CITY OF SPOKANE

REGARDING CITY COUNCIL MEETINGS

City Council's standing committee meetings, Agenda Review Sessions, and Legislative 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 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 August 18, 2025, meetings is below. All meetings will 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 August 18, 2025:

3:30 p.m. Agenda Review Session: 1-408-418-9388; access code: 248 314 58728; password: 0320

6:00 p.m. Legislative Session: 1-408-418-9388; access code: 248 651 87297; password: 0320

To participate in public comment (including Open Forum):

Testimony sign-up is open beginning at 5:00 p.m. on Friday, August 15, 2024, and ending at 6:00 p.m. on Monday, August 18, 2025, via the online testimony sign-up form link which can be accessed by clicking https://forms.gle/Vd7n381x3seaL1NW6 or in person outside council chambers beginning at 8:00 a.m. on August 18, 2025. You must sign up by 6:00 p.m. to be called on to testify. (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 not relate to the final, updated draft, or draft agendas, pending hearing items, or initiatives or referenda in a pending election. "Affairs of the city" shall include (i) matters within the legislative, fiscal or regulatory purview of the city, (ii) any ordinance, resolution or other official act adopted by the city council, (iii) any rule adopted by the city, (iv) the delivery of city services and operation of city departments, (v) any act of members of the city council, the mayor or members of the administration, or (vi) any other matter deemed by the council president to fall withing the affairs of the city, which determination may be overridden by majority vote of the council members present. Individuals speaking during the open forum shall address their comments to the council president and shall maintain decorum as laid out in Rule 2.15 (Participation by Members of the Public in Council Meetings).

THE CITY OF SPOKANE

DRAFT COUNCIL AGENDA

MEETING OF MONDAY, AUGUST 18, 2025

MISSION STATEMENT

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

MAYOR LISA BROWN
COUNCIL PRESIDENT BETSY WILKERSON

COUNCIL MEMBER JONATHAN BINGLE
COUNCIL MEMBER PAUL DILLON
COUNCIL MEMBER SHELBY LAMBDIN
COUNCIL MEMBER MICHAEL CATHCART
COUNCIL MEMBER KITTY KLITZKE
COUNCIL MEMBER ZACK ZAPPONE

CITY COUNCIL CHAMBERS
CITY HALL
808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201

City of Spokane Guest Wireless access for Council Chambers:

Username: **COS Guest**
Password: **K8vCr44y**

Please note the space in username.
Both username and password are case sensitive.

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

AGENDA REVIEW AND LEGISLATIVE SESSIONS

Council meetings consist of two parts: The Agenda Review Session (starting at 3:30 P.M.) and the Legislative Session (starting at 6:00 P.M.). The Agenda Review Session is open to the public, but participation is limited to Council Members and appropriate staff. The Legislative Session also is open to the public, and public comment is taken on legislative items (except those that are adjudicatory or solely administrative in nature). Following the conclusion of the Legislative portion of the meeting, an Open Forum is 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 AGENDA REVIEW 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

- **Public participation in Council meetings is governed by Council Rules 2.15 and 2.16. A complete copy of the council rules can be found here: City Council Rules.**
- **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 name and city of residence as a condition of recognition.**
- **Persons speaking at the podium shall verbally identify themselves by name, city of residency and, if appropriate, representative capacity.**
- **Speakers may be provided additional written or verbal instructions to ensure that verbal remarks are electronically recorded. Documents submitted for the record are identified and marked by the Clerk. (If you are submitting paper copies of 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.)**
- **To ensure that evidence and expressions of opinion are included in the record, and to ensure that decorum befitting a deliberative process is maintained, no modes of expression including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language, or personal insults are permitted. To prevent disruption of council meetings and visual obstruction of proceedings, members of the audience shall remain seated during council meetings.**
- **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, and shall confine their remarks to the matters that are specifically before the Council at that time or, if speaking during Open Forum, shall confine their remarks to affairs of the city.**
- **City staff may testify at Council meetings, including open forum, providing the testimony is in compliance with the City of Spokane Code of Ethics and the staff follow the steps outlined in the City Council Rules of Procedure.**

SPEAKING TIME LIMITS: **Each person addressing the Council is limited to two minutes of speaking time, except during hearings and items under final consideration by the Council, for which three minutes will be allowed. 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.**

CITY COUNCIL AGENDA: **The City Council agendas may be obtained prior to Council Meetings by accessing the City's website at https://my.spokanecity.org/citycouncil/documents/.**

AGENDA REVIEW 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

DRAFT AGENDAS REVIEW (Staff or Council Member briefings and discussion)

APPROVAL BY MOTION OF THE DRAFT AGENDA

CONSIDERATION OF ANY REQUESTS FOR DEFERRAL OF ITEMS ON THE FINAL AGENDA

EXECUTIVE SESSION

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

LEGISLATIVE SESSION

(Council Reconvenes in Council Chamber)

LAND ACKNOWLEDGEMENT

PLEDGE OF ALLEGIANCE

POETRY AT THE PODIUM, WORDS OF INSPIRATION, AND SPECIAL INTRODUCTIONS

ROLL CALL OF COUNCIL

PROCLAMATIONS AND SALUTATIONS

REPORTS FROM COMMUNITY ORGANIZATIONS

ANNOUNCEMENTS
(Announcements regarding Changes to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENTS	RECOMMENDATION	
Community, Housing, and Human Services Board: One Appointment – Maura Lammers	Confirm	CPR 2012-0033

CONSENT AGENDA

The consent agenda consists of purchases and contracts for supplies and services provided to the city, as well as other agreements that arise (such as settlement or union agreements), and weekly claims and payments of previously approved obligations and biweekly payroll claims against the city. Any agreement over $50,000 must be approved by the city council. Typically, the funding to pay for these agreements has already been approved by the city council through the annual budget ordinance, or through a separate special budget ordinance. If the contract requires a new allocation of funds, that fact usually will be indicated in the summary of the contract in the consent agenda.

Unless a council member requests that an item be considered separately, the council approves the consent agenda as a whole in a single vote. Note: The consent agenda is no longer read in full by the city clerk. The public is welcome to testify on matters listed in the consent agenda, but individual testimony is limited to three minutes for the entire consent agenda.

REPORTS, CONTRACTS AND CLAIMS	RECOMMENDATION	
1. Master Value Blanket with W.W. Grainger, Inc. (Spokane Valley, WA) to enable various departments to procure MRO and industrial supplies through December 31, 2029—$400,000 (incl. tax). (Council Sponsors: Council Members Cathcart and Dillon) Jason Nechanicky	Approve	OPR 2025-0544
2. Master Value Blanket with Fastenal (Spokane Valley, WA) for MRO supplies and vending services, including products put into vending through June 30, 2028—$650,000 annually. (Council Sponsors: Council Members Cathcart and Dillon) Jason Nechanicky	Approve	OPR 2025-0545
3. Purchase from Western States Equipment Company (Liberty Lake, WA) of a Caterpillar 305 Mini Excavator for the Water Department—$104,116.04. (Council Sponsors: Council Members Klitzke and Bingle) Adam Russell	Approve	OPR 2025-0546
4. Four-year Value Blanket Order with Cascade Engineering, Inc. (Grand Rapids, MI) for the as-needed purchase of automated solid waste carts—annual	Approve	OPR 2025-0547

	estimated expenditure $700,000 (incl. tax). (Council Sponsor: Council Member Klitzke) **Chris Averyt**		
5.	**Five Year Value Blanket Order with Neptune Technology Group (Tallassee, AL) for Neptune water meters, registers, and parts for the Water Department—not to exceed $3,000,000 annually (incl. tax) for the first year and not to exceed $3,250,000 annually (incl. tax) for the remaining four years. (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)** **Raylene Gennett**	**Approve**	**OPR 2025-0539** **ITB 6380-25**
6.	**Purchase from Core & Main (Spokane) of ductile iron pipe for the Water Department—$77,400 (plus tax). (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)** **Raylene Gennett**	**Approve**	**OPR 2025-0540** **RFQ 6420-25**
7.	**Contract Amendment with McMillen, Inc. (Boise, ID) for construction management and engineering support service for the Upriver Dam improvement project for additional closeout work—additional $7,608.92 (plus tax). (Council Sponsors: Council President Wilkerson and Council Members Bingle and Cathcart)** **Raylene Gennett**	**Approve**	**OPR 2023-0884**
8.	**Contract with Shamrock Paving, Inc. (Spokane) for on-call paving services on an as-needed basis—not to exceed $300,000 annually (plus tax). (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)** **Raylene Gennett**	**Approve**	**OPR 2025-0542** **ITB 6397-25**
9.	**Service Contract with Hungry Horse Engineering Inc. DBA H2E (Liberty Lake, WA) for Upriver Dam Engineering and Implementation of Supervisory Control and Data Acquisition Upgrade from July 28, 2025, through December 31, 2027—$635,200 (plus tax). (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)** **Raylene Gennett**	**Approve**	**OPR 2025-0543** **RFP 6344-25**
10.	**Contract with Friends of KSPS (Spokane) to provide PEG C.A.B.L.E Channel Distribution for Public Education Television from January 1, 2025, through December 31, 2025—$65,000 [Public Education and Governmental (PEG) fees]. (Council Sponsor: Council Member Dillon)** **Tim Ott**	**Approve**	**OPR 2025-0527**
11.	**Contract Renewal with ESO Solutions for the annual maintenance and support of the incident record management system from July 21, 2025, through**	**Approve**	**OPR 2017-0356** **RFP 13-15**

July 20, 2026—$97,294.68. (Council Sponsor: Council Member Dillon)
Anne Raven

12. No-cost Contract Amendment with Transport Equipment Company (Spokane Valley, WA) converting the contract to a Master Contract and assigning the contract to Bruckner Truck Sales, Inc. DBA Bruckner's Truck and Equipment (Amarillo, TX) for general repair and maintenance of Mack Equipment from February 1, 2025, through January 31, 2030. (Council Sponsors: Council Members Cathcart and Dillon) — Approve — OPR 2025-0134
Rick Giddings

13. No-cost Contract Amendment with Western States Equipment Company (Meridian, ID) converting the contract to a Master Contract for general repair and maintenance of Caterpillar Equipment from February 1, 2025, through January 31, 2030. (Council Sponsors: Council Members Cathcart and Dillon) — Approve — OPR 2025-0135
Rick Giddings

14. No-cost Contract Amendment with Pape' Machinery, Inc. (Spokane) converting the contract to a Master Contract for general repair and maintenance of medium and heavy-duty trucks and equipment from February 1, 2025, through January 31, 2030. (Council Sponsors: Council Members Cathcart and Dillon) — Approve — OPR 2025-0137
Rick Giddings

15. Contract with Systems & Software (Winooski, VT) for Annual Support and Maintenance of enQuesta, the City's Utility Billing Management System, from November 1, 2025, through October 31, 2026—$232,860.60 (plus tax). (Council Sponsors: Council Members Cathcart and Dillon) — Approve — OPR 2025-0551 RFP 4480-18
Peggy Lund

16. Reimbursement Agreement with The Native Project for public improvements related to the Native Project Children and Youth Services Project—up to $190,000 in West Quadrant TIF funds. (Use of funds for this purpose approved by Council via Resolution 2024-0077 adopted on August 12, 2024.) (Council Sponsors: Council Members Bingle, Zappone, and Klitzke) — Approve — OPR 2025-0529
Kevin Freibott

17. Multiple Family Housing Property Tax Exemption Conditional Agreements for the provision of limited property tax exemptions for the properties located at: — Approve All

    a. Kevin Finnerty the future construction of approximately 11 dwelling units at 6019 N. Lacey Street. Following construction, the — OPR 2025-0530

project intends to finalize under the 12-year exemption.

b. 819 S. Hatch, LLC for rehabilitation of 4 existing units and the future construction of approximately 94 dwelling units at 819 S. Hatch Street. Following construction, the project intends to finalize under the 12-year exemption. **OPR 2025-0531**

The Conditional Agreements will ultimately result in the issuances of final certificates of tax exemption to be filed with the Spokane County Assessor's Office post construction. (Council Sponsors: Council President Wilkerson and Council Member Bingle)

Amanda Beck

18. **Contract Amendment and Extension with Berk Consulting, Inc. (Seattle, WA) for climate impact and resiliency planning with Comprehensive Plan update services from August 1, 2025, through December 31, 2026—additional $256,629 (plus tax). (Council Sponsors: Council Members Dillon and Klitzke)** **Approve** **OPR 2024-0292 RFQU 6026-23**

Maren Murphy

19. **Contract Renewal with Forensic Logic, LLC. (Freemont, CA) for Crimetracer (formerly CopLink) subscription with licensing, maintenance, and support, for the Spokane Police Department from May 1, 2025, through April 30, 2026—$61,420 (plus tax). (Council Sponsors: Council President Wilkerson and Council Members Dillon and Zappone)** **Approve** **OPR 2024-0567**

Shawna Ernst

20. **Public Works Agreement with Greystone Construction Company (Shakopee, MN) to furnish and install a material storage building for the Streets Department from August 1, 2025, through November 30, 2025—$141,520 (plus tax). (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)** **Approve** **OPR 2025-0552**

Clint Harris

21. **Contract Renewal 1 of 2 with ALS Group USA Corp. (Houston, TX) for stormwater and wastewater sample testing from October 19, 2025, to October 18, 2026—not to exceed $77,568 (plus tax). (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)** **Approve** **OPR 2022-0711 IRFP 4372-17**

Jeff Donovan

22. **Acceptance of direct, non-grant funding from Washington State Department of Ecology to perform a study to determine how stormwater catch basins affect the mobility of 6PPDQ. [6PPDQ is a recently** **Approve** **OPR 2025-0553**

	discovered chemical that ranges from toxic to lethal for salmonid fish species (i.e. salmon and trout)]—$88,362.21 Revenue. (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke) **James "Trey" George**		
23.	**Change Order No. 1 to the Contract with Inland Asphalt Company (Spokane) for the Sprague/Alki/Broadway Grind & Overlay project relating to street and water main improvements—$1,500,000. (Council Sponsor: Council Member Klitzke)** **Dan Buller**	**Approve**	**OPR 2025-0436 ENG 2024063**
24.	**Low Bid of (to be determined at bid opening) (City, State) for 3rd Avenue Stevens to Division Grind and Overlay project—$____. An administrative reserve of $_____, which is 10% of the contract amount, will be set aside. (Riverside Neighborhood) (Council Sponsor: Council Member Klitzke)** **Dan Buller**	**Approve**	**OPR 2025-0554 EGN 2024067**
25.	**Contract with Road Products, LLC (Spokane Valley, WA) for 2025 Adaptive Design Traffic Calming Project 1—$212,000. An administrative reserve of $21,200, which is 10% of the contract amount, will be set aside. (Various Neighborhoods) (Council Sponsor: Council Member Klitzke)** **Dan Buller**	**Approve**	**OPR 2025-0584 ENG 2025045**
26.	**Contract with Road Products, LLC (Spokane Valley, WA) for 2025 Adaptive Design Traffic Calming Project 2—$276,975. An administrative reserve of $27,697.50, which is 10% of the contract, will be set aside. (Various Neighborhoods) (Council Sponsor: Council Member Klitzke)** **Dan Buller**	**Approve**	**OPR 2025-0585 ENG 2025045**
27.	**Report of the Mayor of pending:**	**Approve & Authorize Payments**	
	a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2025, total $_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total $_____.		**CPR 2025-0002**
	b. Payroll claims of previously approved obligations through _____, 2025: $_____.		**CPR 2025-0003**

