles.

a. Setback Standard.

A detached accessory structure is not allowed in the front building setback. A detached accessory structure is not allowed in the required side building setback without a signed waiver from the neighboring property owner. A detached accessory structure that has an entrance, which faces a street, is required to be setback twenty feet from the property line or from the back of the sidewalk, as stated in Table 17C.110-3.

b. Detached accessory structures may be built to the rear property line, unless parking in front of the structure is proposed, then the structure is required to be built a minimum of eighteen feet from the edge of the alley tract, easement, or right-of-way.

6. Attached Accessory Structures.

Accessory structures are garages, carports or other structures utilized to cover motorized vehicles that are connected by a common wall to the primary structure.

a. Setback Standard.

An attached accessory structure is not allowed in the front building setback. An attached accessory structure that has an entrance which faces a street is required to be setback twenty feet from the property line as stated in Table 17C.110-3.

b. Attached accessory structures may be built to within five feet of the rear property line, unless parking in front of the structure is proposed, then the structure is required to be built a minimum of eighteen feet from the edge of the alley tract, easement or right-of-way.

D. Building Coverage.

1. Except as provided in subsection (2) of this subsection (D), the combined building coverage of all detached accessory structures and covered accessory structures may not exceed fifteen percent of the total area of

the site, and when combined with all other structures on-site shall not exceed the maximum building coverage of the base zone.

2. On lots smaller than five thousand five hundred square feet with an accessory dwelling unit, combined building coverage of all detached accessory structures and covered accessory structures may not exceed twenty percent of the total area of the site, and when combined with all other structures on-site shall not exceed the maximum building coverage of the base zone.

E. Building Height.

The building height of detached accessory structures and covered accessory structures is listed in Table 17C.110-3. Accessory structures, which contain an ADU over a garage, are subject to the height limitations in chapter 17C.300 SMC, Accessory Dwelling Units.

[keep table 17C.110.225-1]

[keep image]

[keep image]

## Section 17C.120.580 Plazas and Other Open Spaces

### A. Purpose.

To provide a pedestrian-friendly environment by creating a variety of usable and interesting open spaces within private development.

### B. Plazas and Other Open Spaces Implementation.

1. New ~~or renovated~~ buildings over forty thousand square feet shall have plazas, courtyards or other pedestrian spaces at or near their main entrances. (R)
2. Plazas and other open spaces shall be a minimum of one square foot of plaza per one hundred square feet of building area. This area may count toward the interior landscaping required. (P)
3. Plazas, courtyards and other pedestrian space shall include at least three of the following: (P)
  - a. Special interest landscape.
  - b. Pedestrian scale bollard or other accent lighting.
  - c. Special paving, such as colored/stained concrete, brick or other unit paver.
  - d. Artwork.
  - e. Seating, such as benches, tables, or low seating walls.
  - f. Water feature.

[keep images]

## Section 17C.230.145 Development Standards for Residential Uses

### A. Purpose

The size and placement of vehicle parking areas are regulated in order to enhance the appearance of neighborhoods.

[keep image]

### B. Structures These Regulations Apply To

The regulations of this section apply to residential uses in the RA, RSF, RTF, RMF, RHD, FBC CA4 zones. The regulations apply to required and excess parking areas. Parking for mobile home parks is regulated in chapter 17C.345 SMC, Manufactured Homes and Manufactured Home Parks.

### C. Parking Area Locations

1. ~~Required Parking.~~ Required parking spaces are not allowed within the first twenty feet from a front lot line or within side street lot line setback.

2. ~~Non-required Parking.~~

~~Non-required parking spaces for personal passenger vehicles may be located in the first twenty feet from a front lot line or the side lot line setback in a driveway. The vehicle cannot overhang or block the sidewalk.~~

32. Utility trailers, motorized recreation vehicles and non-motorized accessory recreational vehicles cannot be stored in the first twenty feet from the front lot line nor the side street line.