28. Minutes: **Approve All**

a. **City Council Meeting Minutes: _____, 2025.** **CPR 2025-0013**

b. **City Council Standing Committee Meeting Minutes: _____, 2025.**

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

ORD C36739 **Amending Ordinance No. C36626, entitled in part, "An Ordinance adopting a Biennial Budget for the City of Spokane," and amending it to adjust pay ranges to align with salary analysis. (Quarter 3 – 2025) (Council Sponsors: Council President Wilkerson and Council Member Dillon)**
Debbie DeCorde

NO EMERGENCY ORDINANCES

RESOLUTIONS

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2025-0056 **Setting hearing before City Council for September 22, 2025, for the vacation of the east two hundred and fifty feet of the alley between Maxwell Avenue and Sinto Avenue, and between Elm Street and Oak Street, as requested by adjacent property owners. (Council Sponsors: Council President Wilkerson and Council Member Bingle)**
Eldon Brown

RES 2025-0057 **Setting hearing before City Council for September 22, 2025, for the vacation of the east two hundred and fifty feet of Cedar Street between Montgomery Avenue and Carlisle Avenue except the extended alley crossing Cedar Street, as requested by adjacent property owners. (Council Sponsors: Council President Wilkerson and Council Member Bingle)**
Eldon Brown

RES 2025-0059 **Regarding adoption of the City of Spokane's Public Rule for Wastewater and Water General Facilities Charges and Incentives. (Council Sponsors: Council President Wilkerson and Council Member Klitzke)**
Marlene Feist

RES 2025-0061 **Approving the appointment of Kevin Schmitt as the Director of Accounting for the City of Spokane. (Council Sponsors: Council President Wilkerson and Council Member Dillon)**
Matt Boston

RES 2025-0062 **Requesting the forgiveness of HOME funds in the El Estero project, totaling $608,750.00, allowing Catholic Charities of Eastern Washington to complete the necessary rehab on the existing units, afford long term debt and services on the units, and extend the affordability period for an additional 40 years on the units. (Council Sponsors: Council Members Zappone, Bingle, and Klitzke)**
Dawn Kinder

RES 2025-0064 **Setting forth the City Council's approval and endorsement of funding for contracts for CHHS arising from the HOME Investment Partnership program allocation, the HOME-ARP Tenant Based Rental Assistance allocation, the 1590 Sales and Uses Tax Revenue allocation, and the 1406 Sales and Uses Tax Revenue allocation. This resolution authorizes the execution of the applicable and appropriate contracts once formalized without further City Council action. (Council Sponsors: Council President Wilkerson and Council Member Bingle)**
Heather Page

RES 2025-0065
OPR 2025-0541 **Declaring Sound Water Services, Inc. (Chehalis, WA) a sole-source provider and authorizing the City to enter into a purchase order for bulk replacement chlorine gas components—$60,514.87 (plus tax). (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)**
Raylene Gennett

NO FINAL READING ORDINANCES

FIRST READING ORDINANCES

ORD C36723 **Titled "Public Dollars For Public Benefit," relating to City public works; enacting a new Article XI, Chapter 07.06.800 of the Spokane Municipal Code, and setting an effective date. (As amended during the July 28, 2025, 3:30 p.m. Agenda Review Session) (Deferred from the July 21, 2025, Agenda, during the July 21, 2025, 3:30 p.m. Agenda Review Session) (Council Sponsors: Council Members Dillon and Zappone)**
Council Member Dillon

ORD C36729 **Amending Ordinance C-35052 that vacated portions of Dakota Street in the City of Spokane. (Council Sponsors: Council President Wilkerson and Council Member Bingle)**
Eldon Brown

ORD C36730 **Amending Ordinance C-36730 that vacated portions of Boone Avenue, Desmet Avenue, and Dakota Street in the City of Spokane. (Council Sponsors: Council President Wilkerson and Council Member Bingle)**
Eldon Brown

ORD C36731 **Amending Ordinance C-27061 that vacated portions of Boone Ave, Astor St, and Sharp Ave in the City of Spokane. (Council Sponsors: Council President Wilkerson and Council Member Bingle)**
Eldon Brown

ORD C36732 **Renaming the "Housing Local Sales Fund" to the "Housing Equity and Attainable Residences Trust (HEART) Fund," matching the municipal code with state law, and making the HEART Fund affordable housing program permanent; adopting a new Section 08.07C.051; amending Sections 07.08.155, 08.07C.020, 08.07C.030; and repealing Sections 08.07C.050 and 08.07.060 of the Spokane Municipal Code. (Council Sponsors: Council Members Zappone and Dillon)**
Adam McDaniel

ORD C36733 **Establishing the Affordable Housing Permit Fee Deferral Program; adopting a new Chapter 08.21 of the Spokane Municipal Code. (Council Sponsors: Council Members Zappone and Dillon)**
Adam McDaniel

ORD C36734 **Relating to fees and charges amending Chapter 08.02 of the Spokane Municipal Code. Specifically amending Section 08.02.065 Streets and Airspace and other matters properly related thereto. (Council Sponsors: Council President Wilkerson and Council Members Zappone and Dillon)**
Luis Garcia

ORD C36737 **Code clean-up ordinance removing expired SMC Chapter 09.01 as a result of a sunset provision triggered upon the passage and implementation of I-1433 in 2016; repealing Chapter 09.01 of the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Member Dillon)**
Adam McDaniel

ORD C36740 **Titled "Safe and Welcome in Spokane", expanding protections against warrantless searches from immigration enforcement in designated non-public areas, amending sections 12.05.005, 12.05.060, and 12.05.070 of the Spokane Municipal Code. (Council Sponsors: Council Members Dillon and Klitzke)**
Council Member Dillon

ORD C36743 **Establishing the Emergency Communications Center to serve as the City of Spokane's primary public safety answering point; amending Section 03.01A.430 and 07.08.132; and repealing Chapters 03.12 and 06.10 of the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Members Dillon and Zappone)**
Maggie Yates

ORD C36744 **Related to roadway naming and addressing standards amending Spokane Municipal Code sections 17A.020.030, .040, .120, .160, and 17H.010.010, .090, .130; and creating a new section 17H.010.015. (Council Sponsors: Council Members Dillon and Bingle)**
Spencer Gardner

Council Member Dillon requests motion on behalf of City Administration to suspend Council Rules and consider the following amendment while maintaining First Reading on August 18, 2025, and Final Reading and Hearing on August 25, 2025:

Dillon Proposed Amendment:

- **Request motion to amend First Reading Ordinance C36744 with proposed updates filed July 31, 2025, and included in agenda packet under First Reading Ordinance C36744.**

ORD C36745 **Related to roadway naming and addressing standards, amending Spokane Municipal Code sections 17D.050A.040, .050, .100, and .160. (Council Sponsors: Council Members Dillon and Bingle)**
Spencer Gardner

Council Member Dillon requests motion on behalf of City Administration to suspend Council Rules and consider the following amendment while maintaining First Reading on August 18, 2025, and Final Reading and Hearing on August 25, 2025:

Dillon Proposed Amendment:

- **Request motion to amend First Reading Ordinance C36745 with proposed updates filed July 31, 2025, and included in agenda packet under First Reading Ordinance C36745.**

ORD C36748 **Amending Section 17G.070.030 of the Spokane Municipal Code relating to development standards for planned unit developments. (Council Sponsors: Council Members Bingle and Dillon)**
Spencer Gardner

ORD C36746 **Maximizing community partnership grant opportunities; amending Section 07.19.010 of the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Member Dillon)**
Adam McDaniel

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

NO HEARINGS

OPEN FORUM

At the conclusion of legislative business, the Council may recess briefly and then convene an open public comment period for up to twenty (20) speakers, unless a majority of council members vote otherwise. If more than twenty (20) people sign up for open forum, the individuals assigned to the twenty (20) spaces available will be chosen at random, with preference given to individuals who have not spoken at open forum during the calendar month. Each speaker is limited to no more than two (2) minutes. In order to participate in Open Forum, you must sign up beginning at 5:00 p.m. on the Friday immediately preceding the legislative session and ending at 6:00 p.m. on the date of the meeting via the virtual testimony form linked in the meeting packet (https://my.spokanecity.org/citycouncil/documents/) or in person outside council chambers beginning at 8:00 a.m. on the day of the legislative session. The virtual sign-up form can also be found here: 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.) Speakers must sign themselves in using a name. 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 other than items appearing on the final or draft agendas, pending hearing items, and 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.

ADJOURNMENT

The August 18, 2025, Regular Legislative Session of the City Council is adjourned to August 25, 2025.

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6373, 808 W. Spokane Falls Blvd., Spokane, WA, 99201; or ddecorde@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

NOTES

Agenda Sheet for City Council: **Committee: Date:** N/A **Committee Agenda type:**		**Date Rec'd**	7/22/2025
		Clerk's File #	CPR 2012-0033
		Cross Ref #	
Council Meeting Date: 08/18/2025		**Project #**	
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	ADAM 6779	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	Boards and Commissions		
Council Sponsor(s)			
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	0520 - APPOINTMENT OF MAURA LAMMERS TO THE CHHS BOARD		

Agenda Wording

Mayor Brown has appointed Maura Lammers to the Community, Housing, and Human Services for a term of August 18, 2025 to August 18, 2028.

Summary (Background)

The Community Housing and Human Services (CHHS) Board advises the City on preparing the required plans to conform with the requirements of the U.S. Department of Housing and Urban Development (HUD) and the Washington State Department of Commerce. The Board makes recommendations about funding priorities for housing programs and projects and social services utilizing federal, Washington State and City resources. The CHHS Board participates with the Spokane Continuum of Care in developing the goals and priorities for regional homeless plans. The Board also represents the diverse constituencies that make up Spokane's low- and moderate-income populations, to help guide Spokane's community, housing, and human services into the future.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

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Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	SCOTT, ALEXANDER		
Division Director			
Accounting Manager			
Legal			
For the Mayor	SCOTT, ALEXANDER		

Distribution List	
	amcdaniel@spokanecity.org

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 07/28/2025

Committee Agenda type: Consent

Council Meeting Date: 08/18/2025

Date Rec'd	7/11/2025		
Clerk's File #	OPR 2025-0544		
Cross Ref #			
Project #			
Submitting Dept	CONTRACTS & PURCHASING	**Bid #**	STATE CONTRACT
Contact Name/Phone	JASON 232-8841	**Requisition #**	VB
Contact E-Mail	JNECHANICKY@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	MCATHCART PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	5500-MASTER VALUE BLANKET WITH W.W. GRAINGER FOR MRO &		

Agenda Wording

Approval is being sought for $400,000 including tax, for Master Value Blanket, to be valid through December 31, 2029, to enable various departments to procure MRO & Industrial Supplies from W.W. Grainger, Inc (5706 E. Broadway Ave, Spokane Valley, WA 99212-0912) via Omnia Contract 192163.

Summary (Background)

The Initial Term of Omnia Contract 192163 expires December 31, 2027, and can be extended for two (2) additional one-year periods through December 31, 2029. Approval is being sought for the expiration of resulting Master Value Blanket align with those dates, including the two (2) one-year periods if exercised by Omnia, to enable Master Value Blanket to be valid through December 31, 2029, for a total amount of $400,000 including tax.

What impacts would the proposal have on historically excluded communities?

None

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

Data would not be collected

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

A review of purchases, by Departments through Dec 31, 2029, over the master value blanket period could be conducted to assist in determining future contracting requirements.

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?

MRO & Industrial Supplies are required by various departments to maintain infrastructures that they are responsible for.

Council Subcommittee Review

Not applicable

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 400,000.00 inc tax, through 12/31/29
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

Impact - The Master Value Blanket Order would enable various City Departments to obtain needed MRO & Industrial Supplies.

Amount		Budget Account
Expense	$ 400,000.00	# Various
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Program Revenue

Is this funding source sustainable for future years, months, etc?

Funding is available via affected departments budgets.

Expense Occurrence	Recurring

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

None

Approvals		Additional Approvals	
Dept Head	NECHANICKY, JASON	**PURCHASING**	NECHANICKY, JASON
Division Director	BOSTON, MATTHEW		
Accounting Manager	BUSTOS, KIM		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

STATE OF WASHINGTON

BUSINESS LICENSE

Profit Corporation

Issue Date: Jul 03, 2025
Unified Business ID #: 601453662
Business ID #: 001
Location: 0018
Expires: Feb 28, 2026

FASTENAL COMPANY
5220 E BROADWAY AVE
SPOKANE VALLEY WA 99212-0904

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE

CITY/COUNTY ENDORSEMENTS:
SPOKANE GENERAL BUSINESS - NON-RESIDENT #T12041462BUS - ACTIVE

LICENSING RESTRICTIONS:
Not licensed to hire minors without a Minor Work Permit.

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue

UBI: 601453662 001 0018

FASTENAL COMPANY
5220 E BROADWAY AVE
SPOKANE VALLEY WA 99212-0904

STATE OF WASHINGTON

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT #T12041462BUS - ACTIVE

Expires: Feb 28, 2026

IMPORTANT!

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

General Information

Post this Business License in a visible location at your place of business.

If you were issued a Business License previously, **destroy the old one and post this one in its place.**

Login to My DOR at dor.wa.gov if you need to make changes to your business name, location, mailing address, telephone number, or business ownership.

Telephone: 360-705-6741

Endorsements

All endorsements should be renewed by the expiration date that appears on the front of this license to avoid any late fees.

If there is no expiration date, the endorsements remain active as long as you continue required reporting. Tax Registration, Unemployment Insurance, and Industrial Insurance endorsements require you to submit periodic reports. Each agency will send you the necessary reporting forms and instructions.

For assistance or to request this document in an alternate format, visit http://business.wa.gov/BLS or call (360) 705-6741. Teletype (TTY) users may use the Washington Relay Service by calling 711.

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 07/28/2025

Committee Agenda type: Consent

Council Meeting Date: 08/18/2025

Date Rec'd	7/11/2025		
Clerk's File #	OPR 2025-0545		
Cross Ref #			
Project #			
Submitting Dept	CONTRACTS & PURCHASING	**Bid #**	OMNIA
Contact Name/Phone	JASON 232-8841	**Requisition #**	MASTER VB
Contact E-Mail	JNECHANICKY@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	MCATHCART PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	5500- MASTER VB WITH FASTENAL FOR MRO SUPPLIES & VENDING		

Agenda Wording

Purchasing & Contracts Department would like approval of a Master Value Blanket (VB) Order with Fastenal for MRO Supplies and Vending Services, including products put into vending accessing the Omnia Partners Contract #2018.000208. The Omnia Partners contract expires 6/30/2026 and can be extended through 6/30/28. Purchasing and Contracts would like the expiration of this Master Value Blanket to align with those dates, including the extensions through 6/30/28.

Summary (Background)

The City of Spokane put out an RFP in 2018 for the vending services and products going into vending and Fastenal was awarded that VB. We are nearing the expiration of that VB and would like to continue our relationship with Fastenal by accessing the Omnia Partners contract that Fastenal has been awarded.

What impacts would the proposal have on historically excluded communities?

none

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

Data would not be collected

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

A review of purchases, by Departments over the master value blanket period could be conducted to assist in determining future contracting requirements.

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?

MRO Supplies and Vending Services are required by various departments to maintain infrastructures that they are responsible for.

Council Subcommittee Review

Not applicable

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$**
Current Year Cost	**$** 650,000.00
Subsequent Year(s) Cost	**$** 650,000.00 annually for remaining years

Narrative

Funded in each department budget

Amount		**Budget Account**
Expense	**$** 650,000.00	**#** Various
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	Recurring
Funding Source Type	Program Revenue

Is this funding source sustainable for future years, months, etc?

Yes

Expense Occurrence	Recurring

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

Not Applicable

Approvals		**Additional Approvals**	
Dept Head	NECHANICKY, JASON	**PURCHASING**	NECHANICKY, JASON
Division Director	BOSTON, MATTHEW		
Accounting Manager	BUSTOS, KIM		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	

STATE OF WASHINGTON

BUSINESS LICENSE

Profit Corporation

Issue Date: Jul 03, 2025
Unified Business ID #: 601453662
Business ID #: 001
Location: 0018
Expires: Feb 28, 2026

FASTENAL COMPANY
5220 E BROADWAY AVE
SPOKANE VALLEY WA 99212-0904

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE

CITY/COUNTY ENDORSEMENTS:
SPOKANE GENERAL BUSINESS - NON-RESIDENT #T12041462BUS - ACTIVE

LICENSING RESTRICTIONS:
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Director, Department of Revenue

UBI: 601453662 001 0018

FASTENAL COMPANY
5220 E BROADWAY AVE
SPOKANE VALLEY WA 99212-0904

STATE OF WASHINGTON

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT #T12041462BUS - ACTIVE

Expires: Feb 28, 2026

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Telephone: 360-705-6741

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Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 07/28/2025

Committee Agenda type: Consent

Council Meeting Date: 08/18/2025

Date Rec'd	7/14/2025		
Clerk's File #	OPR 2025-0546		
Cross Ref #			
Project #			
Submitting Dept	FLEET SERVICES	**Bid #**	SOURCEWELL
Contact Name/Phone	ADAM RUSSELL 232-8843	**Requisition #**	RE# 20784
Contact E-Mail	ATRUSSELL@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	KKLITZKE JBINGLE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	5100- PURCHASE OF (1) CATERPILLAR 305 MINI EXCAVATOR FOR WATER		

Agenda Wording

Fleet Services would like to purchase (1) Caterpillar 305 Mini Excavator for the Water Department from Western States Equipment Company, Liberty Lake, WA for $104,116.04 including sales tax.

Summary (Background)

This unit will replace a larger, more costly to maintain unit that has reached the end of it's usable life. The primary purpose of this vehicle is excavating for repairs, replacements and maintenance of water mains, water services and water valves.

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?

Fleet Services gathers life cycle cost information for ongoing analytics

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 City CIP plan and Centralized Fleet Management Policy

Council Subcommittee Review

No subcommittee for this item

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 104,116.04
Current Year Cost	$ 104,116.04
Subsequent Year(s) Cost	$ 0

Narrative

Fleet Services is using a Sourcewell cooperative contract for this purchase, following all City competitive purchasing rules and requirements.

Amount		Budget Account
Expense	$ 104,116.04	# 4100-42490-94340-56401-11084
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Program Revenue

Is this funding source sustainable for future years, months, etc?

Yes

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	RUSSELL, ADAM T.	PURCHASING	PRINCE, THEA
Division Director	BOSTON, MATTHEW		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	SCOTT, ALEXANDER		

Distribution List

atrussell@spokanecity.org	rgiddings@spokanecity.org
tprince@spokanecity.org	kyoung@spokanecity.org

SALES AGREEMENT

AGREEMENT: Q000427006-2
AGREEMENT DATE: 7/14/2025
AGREEMENT EXPIRES: 8/10/2025
WAREHOUSE: Liberty Lake Machine Sales
CUSTOMER NO.: 8202482
CUSTOMER PO:
SALESMAN: Eric J Druffel

Liberty Lake
20150 E Cataldo Ave Liberty Lake, WA 99016
509.535.1744

Eric.Druffel@wseco.com

SOLD TO:
City Of Spokane - Fleet Services
Attn: Fleet Service & Equip/Utility
915 N Nelson St
Spokane, WA 99202-3769

SHIP TO:
Office
Attn: Fleet Service & Equip/Utility
915 N Nelson St
Spokane, WA 99202-3769

ITEM DESCRIPTION	PRICE
Caterpillar 305-07 S/N: TBD	$128,513.00
• Caterpillar 47GR-BKT305 S/N: TBD ID: E0162821	
• Delivery Freight	
• EMS Basic - 500 hrs - Parts Only	
• New Warranty - 24 mo 2,000 hrs - PREMIER	
Caterpillar CVP16 S/N: XH200615 YEAR: 2025 ID: E0161058	$5,949.15
Caterpillar CVP16 S/N: XH200612 YEAR: 2025 ID: E0161062	$5,949.15
List Price Discount	($25,702.60)
List Price Discount	($19,276.95)

Notes

Soucewell Contract #: 032119-CAT

Before Tax Balance	$95,431.75
Sales Tax	$8,684.29
Trade Payoff	$0.00
Downpayment	$0.00
Net Due	**$104,116.04**

Western States Equipment

Order Received by _____

Title Salesman Date _____

City Of Spokane - Fleet Services

Approved and Accepted by _____

Title _____ Date _____

Warranty Document Received (initial) _____

Trade Ins: *All trade-ins are subject to equipment being in as inspected condition by vendor at time of delivery of replacement machine purchase above. Purchaser hereby sells the trade in equipment described above to the vendor and warrants it to be free and clear of all claims, liens, and security interest except as shown above.*
Warranty: *By initialing above the customer acknowledges that they have received a copy of the Western States Co/Caterpillar Warranty and has read and understands said warranty. All used equipment is sold as is where is and no warranty is offered or implied except as specified above.*

EQUIPMENT DETAILS

6394462 INTEGRATED RADIO V2
0P2266 SHIPPING/STORAGE PROTECTION
6484898 DEALER PDI SERVICES - PLUS
4649911 BUCKET-HD, 24", 4.6 FT3, 5T
6609482 305 07A CR MHE DCA4C
0P0227 MINI HYD EXCAVATOR WORK TOOLS
0P0227
6129616 COMPACTOR PLATE, CVP
2030983 LINES, CVP16, MHE 5-
5695414 BRACKET, MHE 5T-6T 4
2822785 PINS, BUCKET, 45MM
4218926 SERIALIZED TECHNICAL MEDIA KIT
0P4299 PACKING, LAST MILE PROGRAM
5750492 THUMB,HYD + COUPLER,PG,HYD, 5T
0P9003 LANE 3 ORDER
6288009 PRODUCT LINK, CELLULAR PL243
3889664 BUCKET-GRADING, 47", 9.2FT3,5T
5695414 BRACKET, MHE 5T-6T 4
2822785 PINS, BUCKET, 45MM
0P0227
6129616 COMPACTOR PLATE, CVP
2030983 LINES, CVP16, MHE 5-

TERMS AND CONDITIONS

1. OFFER TO SELL, METHODS OF ACCEPTANCE AND AGREEMENT TERMS: This Sales Agreement ("SA") is an offer for the sale of the equipment, vehicles, accessories and attachments described on the invoice (referred to generally as "equipment" or "goods") by Western States Equipment Company, an Idaho business corporation or its affiliates ("WSECO") to Customer under the terms and conditions specified herein. This offer may be accepted by **(1)** the execution of this SA by a representative of Customer or **(2)** Customer's verbal or written authorizations or conduct consistent with prior course of dealing between the parties authorizing WSECO to take action to fulfill this SA, or **(3)** the commencement of the manufacture or shipment of the goods specified in this SA, whichever of the foregoing first occurs.

Acceptance of this SA is limited to the express terms stated herein. Any proposal in Customer's acceptance for additional or different terms or any attempt by Customer to vary in any degree any of the terms is objected to and hereby rejected, but such proposals shall not operate as a rejection of this offer, unless such variances are in the terms of the description, quantity, price, delivery schedule, or payment schedule of the goods, but shall be deemed a material alteration of this SA and this SA shall be deemed agreed to by WSECO without said additional or different terms. Once accepted, this SA shall constitute the entire agreement between WSECO and Customer. WSECO is not bound by any representation or agreements, express, or implied, oral or otherwise, which are not stated within this SA or contained in a separate writing supplementing this SA and signed by authorized agents of both WSECO and Customer. This SA will supersede all previous communications, agreements, and contracts with respect to the subject matter hereof and no understanding, agreement, term, condition, or trade custom at variance with this SA will be binding on WSECO. No waiver or modification of the terms and conditions hereof will be effective unless in writing and signed by both Customer and WSECO.

2. PAYMENT TERMS: Customer agrees to pay the sales price for the equipment, less any net trade-in allowance, in accordance with the payment terms as all stated on the invoice. The sales price is offered F.O.B. at WSECO's designated facility as stated on the invoice and Customer is responsible for all shipping charges as provided in this SA. Customer is also responsible for paying all applicable sales, use or any other applicable taxes levied or assessed on the equipment by any federal, state or local governmental authority, unless Customer provides WSECO an appropriate exemption certificate as stated on the invoice. In the event that Customer fails to pay any applicable tax or other charge as agreed herein or fails to provide a valid exemption certificate, Customer agrees to indemnify and hold WSECO harmless from any liability and expense by reason of Customer's failure to pay said taxes or assessments, including, but not limited to, WSECO's reasonable attorney's fees and costs and other necessary legal expenses resulting from such failure.

3. GRANT OF SECURITY INTEREST, AUTHORIZATION TO FILE STATEMENT AND PROTECTION OF COLLATERAL: Until the Customer pays the total sales price and additional charges as provided in this SA, Customer hereby grants WSECO a security interest in and to the equipment and all additions, replacements, substitutions, and proceeds of the same ("Collateral") to secure payment of the sales price and any and all other amounts owed or owing by Customer to WSECO under this SA or otherwise. Customer authorizes WSECO to file financing statement(s) evidencing this security agreement and the collateral subject thereto and to take all steps necessary to perfect WSECO's interest in the equipment.

Customer agrees to execute any documents required by WSECO to evidence and perfect such security interest. Customer hereby appoints WSECO as its irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect or to continue the security interest granted in this SA. Customer will reimburse WSECO for all expenses for the perfection and the continuation of the perfection of WSECO's security interest in the Collateral. Customer promptly will notify WSECO before any changes in Customer's name including any changes to the assumed business names of Customer.

Customer, upon WSECO's request, will deliver to WSECO a schedule of the locations of the Collateral and agrees to update the list upon WESCO's further request. Customer will not commit or permit damage to or destruction of the Collateral or any material part of the Collateral. WSECO and its designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral. Customer shall immediately notify WSECO of all cases involving the loss or damage of or to any material portion of the Collateral and generally of all material happenings and events affecting the Collateral.

4. INSURANCE: Customer shall not move, load, transport or otherwise handle the equipment on WSECO's premises without first having obtained insurance coverage. Customer shall carry all risks insurance on the equipment, including, without limitation, fire, theft and liability coverage with such other insurance as necessary to protect Customer's and WSECO's respective interests in the equipment. As long as any portion of the sales price is outstanding, Customer will deliver to WSECO from time to time the policies or certificates of insurance in forms satisfactory to WSECO, showing WSECO as an additional insured and including stipulations that coverage will not be cancelled or diminished without at least fifteen (15) days prior written notice to WSECO.

5. TIME OF DELIVERY AND SHIPPING: Orders for equipment are processed in the order of their acceptance by WSECO and WSECO will use its reasonable efforts to deliver the equipment to Customer on the scheduled delivery date as stated on the invoice. However, shipping and delivery dates are acknowledged to be estimates only and dependent upon many factors outside of WSECO's control including, but not limited to, the manufacturer's production schedule, material and labor shortages, shipping delays and various other unrelated factors. WSECO is not liable for delays or damages caused by delays in delivery or shipment of the equipment, unless stated on the face of the invoice to the contrary. Customer is responsible for all freight, shipping, loading and unloading costs.

6. RISK OF LOSS/SHORTAGES/REJECTION OF GOODS: Risk of loss of the goods shall pass to Customer as soon as the goods are properly loaded on the carrier. WSECO's responsibility for shipment ceases upon delivery of the goods to a transportation company. Any claim by Customer for shortage in shipment shall be made by written notice to WSECO within fifteen (15) days after receipt of the shipment. It is specifically agreed that the risk of loss shall not be altered by the fact that the conduct of either party hereto may constitute a default or breach and shortage in shipment is not deemed to constitute a nonconformity.

All equipment or goods shall be subject to the standard manufacturing and commercial variation and practices of the manufacturer thereof. In the event of shipment of non-conforming goods, WSECO shall be given a reasonable opportunity to replace the goods with those which conform to the order. Any notices pertaining to rejection or claims of nonconformity must be made in writing specifying in detail Customer's objections and such notices must be delivered within fifteen (15) days after delivery of the goods. It is agreed that in the event of rejection, Customer will store the goods or reship the goods to WSECO. Should Customer use the equipment or goods, such use shall be deemed an unequivocal acceptance of the goods. If Customer accepts goods tendered under this SA, such acceptance shall be final and irrevocable; no attempted revocation shall have any effect whatsoever.

7. ASSIGNMENTS: No right or interest in this SA shall be assigned by Customer without the written permission of WSECO, and no delegation of any obligation owed or of the performance of any obligation by Customer shall be made without written permission of WSECO. Any attempted assignment or delegation by Customer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

8. NO WARRANTY: Unless provided otherwise on the invoice, the equipment is purchased **"AS IS"** and there is no other agreement with Customer regarding the equipment other than what is stated in this SA and in any credit instrument and/or guaranty between Customer and WSECO. There are no other warranties, express or implied, for any equipment, product, service, or other items sold or furnished under this SA unless agreed to in writing between Customer and WSECO. **WSECO DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

9. EQUIPMENT FAILURE/LIMITATION OF REMEDIES: If, for any reason, the equipment does not perform satisfactorily, as judged by WSECO in its sole discretion, WSECO may repair or replace the equipment or any part thereof, at its option, without affecting any of the terms of this SA. This remedy does not apply if the equipment has failed or performs less than satisfactorily due to improper use of the equipment, accident (including, damage during shipment), neglect, abuse, misuse or exposure of the equipment to conditions beyond capacity, power, environmental design limits or operation constraints specified by WSECO or the equipment manufacturer. Customer is responsible for all expenses related to repair or replacement due to these causes. **THE REMEDIES IN THIS PARAGRAPH ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AGAINST WSECO.**

10. LIMITATION OF LIABILITY: Notwithstanding trade customs or prior course of dealing to the contrary, in no event will WSECO, its subsidiaries, affiliates, agents or employees be liable for any incidental, indirect, special, or consequential damages in connection with or arising out of this SA or furnishing of any goods, services or other items or any third party's ownership, maintenance, or use of any goods, services or other items furnished under this SA, including, but not limited to, lost profits or revenues, loss of use of the equipment or any associated goods, damage to associated goods, costs of capital, cost of substitute goods, or claims of Customer's clients for such damages. Customer's sole remedy, for any liability of WSECO of any kind, including but not limited to negligence, with respect to any equipment, service, or other item is limited to that set forth in the paragraph entitled **"EQUIPMENT FAILURE/LIMITATION OF REMEDIES"** of this SA. WSECO is not responsible for meeting any federal, state, local or municipal code or specification (whether statutory, regulatory or contractual), unless Customer specifies it in writing and WSECO agrees to it in writing. Customer agrees that it has selected each item of equipment based upon its own judgment and particular needs and disclaims any reliance upon any statements or presentations made by WSECO. The liability for performing under any manufacturer warranty program rests solely with the subject manufacturer and WSECO has no liability or responsibility for performance thereunder.