43. Driveway Width

[keep image]

a. In the RA and RSF zones, no more than forty percent of the land area between the front lot line and the front building line may be paved or used for vehicle areas. In addition, on corner lots, no more than twenty percent of the land area between the side street lot line and the side street building line may be paved or used for vehicle areas. As an exception to the area limitations in this subparagraph, a lot is allowed at least a nine-foot wide vehicle area.

b. In the RTF, RMF, RHD, FBC CA4 zones, no more than twenty percent of the land area between the front lot line and the front building line may be paved or used for vehicle areas. In addition, on corner lots no more than twenty percent of the land area between the side street lot line and the side street building line may be

paved or used for vehicle areas. As an exception to the area limitations in this paragraph, a lot is allowed at least a nine-foot wide vehicle area.

c. Exception.

Driveway coverage in the residential zones may exceed the size limitations of (4)(a) and (4)(b) above when the subject property is located on a principal arterial and the increase in site coverage is due to inadequate maneuvering area for the safe exit of vehicles from the site. The exception to driveway coverage is reviewed by the engineering services department as a portion of the driveway access permit.

54. Parking in Garages.

Parking in garages is subject to the garage setback standards of the base zone, overlay zone or plan district.

D. Parking Space Sizes

A parking space must be at least nine feet by eighteen feet. The minimum driveway width on private property is nine feet.

E. Paving

1. Generally.

All driveways and parking areas must be covered in an all weather surface.

2. Exceptions.

a. Gravel surfaces may be approved by engineering services when the abutting street is not paved, and the applicant executes a covenant agreeing to pave the area if the street is paved in the future.

b. Utility trailers, motorized recreational vehicles and non-motorized accessory recreational vehicles may be stored on unpaved surfaces. A gravel surface is not required.



## Section 17C.240.250 Off-premises Signs

- A. No new off-premises signs may be constructed, on any site.
- B. Off-premises signs now in existence in any zone, meeting the requirements of 17C.240.280, are considered nonconforming uses and may remain, subject to the following restrictions:
  - 1. A nonconforming off-premises sign may not be increased in size or elevation, relocated to another site or to a new location on the same site or expanded, enlarged, or extended in any way, including, but not limited to, the addition of advertising faces or the addition of rotating faces with movable panels designed to create additional advertising, except as provided for in the public works exception below.
  - 2. Public Works Exception.

A legal, non-conforming off-premises sign ~~that is allowed to remain in conformance with this section~~ shall be allowed to be relocated if necessitated for the accomplishment of a governmental public works project. The relocation of an off-premises sign under this exception must occur within six (6) months of removal or its legal, non-conforming status shall be discontinued pursuant to SMC 17C.240.280. ~~This r~~Relocation of these off-premises signs for public works projects shall be subject to the limitations in subsections (a) through (f) below:

- a. No increase in square footage of off-premises sign copy shall be permitted. These signs shall be replaced at the same size they existed at immediately prior to relocation.
- b. No additional sign faces shall be added.
- c. No increase in height of the existing off-premises sign shall be permitted except where needed to provide for minimum height clearance (from the ground to the bottom of the off-premises signs) to comply with roadway safety.
- d. The off-premises sign shall be relocated along the same roadway it was removed from in the geographical vicinity and shall comply with the Scenic Vistas Act of 1971 (chapter 47.42 RCW and chapter 468-66 WAC) if located along a state highway. For purposes of this provision, the term "roadway" shall apply to both directions of a couplet.
- e. The off-premise sign shall not be relocated to a site with a Residential, Neighborhood Retail, or Center and Corridor zoning designation including CA zones, or located within an historic district, regardless of the zoning or district of the original sign location.

- f. The relocation of the off-premises sign shall be subject to all current City of Spokane rules, regulations, and procedures relating to the regulation and control of signs, excepting size, height, and off premise advertising limitations.
3. A nonconforming off-premises sign may not be structurally altered. Structural alterations mean alterations to, including replacement of, either the off-premises sign face, or the supporting structure. Normal maintenance and repair including painting, cleaning, or replacing damaged parts of the off-premises sign, shall not be considered a structural alteration.
4. Any nonconforming off-premises sign which deteriorates, is damaged or destroyed by fire, explosion, wind, act of nature, failure to maintain or other accidental means may be restored if the cost thereof does not exceed fifty percent of its replacement cost. Off-premises signs damaged in an amount in excess of fifty percent of replacement cost shall be removed.
5. All nonconforming off-premises signs shall be kept in good repair and maintained in a neat, clean, attractive and safe condition. Any work required to repair or maintain an off-premises sign shall be completed promptly so long as the off-premises sign is not structurally altered, and so long as the cost of such repair and/or maintenance does not exceed fifty percent of the cost of replacing the off-premise sign.