11. FORCE MAJEURE: WSECO shall not be responsible or liable for any delay or failure to deliver any or all of the goods and/or performance of the services where such delay or failure is caused by any act of God, fire, flood, inclement weather, explosion, war, insurrection, riot, embargo, stature, ordinance, regulation or order of any government or agent thereof, shortage of labor, material fuel, supplies or transportation, strike or other labor dispute, or any other cause, contingency, occurrence or circumstance of any nature, whether or not similar to those herein before specified beyond WSECO's control, which prevents, hinders or interferes with manufacture, assembly or delivery of the goods or performance of the services. Any such cause, contingency, occurrence or circumstances shall release WSECO from performance of its obligations hereunder.

12. INDEMNITY: Customer agrees to indemnify and hold WSECO harmless from and against any and all claims, actions, suits, proceedings, costs, expenses, damages (including but not limited to consequential and incidental damages), liabilities, fees (including, but not limited to, attorney fees and court costs), and settlements, (including those brought or incurred by or in favor of Customer's employees, agents and subcontractors), arising out of or related to the selection, delivery, loading, unloading, towing, possession, use, operation, handling or transportation of the equipment. Customer agrees to defend, at its expense, any and all suits brought against WSECO either alone or in conjunction with others and additionally to satisfy, pay and discharge any and all judgments and fines against WSECO in any such suits or actions, whether based in negligence or otherwise.

13. DEFAULT BY CUSTOMER: An event of default shall occur if (a) Customer fails to pay when due the sales price; (b) Customer fails to perform or observe any covenant, condition, or agreement to be performed by it hereunder; (c) Customer ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing an inability to pay debts as they become due, files a petition in bankruptcy, or if its owners, shareholders or members of Customer take actions towards dissolution or liquidation of Customer; (d) Customer attempts to sell, transfer, or encumber, sublease or convey the equipment or any part thereof prior to paying the full sales price; or (e) WSECO, in good faith deems itself, insecure relative to payment of the sales price.

Upon the occurrence of any event of default, WSECO may exercise the following rights and remedies: (i) declare the sales price immediately due and payable; (ii) require Customer to assemble the equipment and make it available to WSECO at a place and time designated by WSECO; (iii) WSECO shall have full power to enter upon the property or jobsite of the Customer and take possession of and remove the equipment; (iv) WSECO shall have full power and authority to sell, lease, transfer or otherwise deal with the equipment or proceeds thereof, and in connection therewith WSECO may bid on the goods or equipment and that a commercially reasonable price for said reclaimed equipment may be determined by WSECO based upon current national auction values, market trends relating to supply and demand, and related factors for goods of similar type and condition; (v) if WSECO chooses to sell or lease the reclaimed equipment, WSECO may obtain a judgment against Customer for any deficiency remaining on the sales price after application of all amounts received from the exercise of its rights under this SA; and (vi) all rights and remedies of a secured creditor under the provisions of the Idaho Uniform Commercial Code, as amended from time to time. All of WSECO's rights and remedies, whether evidenced by this SA or other related agreement, shall be cumulative and may be exercised singularly or concurrently. Customer agrees to pay all costs incurred by WSECO in enforcing this SA or any of its provisions, including without limitation reasonable attorney's fees and costs and all costs of reclaiming the goods, whether or not legal action is commenced.

14. JURISDICTION AND VENUE: This SA and the relationship between WSECO and Customer shall be governed and construed according to the laws of the State of Idaho. At the sole and exclusive election of WSECO, jurisdiction and venue for any action or dispute arising under this SA shall be in the in the Fourth Judicial District of the State of Idaho, in and for Ada County, which is WSECO's corporate headquarters and principal place of business, wherein the parties acknowledge having done business sufficient to establish minimum contacts under the Idaho long arm statute, and which is a mutually convenient forum. In addition, Customer waives any and all rights to jurisdiction and/or venue in any other forum, including waiver of any and all rights to remove the action from any court originally acquiring jurisdiction.

15. EQUIPMENT DATA: This machine may be equipped with a wireless data communication system, such as Product Link. In such case, Customer understands data reflecting the machine performance, condition and operation is being transmitted to Caterpillar/WSECO to better serve the Customer and to improve upon Caterpillar products and services. This data may include, but is not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers and installed attachments. Neither Caterpillar nor WSECO sell, rent or share collected information to any other third party, and will exercise reasonable efforts to keep the information secure. Caterpillar Inc. and WSECO recognize and will respect customer privacy. Customer agrees to allow this data to be accessed by Caterpillar and WSECO within normal, accepted business practices.

The undersigned represents and warrants that he/she is authorized by Customer identified below to bind the Customer to the obligations and duties expressed herein and does so commit Customer to the terms and conditions of SA by signing below. Until this SA (or indentical counterpart thereof) has been signed by our duly authorized representative, it will constitute an offer by Customer to enter into this SA with WSECO on the terms herein.

CUSTOMER: _____	**WESTERN STATES EQUIPMENT COMPANY**
By:_____	By:_____
Print Name:_____	Print Name:_____
Title:_____	Title: Salesman
Date:_____	Date:_____

STANDARD WARRANTY AND APPLICATION FOR EXTENDED COVERAGE FOR CATERPILLAR PRODUCTS

The Caterpillar equipment owner identified below ("Owner") hereby applies to Western States Equipment for Standard or Extended Coverage in accordance with the terms as set forth in this document, for the Caterpillar product identified below. Owner desires the Standard or Extended coverage option(s) listed below:

COVERAGE EXPIRATION - FIRST TO OCCUR (MONTHS OR HOURS) **- Months after retail purchase (less duration of rental, demonstration, or other usage, if any, prior to the first purchaser or lessee)**

Standard Warranty period based on Caterpillar guidelines
OWNER's NAME — **OWNER PHONE** City Of Spokane - Fleet Services
OWNER ADDRESS, CITY and ZIP CODE Attn: Fleet Service & Equip/Utility 915 N Nelson St Spokane, WA 99202-3769
EXTENDED WARRANTY COVERAGE New Warranty - 24 mo 2,000 hrs & PREMIER

MODEL	PRODUCT DESCRIPTION	HOUR METER	SERIAL NUMBER	DELIVERY DATE
CVP16 PC HEXMN	CVP16	0	XH200615	

IMPORTANT NOTE TO OWNER: **Complete terms of Standard or Extended Coverage are set forth on this document. Please read all pages carefully before signing. YOUR RIGHTS AND REMEDIES IN CONNECTION WITH STANDARD OR EXTENDED COVERAGE ARE LIMITED AS INDICATED ON ALL PAGES OF THIS DOCUMENT. CATERPILLAR PRODUCTS CARRY NO IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS. STANDARD WARRANTY OR EXTENDED COVERAGE IS NOT INSURANCE.**

ACKNOWLEDGEMENTS: **I have read and understand the terms, including limitations and exclusions, of Standard or Extended Coverage, and understand that it is not insurance. I also understand that the coverage applied for herein is not effective unless and until I pay the applicable charge for this extended coverage. I understand the SOS requirements _____ (initial)**

OWNER/LESSEE SIGNATURE : **DATE:**

The owner and product identified above meet all requirements for the coverage requested and the applicable charge for extended coverage has been paid.

DEALER SIGNATURE : **DATE:**

TRANSFER: **The unexpired portion of the Standard or Extended Repair Coverage may be transferred with Western States Equipment approval (see section F on back for complete details). Complete the section below to request transfer.**

Purchase Application	PURCHASER NAME	DATE MACHINE SOLD	DATES INSPECTION COMPLETED & APPROVED	
☐ COMMERCIAL ☐ FORESTRY ☐ WASTE ☐ GOVERNMENTAL ☐ AG	ADDRESS (STREET, RR)	(CITY/TOWN)	(STATE)	(ZIP CODE)
	TRANSFER HOUR METER READING	SIGNATURE OF NEW BUYER	DEALER CONFIRMATION	

By signing this agreement I agree to the terms on the following pages.

CATERPILLAR STANDARD WARRANTY

General Provisions: Caterpillar warrants the products sold by it, and operating within the geographic area serviced by authorized USA and Canadian Caterpillar dealers, to be free from defects in material and workmanship. In other areas and for otherproducts, different warranties may apply. Copies of applicable warranties may be obtained by writing Caterpillar Inc. 100 N.E. Adams St., Peoria IL, USA61629-3345.
Warranty Period: The Standard Caterpillar Machine Warranty is 12 Months/UNLIMITED hours of operation (whichever occurs first), based upon Caterpillar's recommended guidelines. For new associated work tools, the warranty period is 12 Months/UNLIMITED hours, starting from the date of delivery or sale to first user. No extended coverage is available for Caterpillar work tools. For new replacement engines, the warranty is ó months, starting from date of delivery to the first user. Note: For hydraulic line's quick connect l disconnect components sold on compact wheel loaders , mini hydraulic excavators, skid steer loaders , multi terrain loaders , and compact track loader machines, the warranty period is 50 hours starting from the date of delivery to the first user.
Caterpillar Responsibilities: If a defect in materials or workmanship is found during the Standard Warranty period, Caterpillar will, during normal working hours and at a place of business of a Caterpillar dealer or other source approved by Caterpillar. 1) Provide (at Caterpillar's choice) new, remanufactured, or Caterpillar-approved repaired parts or assembled components needed to correct the defect. 2) Replace lubricating oil, filers, antifreeze, and other service items made unusable by the defect. 3) Provide reasonable or customary labor needed to connect the defect. Note: Items replaced under this warranty become the property of Caterpillar. Owner Responsibilities: The user is responsible for: I) Providing proof of deliver date to the first user. 2) The costs associated with transporting the product. 3) Labor costs, except as stated under "Caterpillar Responsibilities." 4) Local taxes, if applicable. 5) Parts shipping charges in excess of those which are usual and customary (air freight). 6) Cost to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship. 7) Giving timely notice of a warrantable failure and promptly making the product available for repair. 8) Costs associated with the performance of required maintenance (including proper fuel, oil, lubricants, and coolant) and items replaced due to normal wear and tear. 9) Allowing Caterpillar access to all electronically stored data. l0) Costs associated with travel time and mileage required for on-site repairs.
EXTENDED REPAIR COVERAGE

A. General Provisions: During the selected coverage period, Western States Equipment will repair or replace, at its option, covered components of the product identified on the face of this document under the Extended Coverage Section. Coverage is subject to the listed conditions of "Standard", "Full Machine", "Power Train", or "Power Train Plus Hydraulics" and for the appropriately indicated "Months" and "Hours" for components that are defective in material or workmanship, ubject to the terms and conditions set forth on both sides of this document. Such repair or replacement will be free of charge for parts and labor, except as otherwise stated below or as stated within the Standard Caterpillar Warranty section above. Under the "Governmental Full Machine" option, the extended coverage includes Scheduled Oil Sampling materials and analysis provided by Western States Equipment at Caterpillar's prescribed intervals. An Extended Coverage Contract is not required for purchase or to obtain financing.

Warranty Periods: Warranty periods for Extended Coverage are indicated in the extended warranty coverage box on the face of this document. The coverage is listed for hours and months, whichever expires first.
Owners Responsibilities: The owner (lessee, for leased products) at their expense, must maintain the product in accordance with the product's Operators Manual, and, upon request, provide adequate records verifying maintenance. For the "Power Train", "Power Train Plus Hydraulics", and "Full Machine" Extended Coverage, Scheduled Oil Sampling (SOS) must be taken by the owner at Caterpillar recommended intervals and sent to Western States Equipment. Failure to do so could jeopardize the Extended Coverage and result in shared liability on a pro rata basis if SOS could have predicted or reduced the cost of a covered failure. Note: Any malfunction of the service meter shall be reported within 30 days of said malfunction in writing, or this agreement is null and void.
Power Train Extended Coverage: The following components are covered. If a component is not listed, it is not covered. 1) ENGINE: basic engine including engine components essential to engine operation (i.e., fuel pump, oil pump, water pump, turbocharger, governor, engine control module, etc.). 2) TRANSMISSION: includes transmission pump and hydraulic controls. 3) TORQUE CONVERTER/DIVIDER. 4) DRIVE LINE: includes pinion and bevel gear. 5) TRANSFER GEAR GROUP. 6) DRIVE AXLES. 7) FINAL DRIVES. 8) HYDRAULIC DRIVE PUMPS AND MOTORS: on hydraulic excavators and machines equipped with hydrostatic drive or differential steering, including hydrostatic lines between the pump and motor. 9) BRAKE COMPONENTS for track-type loaders and tractors, only if they also provide steering. l0) STEERING CLUTCH COMPONENTS: on track-type loaders and tractors, if so equipped. l1) DIFFERENTIAL STEERING COMPONENTS: includes differential steer planetary group, pump, motor and pilot valves. 12) VIBRATORY COMPONENTS: on vibratory compactors. Includes vibratory mechanism, hydraulic pump and motor, hydraulic valves, universal joints, bearings, and drum isolation system. 13) ROTOR DRIVE MECHANISM: on paving profilers, reclaimers and stabilizers. This includes the drive shaft group, sheave groups, and clutch group. This excludes belts, chains and rotor brakes. 14) ELECTRONIC CONTROLS AND SENSORS: which function to direct power for moving the machine. This includes power shift controls, engine pressure controls, differential lock, and fingertip controls. Also includes the wiring connectors that are part of the designated power train components.
Power Train Plus Hydraulics Extended Coverage: The following components are covered. If a component is not listed, it is not covered. Power Train Plus Hydraulics coverage includes all of the above listed items under Power Train for the appropriately indicated hours and months, plus the following: l) HYDRAULIC/STEERING HOSES AND LINES. 2) HYDRAULIC QUICK-COUPLERS AND SWIVELS. 3) HYDRAULIC TANKS: includes specific internal parts.4) HYDRAULIC OIL FILTER BASE, excluding hydraulic oil filters. 5) HYDRAULIC PUMPS AND MOTORS: including steering pumps (main and supplemental). 6) HYDRAULIC CYLINDERS: steering, suspension, and implement hydraulic cylinders (includes bulldozer and ripper cylinders on track-type tractors). 7) HYDRAULIC VALVES AND CONTROLS: includes all parts that make up a valve for directing or controlling hydraulic fluid for steering and implements, including automatic blade controls and bucket position controls. 8) HYDRAULIC ACCUMULATORS: steering and implement. 9) HYDRAULIC OIL COOLERS: steering and implement.
Full Machine Extended Coverage: All of the listed items included in the POWER TRAIN and POWER TRAIN PLUS HYDRAULICS coverage, plus all attachments/accessories that were installed on the product before delivery which are not covered by another warranty, for the appropriately indicated hours and months of coverage on the face of this document (whichever expires first). Governmental application "Full Machine Failsafe Coverage" will also include all fluid filters and pre-paid SOS as prescribed by Caterpillar's recommendations and a 95% machine availability as recorded by owner. Machine availability for Governmental application Full Machine Failsafe coverage will be determined by:
Scheduled Hours Available for Work (numerator)
Scheduled Hours (denominator)
The machine availability will be evaluated at l2-month intervals. If machine availability is below 95%, Western States Equipment will reimburse owner $25.00 per hour for the
hours necessary to "enhance" availability to the 95%level.
Note: "Power Train", "Power Train Plus Hydraulics", and "Full Machine" coverage continue (unless transferred or terminated as per Section C or G below) until the expiration of the hours or months listed on the face of this document. The coverage period ends after reaching the specified number of months selected, or when the machine's hour meter reaches the specified number of hours limitation selected, whichever occurs first. Extended Coverage is available only through Western States Equipment for Caterpillar Equipment.
Note: Once Extended Coverage becomes effective, Western States Equipment's obligations there under extend only to the applicant identified on the face of this document, unless the remaining coverage is transferred to a subsequent end use purchaser of the product in accordance with Section F below, and indicated on the face of this document, or cancelled under Section G below.
Note: The travel time and mileage/hauling option is available only to Governmental application "Full Machine Failsafe coverage" option.

B. ITEMS NOT COVERED: Western States Equipment is not responsible for the following: l) Premiums charged for overtime labor requested by the owner/lessee. 2) Transporting the product to and from the place where service is performed, or service calls made by the repairing dealer if the travel time and mileage/hauling option is not included. 3) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, lack of proper protection during storage, vandalism, the elements, collision or other accidents, or acts of God. 4) Normal maintenance and replacement of maintenance and wear items, such as filters, oil, fuel, hydraulic fluid, lubricants, coolants and conditioners, labor for taking oil sample, tires, Freon, batteries, lights, paint, fuses, glass, seat upholstery, undercarriage, lubricated joints (including pins and bushings), blades and cutting edge parts, belts, dry brakes, dry clutch linings, and bulbs. 5) Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component. 6) Travel time and mileage for Extended Repair Coverage repairs in the field, if travel time and mileage/hauling option is not included. 7) Auxiliary Equipment Manufacturers' attachments and new associated work tools and attachments carry only one warranty as prescribed by that manufacturer. 8) Western States Equipment will not be responsible for repairs, cost of repairs, or be assessed hours against the availability guarantee for damage or downtime caused by fire, vandalism, accident, operator's abuse, negligence, strikes, acts of God, failure to perform the manufacturer's recommended maintenance æ set forth by the lube and maintenance guide, tire failure or Auxiliary Equipment or Attachments. 9) Owner/Lessee will not assess the time required to perform the manufacturer's recommended maintenance as set forth by the lube and maintenance guide against the availability guarantee. 1 0) All costs (including travel time and mileage/hauling) for repairs required because of abuse or improper operation will be charged to the owner/lessee. Minor repairs that do not affect the immediate and safe operation of the machine will be completed within the earliest possible period within Western States Equipment maintenance schedule.

C. TERMINATION OF EXTENDED COVERAGE: 'Western States Equipment is relieved of its obligation under Extended Coverage if: 1) The product is altered or modified in any manner not approved by Western States Equipment in writing. 2) The product's hour meter has been rendered inoperative or otherwise tampered with, or any malfunction of the service meter is not reported within 30 days of said malfunction in writing to Western States Equipment. 3) The product is removed from Western States' territory. 4) Use is made of the product within an application group other than the one designated in the original application for Extended
Coverage for the product.

D. LIMITATIONS OF WESTERN STATES EQUIPMENT LIABILITY: In no event will Western States Equipment be liable for any incidental or consequential damages (including, without limitation, loss of profits, rental of substitute equipment, or other commercial loss) that may be caused due to a defect in the product of the breach of performance of Western States Equipment obligations under Extended Coverage.

E. OBTAINING EXTENDED COVERAGE SERVICE: To obtain service the owner/lessee must request Extended Coverage Service from the nearest Western States Equipment branch. When making a request, the owner/lessee must promptly make the product available for repair and inform the dealer of what they believe is the problem/defect. Extended Coverage service can be performed in the field if the owner/lessee and servicing branch agree to do so. However, Western States Equipment will not be held responsible for any additional cost incurred because of the decision to repair a machine in the field. Dealer Branches toll free number:

Idaho Falls, ID	877-552-2287	Pendleton, OR	888-388-2287
Lewiston, ID	800-842-2225	Pasco, WA	800-633-2287
Meridian, ID	800-852-2287	Spokane, WA	800-541-1234
Pocatello, ID	800-832-2287	Hayden, ID	208-762-6600 (Not a toll free number)
Twin Falls, ID	800-258-1009		
Kalispell, MT	800-635-7794		
Missoula, MT	800-548-1512		
LaGrande, OR	800-963-3101		

F. TRANSFER OF UNUSED COVERAGE UPON RESALE: Remaining Extended Coverage applicable to a used Caterpillar product is transferred to a subsequent end use purchaser only if: l) The subsequent purchase is made before the product's Extended Coverage expires. 2) The product is determined by Western States Equipment to be in satisfactory condition following an inspection performed by an authorized Western States Equipment branch at the subsequent end use purchaser's expense. 3) The subsequent end use purchaser receives Western States Equipment's written confirmation of the transfer. 4) The use of the product by the subsequent end use purchaser remains in the initial/same application group designed on the product's original coverage application, or the subsequent end use purchaser pays the amount specified by Western States Equipment for conversion of the remaining coverage to a different application group.

G. CANCELLATION OF COVERAGE: The owner may cancel Extended Coverage: l) Within thirty (30) days of machine purchase by original end use purchaser if no claim has been made, and receive a full refund of the coverage purchase price, less a $50.00 cancellation fee. 2) At any other time during the coverage by the first end use purchaser and receive a pro rata refund of the coverage purchase price for the unexpired term of the coverage, based on the number of lapsed months, less a $50.00 cancellation fee. 3) Prior to cancellation owner/lessee must provide written notice of the intent to cancel coverage to the nearest Western States Equipment branch.

H. COVERAGE AFFORDED UNDER THIS CONTRACT IS NOT GUARANTEED BY THE IDAHO INSURANCE GUARANTY ASSOCIATION. OBLIGATIONS OFTHE MACHINE SERVICE CONTRACTPROVIDERUNDERTHIS MACHINE SERVICE CONTRACTARE GUARANTEED UNDER A SERVICE CONTRACT LIABILITY POLICY. SHOULD THE MACHINE SERVICE CONTRACT PROVIDER FAIL TO PAY OR PROVIDE SERVICE ON ANY CLAIM WITHTN SIXTY (60) DAYS AFTER PROOF OF LOSS HAS BEEN FILED, THE MACHINE SERVICE CONTRACT HOLDER IS ENTITLED TO MAKE A CLAIM DIRECTLY AGAINST THE INSURANCE COMPANY.

I. UPON FAILURE OF THE OBLIGOR TO PERFORM UNDER THE CONTRACT, CATERPILLAR INSURANCE COMPANY SHALL PAY ON BEHALF OF THE OBLIGOR ANY SUMS THE OBLIGOR IS LEGALLY OBLIGATED TO PAY OR SHALL PROVIDE THE SERVICE THAT THE OBLIGOR IS LEGALLY OBLIGATTED TO PERFORM ACCORDING TO THE OBLIGOR'S CONTRACTUAL OBLIGATION UNDER THE SERVICE CONTRACTS ISSUED BY THE OBLIGOR, AND CATERPILLAR INSURANCE COMPANY WILL PAY CLAIMS AGAINST THE OBLIGOR FOR THE RETURN OF THE UNEARNED PURCHASE PRICE OF THE SERVICE CONTRACT.

J. THIS DOCUMENT IS NOT AN IMPLIED WARRANTY. THIS COVERAGE IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REMEDIES UNDER THIS COVERAGE ARE LIMITED TO THE PROVISION OF MATERIAL AND LABOR, AS SPECIFIED HEREIN. WESTERN STATES EQUIPMENT IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

K. REGISTER OBLIGOR: WESTERN STATES EQUIPMENT COMPANY IS REGISTERED OBLIGOR, WHO IS CONTRACTUALLY OBLIGATED TO THE SERVICE CONTRACT HOLDEWOWNERS NAME TO PROVIDE SERVICE UNDER THIS SERVICE AGREEMENT. WESTERN STATES EQUIPMENT COMPANY CAN BE CONTACTED AT THE FOLLOWING ADDRESS OR PHONE NUMBER: WESTERN STATES EQUIPMENT COMPANY 500 E OVERLAND ROAD, MERIDIAN, ID 83642 (208) 888-2287. SERVICE CONTRACT INSURBR: CATERPILLAR INSURANCE COMPANY 2120 WEST END AVE., NASHVILLE, TENNESSEE 37203 l 800 248-4228

CATERPILLAR®

Caterpillar Inc.

Peoria, Illinois 61629

☐ Check when information has been entered into the Product. Information System through Caterpillar dealer terminal.

DO NOT SEND IF ENTERED INTO P.I.S.

Delivery Service Record Comprobante Del Servicio de Entrega

DLR. CODE	MODEL	MACHINE SERIAL NO.	HOURS	DELIVERY DATE	ENGINE SERIAL NO.
COD. DISTRIB.	MODELO	N/S MAQUINA	HORAS	FECHA DE ENTREGA	N/S MOTOR
H510	CVP16 PC HEXMN	XH200615	0		

ATTACHMENTS INSTALLED: **BUCKET, DOZER, RIPPER, WINCH, CAB, TRANSMISSION, BOOM, STICK, ETC.**

ACCESORIOS INSTALADOS: **CUCHARON, HOJA, DESGARRADOR. MALACATE, CABINA, TRANMISION, PLUMA, BRAZO, ETC,**

Mfr. & Model or Part No, Fabricante y Modelo o N/P	Mfr. & Model or Part No, Fabricante y Modelo o N/P	Mfr. & Model or Part No, Fabricante y Modelo o N/P	Mfr. & Model or Part No, Fabricante y Modelo o N/P
47GR-BKT305	CVP16	CVP16	
Serial No. N/S	Serial No. N/S XH200615	Serial No. N/S XH200612	Serial No. N/S

Customer Name (Please Print)
Nombre del Cliente (con letra de imprenta) City Of Spokane - Fleet Services

Dirección postal completa Attn: Fleet Service & Equip/Utility 915 N Nelson St Spokane, WA 99202-3769

Country
país USA

Delivery service on this machine has been completed, including the following items. Check ( ) when each item is completed.
El servicio de entrega de esta máquina se ha completado incluso los puntos siguientes, Marque ( ) cada punto que complete.

☐ 1. Operation Guide delivered with machine and operating controls and warning labels explained to user.
Se entregó con la máquina la Guia de Operación y se explicó al usuario la operación de los controles y los rótulos de advertencia.

☐ 2. Maintenance Guide delivered with machine and maintenance service, fluid levels and adjustments explained to user,
Se entregó con la máquina la Guia de Conservación y se explicó al usuario el servicio de conservación, ajustes y nivel de fluidos

☐ 3. Parts Book delivered with machine.
Se entregó con la máquina el Catálogo de Piezas.

☐ 4. All items on Delivery Checklist have been completed,
Se hizo todo lo indicado en el Comprobante de Entrega (No. de Foma 01-085314-03).

User's Signature
Firma del usuario _____

Dir. Rep. Signature
Firma del representante del distribuidor _____

Delivery Checklist CONTINUED ON REVERSE SIDE

At dealership

- ☐ Make sure all pending Safety Product Improvement Programs (PIP) have been completed.
- ☐ Make sure all necessary forms and literature are available.
- ☐ All decals are installed.
- ☐ All attachments are installed/available.
- ☐ Install shipping/service lock pins in fire suppression system (if equipped) when transporting machine.

At delivery area with customer (owner. operator):

- ☐ Explain Parts Book.
- ☐ Explain all warning labels on machine,
- ☐ Show location of all serial numbers on machine.

Lubrication and Maintenance.

- ☐ Explain Maintenance Guide.
- ☐ Instruct how to use lubrication and maintenance chart.
- ☐ Snow all lubrication points on the machine and attachments.

Lista de Comprobación SIGUE AL DORSO

En la distribuidora

- ☐ Asegurese que se completaron los programas pendlentes de mejoras al producto para fines de seguridad (PIP),
- ☐ Asegurese que hay disponibles todas las formas y folletos necesarios.
- ☐ Se han puesto todas las etiquetas.
- ☐ Todos los accesorios están instalados/disponibles.
- ☐ Se han instalado los pasadores de traba para embarque/servicio en el sistema supresor de incendios (si tiene) al transportar la máquina.

En el lugar de entrega, con el cliente (propietario. operador).

- ☐ Explicar et Catálogo de Piezas.
- ☐ Explicar todos los rótulos de advertencia de la máquina.
- ☐ Mostrar ublcación de todos los números de serie en ta máquina.

Lubricación y Conservación

- ☐ Explicar la Gula de Conservación.
- ☐ Indicar cómo se utiliza el cuadro de lubricación y conservación.
- ☐ Mostrar todos los puntos de lubricación de la máquina y accesorios.

CATERPILLAR®

DIGITAL AUTHORIZATION

CATERPILLAR TELEMATICS DATA AND CAT REMOTE SERVICES-SOFTWARE UPDATES PROCESS FOR SELECT PRODUCT LINK TELEMATICS AND CAT EQUIPMENT CONTROL MODULE SOFTWARE.

Customer equipment has installed devices that transmit data to Caterpillar Inc. (“Caterpillar”).

Data transmitted to Caterpillar is used in accordance with Caterpillar's Data Governance Statement (“DGS”), which describes Caterpillar’s practices for collecting, sharing and using data and information related to customers machines, products, Devices or other Assets and their associated worksites. The DGS can be reviewed at https://www.caterpillar.com/en/legal-notices/data-governance-statement.html .

Caterpillar’s process for performing remote diagnostics and making available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for Assets and Devices is described in the Cat® Remote Services – Software Update Process for select ProductLink™ Telematics and Cat Equipment Control Module Software document (the “RSP Document”).The RSP Document can be reviewed at https://www.cat.com/remoteservicesprocess_ga=2.245276421.1412167159.1561985855-475983137.1559312215.

Company acknowledges and agrees to data transmission to Caterpillar via devices installed on Company equipment or by other means as outlined and described in the DGS, and grants to Caterpillar the right to collect, use, and share such information, including to its Distribution Networks or other affiliates, in accordance with the Caterpillar Data Governance Statement. Company’s authorization also applies to any data and information previously collected by Caterpillar.

AGREE ☐

DECLINE ☐

Company acknowledges and agrees to participate in Remote Services (including, remote diagnostics and remote updates and upgrades) and authorizes Caterpillar to remotely access, program, and install updates and upgrades for Company’s Assets and Devices in accordance with the Remote Services Process Document.

AGREE ☐

DECLINE ☐

The rights granted in this authorization survive the termination or expiration of the Company’s subscriptions to any Digital Offerings. Except as set out in a written agreement between Company and Caterpillar expressly referencing the Data Governance Statement, this authorization supersedes and replaces any other authorizations with regard to the subject matter hereof.