## Section 17C.250.020 Dimensional Standards

### A. Applicability.

The standards of this section apply to buildings and structures over seventy feet tall.

The dimensional standards ~~in SMC 17C.250.020~~of this section do not apply to the following:

1. ~~m~~Medical ~~e~~Centers as defined in SMC 17C.190.450;
2. ~~and other~~ buildings within six hundred feet of ~~medical~~Medical centers Centers(SMC 17C.190.450); and
3. Essential Public Facilities as defined in SMC 17C.190.530.

~~The following standards apply to buildings and structures over seventy feet tall.~~

### BA. Upper Story Setback.

All floors above seventy feet shall be setback from all street lot lines a minimum of twenty feet.

### CB. Maximum Floor Area per Floor.

All floors above seventy feet shall have a maximum floor area of twelve thousand square feet.

[keep image]

### DE. Maximum Tower Dimension.

All floors above seventy feet shall have a maximum floor dimension of one hundred fifty feet.

[keep image]

## Section 17G.080.040 Short Subdivisions

### A. Predevelopment Meeting

A predevelopment meeting is required if the proposal is located in the central business district, unless waived by the director, and is recommended for all other proposals prior to submittal of the application. The purpose of a predevelopment meeting is to acquaint the applicant with the applicable provisions of this chapter, minimum submission requirements and other plans or regulations, which may impact the proposal.

### B. Preliminary Short Plat Application and Map Requirements

1. Applications for approval of a preliminary short subdivision shall be filed with the director. All applications shall be submitted on forms provided for such purpose by the department. The director may waive specific submittal requirements determined to be unnecessary for review of the application. The application shall include the following:

- a. The general application.
- b. The supplemental application.
- c. The environmental checklist, if required under chapter 17E.050 SMC.
- d. Title report no older than thirty days from issuance from the title company.
- e. The filing fees as required under chapter 8.02 SMC.
- f. The required number of documents, plans or maps drawn to a minimum scale of one inch equals one hundred feet, on a sheet twenty-four by thirty-six inches, as set forth in the application checklist.
- g. A written narrative identifying consistency with the applicable policies, regulations and criteria for approval of the permit requested; and
- h. Additional application information which may be requested by the permitting department and may include, but is not limited to, the following: geotechnical studies, hydrologic studies, critical area studies, noise studies, air quality studies, visual analysis and transportation impact studies.
- i. One copy of the predevelopment conference notes (if applicable); and
- j. One copy of the notification district map.

2. Contents of Preliminary Short Plat Map

The preliminary short plat shall be prepared by a land surveyor and shall show the following:

- a. Plat name and the name of any subdivision to be replatted.
- b. The name, mailing address and phone number of the owner and the person with whom official contact should be made regarding the application.
- c. Surveyor's name, mailing address and phone number.
- d. Legal description.
- e. Section, township and range
- f. Vicinity map.
- g. North arrow, scale and date.
- h. Datum plane.
- i. Acreage.
- j. Number of lots and proposed density.
- k. Zoning designation.
- l. The boundary lines of the proposed subdivision.
- m. City limits and section lines.
- n. Park or open space (if proposed).
- o. Existing topography at two-foot maximum interval.
- p. The boundaries and approximate dimensions of all blocks and lots, together with the numbers proposed to be assigned each lot and block, and the dimensions, square footage and acreage of all proposed lots and tracts.
- q. Proposed names of streets.
- r. The location and widths of streets, alleys, rights-of-way, easements (both public and private), turn around and emergency access, parks and open spaces.
- s. Conditions of adjacent property, platted or unplatted, and if platted, giving the name of the subdivision. If the proposed short plat is the subdivision of a portion of an existing plat, the approximate lines of the existing plat are to be shown along with any and all recorded covenants and easement
- t. The names and address of the record owners and taxpayers of each parcel adjoining the subdivision.
- u. Indicate any street grades in excess of eight percent.