FOR DEALER USE ONLY

Company : _____

Company Name (print) : _____

Company Representative (print) : _____

Signature : _____

Date : _____

Company UCID :_____

Company Representative CWS ID :_____

Main Store Dealer Code : _____

Dealer Representative Name :_____

Dealer Representative CWS ID :_____

New Machine Purchase - Customer Value Agreement Basic Parts Only Kit

Customer : City Of Spokane - Fleet Services

Date : Monday, July 14, 2025

Account # : 8202482

Delivery Date : 7/12/2025

Western States Equipment Contact : Eric.Druffel@wseco.com

MACHINE INFORMATION

Machine Serial : XH200615

Single 500 Hr. Service

Machine Model : CVP16

CLIENT INFORMATION

Address (no P.O. box) : _____

City : _____ State : _____ Zip : _____

Contact's Email : _____

WESTERN STATES RESPONSIBILITIES

- Provide Basic Parts Only Kit (POK) for Oil Change. Includes: Engine Oil Filter, Fuel Filter(s), necessary seals and gaskets, primary engine air filter and two SOS samples for hydraulic and engine oil sampling
- The 500 hour POK kit will be used for the first 500 hour service
- We will monitor and proactively ship your POK kits in advance for the service interval or at the end of the 12 months from agreement date
- Provide personalized product consultation

CLIENT'S RESPONSIBILITIES

- Maintain working telematics systems, Productlink or equivalent telematics
- Perform all 10 hr., 50 hr., 100 hr., and 250 hr. scheduled maintenance and inspections as outlined in the applicable Caterpillar and/or other Manufacturer's Operation & Maintenance Manual
- Maintain accurate records of daily inspections, including machine operating hours
- Client is responsible for following all requirements as defined in the Operation Maintenance Manual at the appropriate service schedule intervals
- Daily Checks: Walk around inspection, engine air filters, fluid levels, grease, top off oils

TERMS OF AGREEMENT

Unless otherwise agreed in writing by the President or a Vice President of Western States Equipment Company, the purchase of services, goods and parts from Western States Equipment Company will be governed solely by the Western States Equipment Company's Customer Value Agreement Terms and Conditions ("**Terms and Conditions**"), which are available at https://www.westernstatescat.com/termsandconditions/. A hard copy of the Terms and Conditions is available upon written request to legal@wseco.com. Western States Equipment Company's Terms and Conditions are hereby incorporated by reference into this document and all other documents related to your purchase of services, goods and parts from Western States Equipment Company. By purchasing services, goods and parts from Western States Equipment Company, you agree to be bound by the Terms and Conditions as exactly written.

_____

Client Signature and Date

_____

Western States Equipment Signature and Date

Digital Offerings

First Name

Last Name

Email

Phone

Company

WHAT WOULD YOU LIKE ACCESS TO?

- ☐ VisionLink® (fleet managment)
- ☐ Parts.Cat.Com/Cat® Central (buy parts online)
- ☐ Cat® Inspect (paperless inspection platform)
- ☐ Cat® SOS Manager (oil samples)
- ☐ Cat® Rental Store (manage equipment rentals)
- ☐ Cat® SIS (service & parts information)

Agenda Sheet for City Council:

Committee: PIES **Date:** 07/21/2025

Committee Agenda type: Consent

Council Meeting Date: 08/18/2025

Date Rec'd	7/11/2025		
Clerk's File #	OPR 2025-0547		
Cross Ref #			
Project #			
Submitting Dept	SOLID WASTE COLLECTION	**Bid #**	CO-OP
Contact Name/Phone	CHRIS AVERYT 625.6540	**Requisition #**	VALUE BLANKET
Contact E-Mail	CAVERYT@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	4500 VALUE BLANKET FOR AUTOMATED SOLID WASTE CARTS		

Agenda Wording

Four-year value blanket order with Cascade Engineering, Inc. (Grand Rapids, MI) for the as-needed purchase of automated solid waste carts -- annual estimated expenditure $700,000 (including tax).

Summary (Background)

The City of Spokane provides carts for the automated collection of garbage, recycling and organics. Purchase of new carts allows an inventory of available carts for replacement, size changes and new account growth. Automated collection has been successful in reducing employee injuries and increasing efficiencies. This value blanket order is based off Sourcewell Cooperative Purchasing Master Agreement #120324-CEI. Cascade Engineering, Inc. was ranked #1 out of twelve cart suppliers during their proposal evaluation process. Sourcewell's initial four-year term with Cascade Engineering, Inc. expires April 4, 2029, and can be extended for three (3) additional one-year periods. Solid Waste Collection requests that the expiration date of this value blanket order align with those dates, including all extensions if granted by Sourcewell, for a maximum term of approximately seven (7) years.

What impacts would the proposal have on historically excluded communities?

No impacts are identified. Public works services are designed to serve all residents and businesses. The department recognizes the need to maintain affordability and predictability for all utility customers and is committed to being financially and environmentally responsible. We strive to offer a consistent level of service throughout the community and to respond to any gaps identified in our 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?

N/A - This is a routine purchase that will not impact any group.

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 bidding regulations and policies to bring items forward and then uses contract management best practices to ensure desired outcomes and regulatory compliance. Expenses are tracked through FMS. Purchases are made as needed throughout the year based on account growth trends, onsite cart inventory counts, and the age of existing inventory. Automated solid waste carts have an average estimated life span of ten (10) years due to usage, inclement weather and other environmental factors. The vendor provides a ten (10) year standard warranty on their carts. In the event of

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 value blanket order is consistent with annual budget strategies to limit costs and aligns with the city's procurement and purchasing policies. This purchase aligns with SMC 13.02.0200 Universal Service by the City, SMC 1302.0202 Compulsory Service and SMC 13.02.0340 Customers Must Use Only Approved Containers. These ordinances require that occupied properties within the city limits accept and pay for solid waste removal provided universally by the city. The department provides its customers solid waste carts that are compatible with collection trucks. This purchase also aligns with the City's Comprehensive Plan CFU 5.5 WASTE REDUCTION AND RECYCLING by purchasing carts made partially from recycled material and using a

Council Subcommittee Review

N/A

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 2,800,000 (Initial Four Year Term)
Current Year Cost	$ 700,000
Subsequent Year(s) Cost	$ 700,000

Narrative

This is a routine purchase that is planned for annually in Solid Waste Collection's budget.

Amount		Budget Account
Expense	$ 400,000	# 4500-45100-37148-53502
Expense	$ 300,000	# 4500-44200-37148-53502
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Program Revenue

Is this funding source sustainable for future years, months, etc?

Yes, this funding source is sustainable through revenue obtained by providing solid waste collection services to residents and businesses in the city of Spokane.

Expense Occurrence	Recurring

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

N/A

Approvals		Additional Approvals	
Dept Head	AVERYT, CHRIS	**PURCHASING**	NECHANICKY, JASON
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

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MASTER AGREEMENT #120324
CATEGORY: Plastic Refuse and Recycling Containers with Related Technology Solutions
SUPPLIER: Cascade Engineering, Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Cascade Engineering, Inc., 5175 36th St. SE, Grand Rapids, MI 49512 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

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Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on April 4, 2029, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #120324 to Participating Entities. In Scope solutions include:

   a) Residential, commercial, and institutional-sized refuse and recycling containers, collection bins, dumpsters, and carts of principally non-metallic composition;
   b) Lift and tipping solutions for stationary carts and dumpsters;
   c) Maintenance, repair, and similar services of containers; and,
   d) Technology solutions related to the management of, planning for, and/or processes related to collection of refuse and recycling materials solutions described in subsections a.-c., above.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

Docusign Envelope ID: 1963D853-D6EF-45CA-8D1E-1B9F952409BD

i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

Docusign Envelope ID: 1963D853-D6EF-45CA-8D1E-1B9F952409BD

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier

Docusign Envelope ID: 1963D853-D6EF-45CA-8D1E-1B9F952409BD

certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

Docusign Envelope ID: 1963D853-D6EF-45CA-8D1E-1B9F952409BD

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

Docusign Envelope ID: 1963D853-D6EF-45CA-8D1E-1B9F952409BD

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

   A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
   - Maintenance and management of this Agreement;
   - Timely response to all Sourcewell and Participating Entity inquiries; and
   - Participation in reviews with Sourcewell.

   Sourcewell's Authorized Representative is its Chief Procurement Officer.

Docusign Envelope ID: 1963D853-D6EF-45CA-8D1E-1B9F952409BD

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

   The Report must contain the following fields:
   - Participating Entity Name (e.g., City of Staples Highway Department);
   - Participating Entity Physical Street Address;
   - Participating Entity City;
   - Participating Entity State/Province;
   - Participating Entity Zip/Postal Code;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

   If collected by Supplier, the Report may include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations

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defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included

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Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
    a) **During the term of this Agreement:**
        i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

        ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

    b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

    c) **Use; Quality Control.**
        i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

        ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

    d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in

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court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.

- $1,500,000 each occurrence Bodily Injury and Property Damage
- $1,500,000 Personal and Advertising Injury
- $2,000,000 aggregate for products liability-completed operations
- $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its

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subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

25) **Force Majeure.** Neither Party to this Agreement will be held responsible for delay or default caused by acts of God or other conditions that are beyond that Party's reasonable control. A party defaulting under this provision must provide the other Party prompt written notice of the default.

Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

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4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell	Cascade Engineering, Inc.
Signed by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Scott Downer 6841F59CBF3A404...
By: _____	By: _____
Jeremy Schwartz	Scott D. Downer
Title: Chief Procurement Officer	Title: Vice President of Cascade Cart Solutions
Date: 4/1/2025 | 4:07 PM CDT	Date: 4/1/2025 | 2:05 PM PDT

Docusign Envelope ID: 1963D853-D6EF-45CA-8D1E-1B9F952409BD

RFP 120324 - Plastic Refuse and Recycling Containers with Related Technology Solutions

Vendor Details

Company Name:	Cascade Engineering, Inc.
Does your company conduct business under any other name? If yes, please state:	Cascade Cart Solutions
Address:	5175 36th St SE Attn: Sara Merrill - Buursma Plant Grand Rapids, MI 49512
Contact:	Matt Maes
Email:	matt.maes@cascadeng.com
Phone:	507-514-1499
Fax:	616-975-4902
HST#:	38-2035180

Submission Details

Created On:	Tuesday October 15, 2024 16:09:57
Submitted On:	Tuesday December 03, 2024 12:54:36
Submitted By:	Sara Merrill
Email:	cascade.bids@cascadeng.com
Transaction #:	ce04062f-cdbb-45ba-8215-e5acd6656d13
Submitter's IP Address:	107.210.177.42

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Cascade Engineering, Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Cascade Cart Solutions, a Cascade Engineering Company	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage Code: 1VKH6	*
5	Provide your NAICS code applicable to Solutions proposed.	NAICS Code: 326199	
6	Proposer Physical Address:	5175 36th St SE, Grand Rapids, MI 49512	*
7	Proposer website address (or addresses):	www.cascadecartsolutions.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Scott D. Downer Vice President of Cascade Cart Solutions scott.downer@cascadeng.com (616)-560-1727	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Matt Maes National Municipal Sales Manager matt.maes@cascadeng.com (507)-514-1499	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Sara Merrill Municipal Contract Manager sara.merrill@cascadeng.com (616)-254-4162	*

Table 2A: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *	

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Sustainability or business growth? Cascade Engineering's answer is "both-and!" Since our founding in 1973, sustainability has been both the right thing to do and good for business! At Cascade Engineering, we believe that sustainability drives innovation and growth across the three capitals that comprise the Triple Bottom Line - People, Planet and Profit. The Cascade Engineering family of companies is committed to: People: Continuously improving safety, morale and learning through employee improvement. Planet: Going beyond environmental compliance through improvements, prevention and protection. Profit: Exceeding customer expectations through continuous quality, cost, delivery, and management systems improvements. Cascade Engineering, Inc. (Cascade), based in Grand Rapids, Michigan, is a privately held, woman owned multi-business manufacturer supporting multiple brands. We manufacture for and market to a variety of industries including solid waste and recycling, automotive, furniture, and material handling. The common thread weaving our businesses together is a core expertise in large-part plastic injection molding. • Cascade has 8 North American facilities. • Our facilities represent over 600,000 sq. ft. of building space with over 35 injection molding machines ranging in size from 500 ton to 9000 ton. • Cascade currently has over 400 employees. • Cascade's primary sales office is located in Grand Rapids, Michigan with satellite offices in Arizona, Kentucky, Massachusetts, Minnesota, North Carolina, and Washington. Cascade Engineering and its Family of Companies hold many certifications including: 1. WBE (Women's Business Enterprise) - Cascade Engineering is certified as a WBE with the Women's Business Enterprise National Council (WBENC), the nation's largest third party certifier of businesses owned and operated by women in the US. 2. PRFC (Partners for a Racism Free Community) - The PRFC recognizes Cascade Engineering as a Credentialed Partner, their highest level of certification. 3. Multiple manufacturing certifications including: • IATF 16949:2016 (International Automotive Task Force) • ISO 14001:2015 (International Organization for Standardization) • ISO 9001:2015 (International Organization for Standardization) • ISO/IEC 17025:2017 (A2LA Accreditation) - Our dedicated, in-house team offers material analysis, problem solving, reverse engineering, development, testing, specification, selection, and replacement. 4. EcoVadis: As part of our commitment to society, our people and the environment, Cascade Engineering completes a thorough assessment of its business sustainability practices every year through EcoVadis, the global standard for business sustainability ratings. The EcoVadis assessment includes 21 sustainability criteria across four core themes: Environment, Labor & Human Rights, Ethics, and Sustainable Procurement. In our latest rating, which was completed January 2024, we earned a Bronze Medal, which places Cascade Engineering in the top 35% globally. Cascade Cart Solutions, a Cascade Engineering Company, was established in 1989 and we have produced over 38 million injection molded carts for the solid waste and recycling industry. We offer over 35 years' experience manufacturing and managing cart assembly, distribution, and recovery projects with a wide variety of scopes and sizes. From 50 to over 300,000 carts, franchise to subscription markets, single or multiple cart sizes, single or multiple waste streams, we have managed projects with every level of diversity. Since 2008, Cascade has managed the assembly and distribution of over 10 million carts, serving over 1,000 communities.	*
12	What are your company's expectations in the event of an award?	Cascade is confident and enthusiastic about the opportunity to continue our partnership into our fourth contract with Sourcewell. It is our expectation, as it was over the past three contracts (020613-CEI, 041217-CEI, and 041521-CEI), that we will continue to deliver exceptional results and exceed Sourcewell participating entities' expectations. As we look ahead, we will use our Sourcewell Master Agreement expertise and extensive customer base to deliver outstanding performance for this next contract. We will introduce both existing and new customers to Sourcewell and the benefits of cooperative purchasing. Our teams will continue to take part in Sourcewell provided meetings and trainings, together with inviting our Sourcewell Supplier Development Executive to present to the entire Cascade Team at our national sales meeting.	*