- v. The location and, where ascertainable, sizes of all permanent buildings, wells, wellhead protection areas, sewage disposal systems, water courses, bodies of water, flood zones, culverts, bridges, structures, overhead and underground utilities, railroad lines, and other features existing upon, over or under the land proposed to be subdivided, and identifying any which are to be retained or removed.
- w. Proposed one-foot strips for right-of-way conveyed to the City, in cases where a proposed public street or alley abuts unplatted land.
- x. If a body of water forms the boundary of the plat, the ordinary high water mark as defined in chapter 90.58 RCW.
- y. Critical areas as defined in chapters 17E.020, 17E.030, 17E.070 and 17G.030 SMC.
- z. Significant historic, cultural or archaeological resources; and
- aa. If the proposal is located in an irrigation district, the irrigation district name.

C. Review of Preliminary Short Plat

1. The application shall be reviewed in accordance with the procedures set forth in chapter 17G.060 SMC for a Type II application, except an application that meets the requirements for minor engineering review as provided in subsection (2) of this section shall be excluded from the public notice requirements contained in SMC 17G.060.110 through 17G.060.120 and public comment period under SMC 17G.060.130.

2. Minor Engineering Review.

A preliminary short plat application may qualify for a minor engineering review if it meets all of the following conditions:

- a. The application is categorically exempt from chapter 43.21C RCW (SEPA);
- b. There is direct water and sewer main lot frontage on an existing and improved public right-of-way;
- c. No extensions of public water, sewer, or other utility services will be needed;
- d. No public easements for water, sewer, or other utility service exists on the lot;
- e. The lot is not situated in a Special Drainage District as defined in SMC 17D.060.130; and
- f. Public utility mains do not exist on the lot.

D. Public Notice

All public notice of the application shall be given in accordance with the procedures set forth in chapter 17G.060 SMC for a Type II application, except a short plat that meets the requirements for minor engineering review as provided in subsection (C)(2) of this section shall not require a notice of application.

E. Preliminary Short Plat Approval Criteria

Prior to approval of a short plat application, the director shall find the application to be in the public use and interest, conform to applicable land use controls and the comprehensive plan of the City, and the approval criteria set forth in chapter 17G.060 SMC. The director has the authority to approve or disapprove a proposed preliminary short plat under the provisions of this chapter, subject to appeal as provided in chapters 17F.050 and 17G.060 SMC.

F. Final Short Plat Review Procedure

1. The subdivider shall submit to the director for review the following:
  - a. A final short plat, prepared by a registered land surveyor licensed in the state of Washington, consistent with the approved preliminary short plat.
  - b. A title report less than thirty days old confirming that the title of the lands as described and shown on said plat is in the name of the owners signing the certificate or instrument of dedication.
  - c. Covenants, conditions and restrictions, if applicable; and
  - d. Fees pursuant to chapter 8.02 SMC.
2. Within thirty days, unless the applicant has consented to a longer period of time, of receipt of a proposed final short plat, the director shall review the plat for conformance with all conditions of the preliminary short plat approval, the requirements of this chapter and that arrangements have been made to insure the construction of required improvements. If all such conditions are met, the director shall approve the final short plat and authorize the recording of the plat. If all conditions are not met, the director shall provide the applicant in writing a statement of the necessary changes to bring the final short plat into conformance with the conditions.
  - a. If the final short plat is required to be resubmitted, the subdivider is required to provide the following:
  - b. A cover letter addressing the corrections, additions or modifications required.
  - c. Title report no older than thirty days from issuance of a title company conforming that the title of the lands as described and

shown on said plat is in the name of the owners signing the certificate or instrument of dedication; and

- d. The required number of copies of the corrected final short plat map.
- 3. If the final short plat is approved, the surveyor causes the plat to be signed by the Spokane county treasurer and file of record with the Spokane county auditor. The surveyor is required to file the appropriate number of mylar and bond copies of the recorded short plat with the director.

G. Final Short Plat Map Requirements

The subdivider shall submit to the director a final short plat in the same form and with the same content as the preliminary short plat, as provided in subsections (B)(1) and (2) of this section, with the following exceptions or additional requirements:

- 1. A final short plat shall contain all the information required of the preliminary plat, except the following:
  - a. Show existing buildings.
  - b. Show existing utility lines and underground structures.
  - c. Show the topographical elevations; or
  - d. Contain the names and addresses of adjoining landowners.
- 2. The final short plat shall include the following:
  - a. Surveyor's certificate, stamp, date and signature, as follows:

The following land surveyor's certificate to be shown on each sheet of the plat: "I, \_\_\_\_\_ registered land surveyor, hereby certify the plat of \_\_\_\_\_, as shown hereon, is based upon actual field survey of the land described and that all angles, distances, and courses are correctly shown and that all non fronting lot corners are set as shown on the plat. Monuments and fronting lot corners shall be set upon completion of the utility and street improvements.

Signed \_\_\_\_\_ (Seal)"
  - b. A certification by the city treasurer, as applicable:
    - i. "I hereby certify that the land described by this plat, as of the date of this certification, is not subject to any local improvement assessments. Examined and approved, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_



City of Spokane Treasurer”

- ii. “I hereby certify that the land described by this plat, as of the date of this certificate, is not subject to any delinquent local improvement assessment. Future installments, if any, shall remain due and payable and it shall be the responsibility of the owners to initiate the segregation of the LID assessment. Examined and approved, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
City of Spokane Treasurer”

- iii. “A preliminary local improvement assessment exists against this property. It shall be the responsibility of the owner’s to initiate the segregation of the LID assessment. After this assessment is finalized, it shall be due and payable. Examined and approved this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
City of Spokane Treasurer”

- c. The certification by the planning director, as follows:

“This plat has been reviewed on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ and is found to be in full compliance with all the conditions of approval stipulated in the Hearing Examiner’s/Planning Director’s approval of the preliminary plat # - -PP/SP.

\_\_\_\_\_  
City of Spokane Planning Director”

- d. The certification by the city engineer, as follows:

“Approved as to compliance with the survey data, the design of public works and provisions made for constructing the improvements and permanent control monuments this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
City of Spokane Engineer”

- e. The certification by the Spokane county treasurer, as follows:

“I hereby certify that the land described in this plat, as of the date of this certification, is not subject to any outstanding fees or assessments. Examined and approved \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

Spokane County Treasurer”

- f. The certification by the Spokane county auditor on each page of the final short plat including the time, date, book and page number of the recording of the final mylar.
- g. Signature of every owner certifying that:
  - i. the plat is made with the free consent and in accordance with the desires of the owners of the land;
  - ii. the owners are the owners of the property and the only parties having interest in the land and is not encumbered by any delinquent taxes or assessments;
  - iii. the owners adopt the plan of lots, blocks and streets shown;
  - iv. owner dedicates to the City and the City’s permittees the easements shown for utilities and cable television purposes;
  - v. owner dedicates to the City the streets, alleys and other public places, including slope and construction easements and waives all claims for damages against any governmental authority including, without limitation, the City which may be occasioned to the adjacent land by the establishment, construction, drainage and maintenance of any public way so dedicated; and
  - vi. owner conveys to the City as general City property the buffer strips adjoining unplatted property.
- h. The drawing shall:
  - i. be a legibly drawn, printed or reproduced permanent map;
  - ii. if more than one sheet is required, each sheet shall show sheet numbers for the total sheets;
  - iii. have margins that comply with the standards of the Spokane county auditor;
  - iv. show in dashed lines the existing plat being replatted, if applicable;
  - v. show monuments in accordance with SMC 17G.080.020(H)(1);
  - vi. include any other information required by the conditions of approval; and
  - vii. include any special statements of approval required from governmental agencies, including those pertaining to flood

hazard areas, shorelines, critical areas and connections to adjacent state highways.

H. Filing.

Once the final plat has been reviewed, approved and signed by the applicable departments, the applicant shall file the final short plat with the county auditor within ten days of approval. No permits shall be issued for a proposed lot until the required conformed copies of the short plat have been submitted to the planning services department.