13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Cascade Engineering and its Family of Companies have been in business for over 50 years. During those 50 years, we've withstood many worldly and national economic challenges while continuing to thrive in diverse industries, focusing on sustainability and business growth. In addition, we've included Cascade's D&B report.	*
14	What is your US market share for the Solutions that you are proposing?	As a member of NWRA (National Waste and Recycling Association), Cascade participates in the Market Statistic Program, which began in 1994, and has access to this market share information. Based on submission of confidential information to an independent third party program administrator, Cascade is able to monitor its market share on a quarterly basis. Since 2012, Cascade's market share has averaged 18 to 23%.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Cascade is continually seeking opportunities in the Canadian market and will continue to focus on this market area. If awarded a contract, we will work cooperatively with Sourcewell to enhance our presence in this North American sector.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Cascade has never filed for bankruptcy.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Cascade is best described as a manufacturer and has been continuously manufacturing carts for semi and fully automated programs for over 35 years in our Grand Rapids, Michigan facility. The Cascade Cart Solutions business is a division of Cascade Engineering, Inc. As one of four current business units within the Family of Companies, we benefit from the combined efforts of the entire corporation. Being part of this established manufacturing company, operating for more than 50 years in multiple verticals, we have the advantage of leveraging expertise from centralized departments and supplier relationships. These business efficiencies are extended to our customer relationships. Cascade has a strong relationship with its sales/service force and distributor network. The Vice President of Cascade Cart Solutions and National Municipal Sales Manager communicate with team members on a daily basis to discuss opportunities, scheduling, and any concerns/challenges they may have. Members of our sales/service force are employees of Cascade Engineering, Inc. Cascade has an extensive distributor network throughout the United States and Canada. These distributors are not employees of Cascade Engineering; they are independently owned and operated businesses and work with the Regional Sales Manager in their territory to manage their customer base. The Cascade team and our distributor network work together to provide the best products, services and value to our customers via our Sourcewell Master Agreement.	*

18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Cascade carts are certified with the most up to date ANSI Standards (American National Standards Institute) that are required for the manufacturing of containers for the environmental services industry. As a leader in manufacturing, Cascade believes industry and business certifications are essential. For this reason, Cascade holds the following certifications: 1. WBE (Women's Business Enterprise) - Cascade Engineering is certified as a WBE with the Women's Business Enterprise National Council (WBENC), the nation's largest third party certifier of businesses owned and operated by women in the US. We recognize the commitment to supplier diversity that is embraced by corporations and government agencies today, and we can add diversity to your supply chain. 2. PRFC (Partners for a Racism Free Community) - The PRFC recognizes Cascade Engineering as a Credentialed Partner, their highest level of certification. We're proud to be the only Michigan manufacturer with this designation. 3. EcoVadis: As part of our commitment to society, our people and the environment, Cascade Engineering completes a thorough assessment of its business sustainability practices every year through EcoVadis, the global standard for business sustainability ratings. The EcoVadis assessment includes 21 sustainability criteria across four core themes: Environment, Labor & Human Rights, Ethics, and Sustainable Procurement. In our latest rating, which was completed January 2024, we earned a Bronze Medal, which places Cascade Engineering in the top 35% globally. 4. ANSI Z245.30-2018 and ANSI Z245.60-2018 - We ensure that our carts meet the standards set forth in ANSI Z245.30-2018 and ANSI Z245.60-2018. In fact, we set the bar for performance testing, by going beyond the standards set forth by ANSI. 5. IATF 16949:2016 (International Automotive Task Force) - Cascade Engineering is dedicated to providing quality product to customers through standardized systems and exceeding customer specific requirements. 6. ISO 14001:2015 (International Organization for Standardization) - With constant dedication to our environment, we manage environmental progress and initiatives through our Environmental Management System (EMS), which is accredited to ISO 14001:2015 Standards. 7. ISO 9001:2015 (International Organization for Standardization) - Our Quality management system is in conformance with the International Quality System Standard ISO 9001:2015. 8. ISO/IEC 17025:2017 (A2LA Accreditation) - Our dedicated, in-house team offers material analysis, problem solving, reverse engineering, development, testing, specification, selection, and replacement. From our A2LA accredited laboratory, Cascade Engineering's Materials Engineering Group (MEG) works with spectroscopy, microscopy, mechanical and thermal analysis equipment to formulate ideal material solutions. In addition to the above certifications, Cascade Engineering has a number of design and technology patents both issued and pending.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Cascade has no current or past debarments or suspensions.	*

20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Cascade has been honored to receive numerous awards that recognize our commitment to innovation, sustainability and excellence. Cascade has earned these awards by staying true to our founding principles of People, Planet, Profit. 2024: • University of Vermont Multi-Generation Family Enterprise Award • Christina Keller named Crain's Grand Rapids GR200 Most Influential Leaders • NewsWeek one of America's Greatest Workplaces for Mental Wellbeing • EcoVadis Bronze Sustainability Rating • Christina Keller, CEO of Cascade Engineering, Inc. named one of 50 most influential women in West Michigan 2023: • Outstanding Corporate Partner Award from the American Cancer Society • SPE (Society of Plastics Engineers) Body Interior Innovation Award • SPE (Society of Plastics Engineers) Grand Award • Certified B Corporation – Score of 82 2022: • General Motors Supplier Quality Excellence Award (SQEA) • GVU Foundation Leadership Award (Christina Keller) • Global Trailblazer Award from UBQ Materials • Certified B Corporation – Score of 82 2021: • Herman Miller Gold Supplier Award • Institute of Scrap Recycling Industries (ISRI) Design for Recycling Award for EcoCart • Inducted into Sustainable Business Hall of Fame • General Motors Supplier Quality Excellence Award (SQEA) • Certified B Corporation – Score of 141 • Award of Recycling Excellence – Michigan Recycling Coalition 2020: • Christina Keller, CEO of Cascade Engineering, Inc. named one of 50 most • influential women in West Michigan • Fred Keller, Founder and Chairman of the Board of Cascade Engineering, Inc. • received the MSW Management's Legacy Award • Herman Miller Gold Supplier Award	*
21	What percentage of your sales are to the governmental sector in the past three years?	In the past 3 years, approximately 35% of Cascade's annual sales are to the governmental sector.	*
22	What percentage of your sales are to the education sector in the past three years?	In the past 3 years, approximately 3% of Cascade's annual sales are to the education sector.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Cascade is an awarded vendor on the following national and regional cooperative purchasing contracts with the following annual sales volumes for the past three years (2021-2023): Sourcewell 2021 - $4,444,864 2022 - $6,009,787 2023 - $9,266,994 Three Year Total - $19,721,645 Massachusetts Dept. Environmental Protection 2021 - $601,979 2022 - $2,366,683 2023 - $1,478,886 Three Year Total - $4,447,548 Houston-Galveston Area Council of Governments 2021 - $950,401 2022 - $772,088 2023 - $539,233 Three Year Total - $2,261,722	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Cascade Engineering does not hold any GSA or Standing Offers and Supply Arrangements.	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Syracuse, NY	Ann Fordock	315-448-2489	*
Hillsborough County, FL	Shane Marco	813-663-3256	*
City of Grand Rapids, MI	James Hurt	616-456-3312	*
City of Oklahoma City, OK	James Linn	405-297-2464	

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Cascade's sales team is led by our Vice President and National Municipal Sales Manager. Supporting team members also include: • Municipal Contract Manager • Seven Regional Sales Managers • Four Customer Relations Team Members • Field Services Manager • Field Services Supervisor • Field Services Supervisor Coordinator • Distributor Network Our team is ready to deliver exceptional results to the Sourcewell participating entities across the United States and Canada. Our primary sales and Customer Relations offices are based in Michigan. Our Regional Sales Managers and distributor offices are located across the United States and Canada.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Cascade has a growing distributor network throughout the United States and Canada to support the Sourcewell participating entities. A Cascade distributor has access to the full suite of Cascade's Products and Services available on the Sourcewell Master Agreement with the ability to inventory product, sell, and distribute to Sourcewell participating entities. Additionally, our distributors are invited to attend local and regional trainings, with their Cascade Regional Sales Manager, that are provided by Sourcewell. Some of our distributor locations include: Quebec, Arizona, Connecticut, Indiana, Iowa, Kansas, Kentucky, Massachusetts, Michigan, Missouri, New Jersey, New York, Nebraska, North Dakota, Ohio, Pennsylvania, South Dakota, Texas, and Washington.	*

28	Service force.	Cascade directly employs the following full-time sales/service personnel located at the manufacturing facility in Grand Rapids, MI. This group works together to manage products and process orders. • Products & Services Group: o Customer Relations Supervisor o Customer Relations Team Members • Scheduling & Logistics Team: o Scheduler o Logistics/Traffic Manager o Traffic Coordinator o Shipping & Receiving Lead & Shipping/Receiving Technicians • Technology Group – A technology team with expertise in the following areas: o Product Development o Business Development o Project Leader o Business Analyst o Marketing Analyst • Operations Group – A services team comprised of the following individuals: o Operations Manager o Sales Manager o Quality Engineer • Services Team comprised of the following: o Field Services Manager o Field Services Supervisor o Field Services Supervisor Coordinator • Each Field Services Crew includes: o Team Leader o Field Service Drivers o Field Service Yard Workers o Field Service Crew Leader o Customer Service Representative Cascade utilizes multiple distributors throughout the U.S. and Canada, each employing their own sales team. Cascade has attended sales meetings at the distributor locations to promote our Sourcewell Master Agreement.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Sourcewell participating entities can submit order requests through all sales channels – Cascade Regional Sales Manager; Cascade Customer Relations Team Member or Cascade's distributor network. Cascade's Regional Sales Managers, Distributors, and Customer Relations Team work together to ensure the customer's needs are met in a timely manner. Here is a general outline of the order process when an inquiry is submitted by a Sourcewell participating entity: 1. Cascade team member prepares a quotation based on the product(s) requested, then sends the quote to the Sourcewell participating entity. 2. Sourcewell participating entity submits either a written PO or a signed quotation to Cascade. 3. Final artwork, labeling, and colors are finalized and approved by Cascade and the Sourcewell participating entity. 4. The order is sent to Cascade's manufacturing team for scheduling & production. 5. Carts are produced and normally ship within 4-weeks after receipt of order and final approved artwork. 6. Cascade logistics team contacts Sourcewell participating entity to schedule delivery. 7. Order is delivered to Sourcewell participating entity. 8. Sourcewell participating is invoiced.

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	At Cascade, we take pride in what we do and the customers we do it for. Our customer service program is designed to deliver the highest quality support, ensuring customer satisfaction at every step. When a customer makes an initial inquiry, whether to a Regional Sales Manager or to a Customer Relations Team Member, the process is as follows: • The Customer inquiry is acknowledged within one business day. o Standard requests such as shipment and product updates are addressed within 24-hours o For complex cases that require additional resources such as the quality team, engineering, etc., the customer will be updated on the progress until the matter is resolved – typically within 24 – 48 hours. • Collaborate with the proper teams on a resolution; communicate with the customer and enact the plan. • Follow up with the customer to ensure the inquiry is properly resolved and the customer is satisfied. As a manufacturer of our own product lines, we have the ability to control our own supply chain and component lead times. Additionally, Cascade employees follow our quality policy manual to ensure that all products are being manufactured to the highest standards. As an incentive to make high quality products, Cascade offers a Cost of Quality / Continuous Improvement (COQ/CI) program to its employees.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Cascade strives, day after day, to manufacture products that go above and beyond and we are fully committed to providing high-quality products and exceptional services to all Sourcewell participating entities in the United States. As one of four current business units within the Family of Companies, we benefit from the combined efforts of the entire corporation. Being part of this established manufacturing company, operating for more than 50 years in multiple verticals, we have the advantage of leveraging expertise from centralized departments and supplier relationships.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Cascade strives, day after day, to manufacture products that go above and beyond and we are fully committed to providing high-quality products and exceptional services to all Sourcewell participating entities in Canada. As one of four current business units within the Family of Companies, we benefit from the combined efforts of the entire corporation. Being part of this established manufacturing company, operating for more than 50 years in multiple verticals, we have the advantage of leveraging expertise from centralized departments and supplier relationships.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Cascade will fully service all geographic areas of the United States and Canada through this proposed Master Agreement.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	Cascade will fully service all Sourcewell participating entity sectors through this proposed Master Agreement.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Cascade does not have any specific contract requirements or restrictions that would apply to participating entities in Hawaii, Alaska, and in US Territories.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, Cascade will extend the terms of our awarded master agreement to nonprofit entities.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	The Cascade marketing plan will utilize traditional and modern marketing techniques to effectively promote the Sourcewell Master Agreement. Key components of our plan will include: • National Trade Shows o Attend multiple national tradeshows displaying the Sourcewell banners and promoting Sourcewell marketing materials in our booth. • Regional Trade Shows o Regional Sales Managers attend regional tradeshows displaying the Sourcewell banners and promoting Sourcewell marketing materials in our booth. • Social Media o LinkedIn, Facebook, and YouTube • Digital Media o Direct links to Sourcewell on Cascade Website o Email Marketing • Sourcewell is included in the footer of Cascade employee email signatures. • Direct email marketing blasts • Advertising and promoting Sourcewell in National Industry Publications	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Engaging our social media channels will be a crucial part of our marketing strategy in promoting the Sourcewell Master Agreement. Platforms such as Facebook and LinkedIn will be used to highlight our products, services and Sourcewell Master Agreement. In addition to Facebook and LinkedIn, we use digital ads: email blasts and direct links on the Cascade website. To track this data, Cascade uses Google Analytics, GA4, to track data so that we can make informative decisions on future digital media marketing campaigns.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Sourcewell's role in promoting the resulting Master Agreement from this RFP should be to communicate the award of the Master Agreement to all current participating entities via the Sourcewell website, emails, or social media announcements. At Cascade, our expectation is that the integration of the Sourcewell Master Agreement will be seamless, as the Cascade Sales Team is very familiar with Sourcewell and its benefits. The National Municipal Sales Manager and Vice President of Cascade Cart Solutions will continue to: • Promote and re-emphasize the benefits of utilizing Sourcewell • Encourage both Cascade team members as well as our sales partners to attend Sourcewell trainings such as "Sourcewell University" • Work with our Sourcewell Supplier Development Executive on other ways Cascade can be better utilizing the power of the Sourcewell Master Agreement	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Due to the unique nature and customization of our products, Cascade currently does not use an e-procurement ordering system. Sourcewell participating entities can browse products online with Buy Sourcewell. Orders can be submitted to Cascade in a variety of ways, including email, fax, and mail.	*

Table 5A: Value-Added Attributes (100 Points)

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	As needed, Cascade will provide training on its line of solid waste and recycling carts and other products offered in our response. In addition, we also offer the following: • Pilot Programs – Design and Implementation • Service Centers – Design, Set-up and Training • Technology Products Training	*