I. Redivision.

No land within the boundaries of a short subdivision may be further divided in any manner which will create additional lots within a period of five years except by subdivision in accordance with SMC 17G.080.050

# EXHIBIT B



**NONPROJECT DETERMINATION OF NONSIGNIFICANCE**

**FILE NO(s):** Dimensional Standards Amendment (non-project)

**PROPONENT:** City of Spokane

**DESCRIPTION OF PROPOSAL:** This proposal will amend the Spokane Municipal Code (SMC) Section 17C.250.020 to reorganize the section for improved clarity and to include an exemption for Essential Public Facilities as defined in SMC 17C.190.530.

**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 4:00 p.m. on September 13, 2023 if they are intended to alter the DNS.**

\*\*\*\*\*

**Responsible Official:** Spencer Gardner **Position/Title:** Director, Planning Services

**Address:** 808 W. Spokane Falls Blvd., Spokane, WA 99201 **Phone:** 509-625-6097

**Date Issued:** August 30, 2023 **Signature:** 

\*\*\*\*\*

**APPEAL OF THIS DETERMINATION**

After a determination has become final, appeal may be made to:

**Responsible Official:** City of Spokane Hearing Examiner

**Address:** 808 W. Spokane Falls Blvd., Spokane, WA 99201

**Email:** [hearingexaminer@spokanecity.org](mailto:hearingexaminer@spokanecity.org) **Phone:** 509-625-6010

**Deadline:** 21 days from the date of the signed DNS  
**12:00 p.m. on September 20, 2023**



The appeal must be on forms provided by the Responsible Official, and make specific factual objections. Appeals must be accompanied by the appeal fee. Contact the Responsible Official for assistance with the specifics of a SEPA appeal.



# SEPA City Nonproject DNS Dimensional Standards Amendment

Final Audit Report

2023-08-16

|                 |                                              |
|-----------------|----------------------------------------------|
| Created:        | 2023-08-16                                   |
| By:             | Tyler Kimbrell (tkimbrell@spokanecity.org)   |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAAZJOdZWxpMUsvPrXZ3o_hCQQJo1qSwKFz |

## "SEPA City Nonproject DNS Dimensional Standards Amendment" History

-  Document created by Tyler Kimbrell (tkimbrell@spokanecity.org)  
2023-08-16 - 6:11:57 PM GMT
-  Document emailed to Spencer Gardner (sgardner@spokanecity.org) for signature  
2023-08-16 - 6:12:18 PM GMT
-  Email viewed by Spencer Gardner (sgardner@spokanecity.org)  
2023-08-16 - 6:21:48 PM GMT
-  Document e-signed by Spencer Gardner (sgardner@spokanecity.org)  
Signature Date: 2023-08-16 - 6:21:58 PM GMT - Time Source: server
-  Agreement completed.  
2023-08-16 - 6:21:58 PM GMT

**CITY OF SPOKANE PLAN COMMISSION  
FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS  
REGARDING SUMMER 2023 PAPER CUTS CODE AMENDMENTS**

A recommendation of the City of Spokane Plan Commission to the City Council to approve amendments to the City's shoreline regulations to accommodate aquaculture. The proposal amends SMC Sections 17C.110.225 Accessory Structures; 17C.120.580 Plazas and Other Open Spaces; 17C.230.145 Development Standards for Residential Uses; 17C.240.250 Off-Premises Signs; 17C.250.020 Dimensional Standards; 17G.080.040 Short Subdivisions.

**FINDINGS OF FACT:**

- A. The City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act (GMA) as set forth in RCW 36.70A.
- B. The proposed text amendments do not significantly alter the outcome and purpose of the Unified Development Code and therefore remain consistent with the City of Spokane's Comprehensive Plan.
- C. The Unified Development Code includes community goals that bears a substantial relation to public health, safety, welfare, and protection of the environment. Propose amendments to clarify or correct errors in the Unified Development Code further implement those goals.
- D. Public notice and communication began in July 2023 and included the following:
  1. A Plan Commission workshop on July 26, 2023
  2. Notice of SEPA Determination of Nonsignificance for amendments related to Dimensional Standards on August 30, 2023.
  3. A Plan Commission Public Hearing on September 13, 2023.
- E. No public comment was received before the distribution of the Staff Report on September 6, 2023. All comments received between September 6, 2023 and September 13, 2023 at 4:00pm were circulated to the commissioners for their review.
- F. On July 26, 2023 the City of Spokane Plan Commission held a workshop to discuss draft language, and review and evaluate with city staff alternatives to proposed text changes.
- G. On July 21, 2023, the Washington State Department of Commerce and appropriate state agencies were give the required 60-day notice before adoption of proposed changes to the Unified Development Code pursuant to RCW 36.70A.106.
- H. A SEPA Determination of Nonsignificance was issued by the director of Planning Services on August 30, 2023 for the amendment related to SMC Section 17C.250.020. One comment was received.
- I. SEPA Categorical Exemption WAC 197-11-800(19) applies to SMC Sections 17C.110.225 Accessory Structures; 17C.120.580 Plazas and Other Open Spaces; 17C.230.145 Development Standards for Residential Uses; 17C.240.250 Off-Premises Signs; 17G.080.040 Short Subdivisions.



## Findings of Fact, Conclusion, and Recommendation

- J. A legal notice of public hearing was published in the *Spokesman-Review* on August 30, 2023 and September 6, 2023.
- K. The proposed text amendments were drafted and reviewed consistent with the requirements of RCW 36.70A.370 to assure protection of private property rights.
- L. Amendments to the Unified Development Code Title 17 are subject to the review and recommendation by the City of Spokane Plan Commission.
- M. The Plan Commission held a public hearing on September 13, 2023, to obtain public comments on the proposed amendments. No comments were received.
- N. The City of Spokane Plan commission adopts the findings and analysis set forth in the staff report prepared for the proposal.
- O. The City of 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 proposed Paper Cuts Summer 2023 Code Amendments:

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

### **RECOMMENDATION:**

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

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

1. Recommends to the Spokane City Council the **APPROVAL** of the proposed amendments to Section 17C.110.225 Accessory Structures.
2. Recommends to the Spokane City Council the **APPROVAL** of the proposed amendments to Section 17C.120.580 Plazas and Other Open Spaces.

Findings of Fact, Conclusion, and Recommendation

3. Recommends to the Spokane City Council the **APPROVAL** of the proposed amendments to Section 17C.230.145 Development Standards for Residential Uses.
4. Recommends to the Spokane City Council the **APPROVAL** of the proposed amendments to Section 17C.240.250 Off-premises Signs.
5. Recommends to the Spokane City Council the **APPROVAL** of the proposed amendments to Section 17C.250.020 Dimensional Standards.
6. Recommends to the Spokane City Council the **APPROVAL** of the proposed amendments to Section 17G.080.040 Short Subdivisions.
7. 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 \(Sep 14, 2023 18:49 PDT\)](#)

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**Greg Francis, President**  
**Spokane Plan Commission**

**Date:** Sep 14, 2023


# PC Findings and Conclusions Summer 2023 Paper Cuts


Final Audit Report


2023-09-15


|                 |                                              |
|-----------------|----------------------------------------------|
| Created:        | 2023-09-14                                   |
| By:             | Ryan Benzie (rbenzie@spokanecity.org)        |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAAwHE6pfDH_P79LDT9LjREtk2RoNeCcdkK |


## "PC Findings and Conclusions Summer 2023 Paper Cuts" History


 Document created by Ryan Benzie (rbenzie@spokanecity.org)  
2023-09-14 - 4:54:47 PM GMT

 Document emailed to gfrancis@spokanecity.org for signature  
2023-09-14 - 4:55:05 PM GMT

 Email viewed by gfrancis@spokanecity.org  
2023-09-15 - 1:48:32 AM GMT

 Signer gfrancis@spokanecity.org entered name at signing as Greg Francis  
2023-09-15 - 1:49:27 AM GMT

 Document e-signed by Greg Francis (gfrancis@spokanecity.org)  
Signature Date: 2023-09-15 - 1:49:29 AM GMT - Time Source: server

 Agreement completed.  
2023-09-15 - 1:49:29 AM GMT