42	Describe any technological advances that your proposed Solutions offer.	At Cascade, we believe that sustainability drives innovation, and the technologies that we have developed allow our customers to become more sustainable. Evolution Series: • We put space optimization first when developing the Evolution Series carts, allowing for lower shipping costs by improving upon the physical footprint of our 96-gallon cart and increasing its stack height. Evolution Series carts also reduce the number of trucks on the road, fuel consumption, and CO2 emissions. As a result, our customers can maximize value on their cart spending while minimizing their carbon footprint. Also available with up to 50% recycled material throughout, the Evolution Series cart is a living example of our triple bottom line – People, Planet, and Profit. EcoCart: • EcoCart is the world's first cart made from Post-Consumer Recycled (PCR) material picked up at the residential curbside. • Up to combined 50% total PCR (including 10% recovered curbside PCCR) depending on color Additional technological advances include: • Composite Lower Bar • RFID • Suite of technology products and services	*
43	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Green initiatives fall right in line with Cascade’s founding principles of People, Planet, Profit. Cascade’s green initiatives include: • Cascade Container Buy Back Program – We’ve dedicated our time and energy to creating a closed loop system, where products are recycled at the end of their useful life. At the same time, we’ve invested heavily in our manufacturing methods, ensuring that using recycled content doesn’t diminish performance or durability one bit. On top of our sustainability goals, we help our customers reach theirs by recovering and recycling containers – and not only our own! We’ll recover any brand of HDPE injection-molded containers and upcycle them into new products. • Freight Reduction – Cascade works with a variety of freight partners to consolidate small loads from shipping individually to shipping together on one truck. This reduces the number of trucks on the road, fuel consumption, and CO2 emissions. • Evolution Series – Wee put space optimization first when developing the Evolution Series carts, allowing for lower shipping costs by improving upon the physical footprint of our 96-gallon cart and increasing its stack height. Evolution Series carts also reduce the number of trucks on the road, fuel consumption, and CO2 emissions. As a result, our customers can maximize value on their cart spending while minimizing their carbon footprint. Also available with up to 50% recycled material throughout, the Evolution Series cart is a living example of our triple bottom line – People, Planet, and Profit. • Zero Waste to Landfill Organization since 2010. All Cascade locations are zero waste to landfill. • Certified B Corporation from 2011-2023. This is certified by B Lab, a non-profit for businesses. • EcoVadis Rated from 2024-present. The EcoVadis assessment includes 21 sustainability criteria across four core themes: Environment, Labor & Human Rights, Ethics, and Sustainable Procurement. In our latest rating, which was completed in January, 2024, Cascade earned a Bronze Medal. This places Cascade in the top 35% globally.	*

44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Cascade believes that industry and business certifications are important in being a leader in manufacturing. For this reason, Cascade holds the following certifications: • EcoVadis – As part of our commitment to society, our people and the environment, Cascade Engineering completes a thorough assessment of its business sustainability practices every year through EcoVadis, the global standard for business sustainability ratings. The EcoVadis assessment includes 21 sustainability criteria across four core themes: Environment, Labor & Human Rights, Ethics, and Sustainable Procurement. In our latest rating, which was completed January 2024, we earned a Bronze Medal, which places Cascade Engineering in the top 35% globally. • IATF 16949:2016 (International Automotive Task Force) Certified – Cascade Engineering is dedicated to providing quality product to customers through standardized systems and exceeding customer specific requirements. • ISO 14001:2015 (International Organization for Standardization) Certified – With constant dedication to our environment, we manage environmental progress and initiatives through our Environmental Management System (EMS), which is accredited to ISO 14001:2015 Standards. • ISO 9001:2015 (International Organization for Standardization) Certified – Our Quality management system is in conformance with the International Quality System Standard ISO 9001:2015. • ISO/IEC 17025:2017 Certified (A2LA Accreditation) – Our dedicated, in-house team offers material analysis, problem solving, reverse engineering, development, testing, specification, selection, and replacement. From our A2LA accredited laboratory, Cascade Engineering's Materials Engineering Group (MEG) works with spectroscopy, microscopy, mechanical and thermal analysis equipment to formulate ideal material solutions.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Our Family of Companies serves a myriad of industries, but shares a cross-functional mindset. This means the people innovating for the automotive, furniture, and material handling industries also share their best ideas with our team. These include manufacturing processes, sustainable strategies, business efficiencies, and emerging technologies. By applying shared ideas where they make sense, we empower your business in remarkable ways. The following unique attributes differentiate Cascade from other cart manufacturers: • WBE Certified (Women Business Enterprise) – Cascade is the only M/WBE cart manufacturer in the United States. This is a vehicle that allows Sourcewell participating entities to meet their M/WBE requirements and goals. • EcoVadis – As part of our commitment to society, our people and the environment, Cascade Engineering completes a thorough assessment of its business sustainability practices every year through EcoVadis, the global standard for business sustainability ratings. The EcoVadis assessment includes 21 sustainability criteria across four core themes: Environment, Labor & Human Rights, Ethics, and Sustainable Procurement. In our latest rating, which was completed January 2024, we earned a Bronze Medal. This places Cascade Engineering in the top 35% globally. • ANSI Z245.30-2018 and ANSI Z245.60-2018 Certified – As a member of the Standard Development Subcommittee that drafted the ANSI standards, our carts meet both standards set forth in ANSI Z245.30-2018 and ANSI Z245.60-2018. In fact, we set the bar for performance testing, by going beyond the standards set forth by ANSI. • Evolution Series – We put space optimization first when developing the Evolution Series carts, allowing for lower shipping costs by improving upon the physical footprint of our 96-gallon cart and increasing its stack height. Evolution Series carts also reduce the number of trucks on the road, fuel consumption, and CO2 emissions. As a result, our customers can maximize value on their cart spending while minimizing their carbon footprint. Also available with up to 50% recycled material throughout, the Evolution Series cart is a living example of our triple bottom line – People, Planet, and Profit. • EcoCart – Cascade manufactured the first cart made from recycled PCCR picked up at the residential curbside. Cascade Engineering has been actively recycling our product at the end of its useful life and incorporating as much PCR as possible in the production of products. Historically, Cascade and other cart manufacturers buy back carts at the end of their life cycle and re-introduce the material into manufacturing of new carts. While this process is a triple bottom line action that we are very proud of, it does not impact the challenges in the residential recycling market today. For this reason, we set out to find a method to utilize plastic materials that were recovered from curbside recycling programs in the manufacture of our carts. We have put significant investment in achieving this goal and have been successful in developing the first cart on the market to contain curbside PCR. Through the manufacture of the EcoCart, containing 10% curbside PCR directly out of curbside recycling programs and into our carts, we are helping to create domestic demand for curbside plastics one cart at a time.	

- RFID Integration – Cascade led the industry as the only cart manufacturer to install RFID tags as standard equipment on each cart that is manufactured in our facilities. All carts are factory equipped with an RFID tag that is capable of collecting data on the container's use.

- In-mold Labeling – Our unique in-mold graphic process allows full color images to be molded directly into the lid, creating a permanent, fade-resistant bond that cannot be scratched off or damaged. In-mold graphics can be used to display safety or care instructions, disposal and/or recycling directions, logos, and municipal logos. Cascade also offers the largest in-mold label in the industry (9.5" x 14.5").

- Composite Lower Bar – Cascade uses a composite lower bar that has been proven to be 3.4 times stronger that hollow steel retention bars. It has a "one way" mounting feature and has been designed so it requires no rivets, screws or push pins to hold it in place.

- Recycling Products – Cascade offers a complete line of in-home, business, and curbside recycling bins.

- Pink Carts (in cooperation with the American Cancer Society) - In 2009, inspired by one employee's personal story, Cascade started the pink cart program for the purpose of raising awareness and funds in the fight against breast cancer. The carts display the American Cancer Society's ® Making Strides Against Breast Cancer trademarked ribbon logo on the side. There is also a custom in-mold lid label with tips on maintaining good breast health and the importance of early detection of breast cancer as well as information about the American Cancer Society's (ACS) services. A portion of each cart sale goes to support the ACS's breast cancer awareness programs. In the past seven years, we have rolled over 160,000 Pink Carts to the curb across North America and raised over $800,000 for the cause. Visit www.thepinkcart.com for more information.

- Pilot Program Opportunities – Cascade recognizes that sometimes customers are unsure if they want or need to implement a cart program. In such instances, Cascade will work with the customer to develop a pilot program which demonstrates the benefits of curbside collection and allows the customer to "try out" our carts. Generally, a monthly rental fee is charged for the duration of the pilot program. A pilot route will be determined and program start and end dates will be agreed upon. Other parameters of the agreement will be determined and Pilot Program Agreement will be executed by both parties.

- Cart Buy Back Program – Cascade is committed to environmental sustainability, helping companies and municipalities reduce their carbon footprint by recycling carts at the end of their useful life. We will recover any brand of HDPE injection molded carts and recycle bins, grind them into flake material and re-pelletize the material which then will be used in new containers made using our co-injection process. We are committed to this closed loop system and will work closely with the customer to take back containers in the most efficient way possible.

- ISO 9001:2015 – Cascade Engineering was the first U.S. based cart manufacturer to be ISO9001 registered, which is a standardized quality system recognized internationally and ensures quality products, timely delivery, and superior service.

- ISO 14001:2015 – We manage environmental progress and initiatives though our Environmental Management System which is accredited to ISO14001 standards.

- ISO/IEC 17025:2017 (A2LA Accreditation) – Our dedicated, in-house team offers material analysis, problem solving, reverse engineering, development, testing, specification, selection, and replacement. From our A2LA accredited laboratory, Cascade Engineering's Materials Engineering Group (MEG) works with spectroscopy, microscopy, mechanical and thermal analysis equipment to formulate ideal material solutions.

46	Describe advancements reflected in the equipment or products offered such as safety, longevity or life cycle cost measures.	Product development at Cascade Engineering is a disciplined process that's integral to our daily operation. Powered by creativity and a passion for problem solving, we design and develop large parts, complex designs, aesthetic finishes, structural performance, and sustainable materials. Not only do we work closely with our customers to engineer and manufacture their designs, we also design, manufacture, and market our own products. Material - The material makes a difference. That's why our dedicated, in-house team offers material analysis, problem solving, reverse engineering, development, testing, specification, selection, and replacement. From our laboratory that's certified to A2LA standards, our Material Engineering Group (MEG) works with spectroscopy, microscopy, mechanical, and thermal analysis equipment to formulate ideal material solutions. ANSI Z245.30-2018 and ANSI Z245.60-2018 Certified - We ensure that our carts meet the standards set forth in ANSI Z245.30-2018 and ANSI Z245.60-2018. In fact, we set the bar for performance testing, by going beyond the standards set forth by ANSI. Safety - Cascade's carts have safety reminders molded into the lid of each cart such as "Do not roll cart with lid open" and "Do not overload or you may have difficulty controlling the cart." These warnings come from experience and are designed to promote safe handling of the cart.	*
47	Describe your organization's approach to the collection, storage, usage, ownership, protection, access, and rights of customer data that is gathered in the normal course of doing business.	Cascade collects data through mobile devices, web interfaces, application integration, and data transfers. This data is stored in secure, cloud based databases and in on premise storage devices. The data is used to monitor current status, perform service verification, identify operational efficiencies, improve customer service, focus marketing, identify organizational efficiencies, verify service usage, perform historical analysis, perform trend analysis, develop innovative solid waste management programs, and more. We continue to invest in innovation to improve our solutions to better meet the market's needs. The data is owned by the customer and the customer has exclusive rights to their data.	*
48	Describe how your offering encourages/facilitates increased participation and efficiencies in recycling and diversion programs.	At Cascade, we've dedicated our time and energy to creating a closed loop system, where products are recycled at the end of their useful life. At the same time, we've invested heavily in our manufacturing methods, ensuring that using recycled content doesn't diminish performance or durability one bit. Cascade's carts are: • User friendly – the easiest to maintain in the industry • Durable with improved safety features • Easy to roll to the curb On top of our sustainability goals, we help Sourcewell participating entities reach theirs by recovering and recycling containers – and not only Cascade branded carts. We'll recover any brand of HDPE injection-molded containers and upcycle them into new products. We believe in a circular economy. One where products are developed for long-term use and designed with end of life in mind. Using a strategy of extended producer responsibility, we're empowering your business today, while sustaining the world for generations to come. It's a win-win, for everyone involved.	*

49	Identify if your offered technology solutions are available through mobile device applications and with which operating systems they are compatible.	Cascade Cart Solutions provides a variety of technology and container tracking options to suit your needs, helping to bring visibility to your operations. These solutions include: Asset Management - CartLogic™: CartLogic™, designed for you by Cascade Cart Solutions, is a web-based, cloud-managed asset management solution for tracking, maintaining and reporting on your entire cart fleet. Now you can see your cart data from production to the curb, and efficiently manage those assets throughout their useful lives. The CartLogic™ application is available for Android and iOS platforms As an online tool and mobile solution, CartLogic™ manages cart service and location information using RFID (radio frequency identification) technology, GPS systems and cloud computing. Each time a delivery, swap, repair, or removal is made the cart's RFID tag is scanned (or a serial number is entered) and the cart's location and type of service provided is recorded, generating a service history log for each cart in your fleet. This information synchronizes with CartLogic™ and the cloud-based platform, storing all cart inventory data conveniently online. Your cart inventory and service information will be: • Managed in one place • Available in real-time from anywhere through your preferred Internet-enabled device (desktop, laptop, tablet, smart phone) • Accessible to multiple employees within your team simultaneously Automatically compiled into downloadable electronic reports to increase inventory transparency and account for services rendered • Cloud-managed, allowing us to bring you data security and automatic updates without hard installation of hardware/software or scheduled maintenance downtime Cart Production: • RFID Integration – Cascade is the only cart manufacturer to install RFID tags as standard equipment on each cart that is manufactured in our facilities. All carts are factory equipped with an RFID tag that is capable of collecting data on the container's use. The benefits of RFID tags at the point of production are: o Information on production data – a.k.a. "birth certificate" o Percent of content mix o Press manufacturing information – date/time o When/where it shipped Cart Curbside Assembly and Delivery: With the use of handheld mobile readers, we are able to provide the following: • Assigning a cart ID to an address location • Provide cart and customer delivery list to create master customer list • Provide GPS container coordinates to create route information • Ability to take photos of deliveries Curbside Collection: Through partnerships with 3rd party software companies, collection vehicles can be outfitted with a RFID reading equipment to provide them with the ability to collect information at each pick up and transmit collection data to their back office. As collection vehicles lift the smart container, the RFID equipment reads the RFID tag, which is linked to a customer account while recording the time and GPS location of pick up. With this technology, we can help you better service your customer and make your business more efficient by: • Confirming collections – collection verification – and reducing Missed Pick Ups (MPUs) • Measuring of recycling participation • Generating information on waste and recycling for the customer • Determining participation rates and landfill diversion • Maximizing profits for waste and recycling	*

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
50	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		(●) Yes ( ) No	Cascade Engineering is certified as a WBE with the Women's Business Enterprise National Council (WBENC), the nation's largest third party certifier of businesses owned and operated by women in the US. We recognize the commitment to supplier diversity that is embraced by corporations and government agencies today, and we can add diversity to your supply chain.	*
51		Minority Business Enterprise (MBE)	( ) Yes (●) No	Cascade is not a certified MBE.	*
52		Women Business Enterprise (WBE)	(●) Yes ( ) No	Cascade Engineering is certified as a WBE with the Women's Business Enterprise National Council (WBENC), the nation's largest third party certifier of businesses owned and operated by women in the US. We recognize the commitment to supplier diversity that is embraced by corporations and government agencies today, and we can add diversity to your supply chain.	*
53		Disabled-Owned Business Enterprise (DOBE)	( ) Yes (●) No	Cascade is not a certified DOBE.	*
54		Veteran-Owned Business Enterprise (VBE)	( ) Yes (●) No	Cascade is not a certified VBE.	*
55		Service-Disabled Veteran-Owned Business (SDVOB)	( ) Yes (●) No	Cascade is not a certified SDVOB.	*
56		Small Business Enterprise (SBE)	( ) Yes (●) No	Cascade is not a certified SBE.	*
57		Small Disadvantaged Business (SDB)	( ) Yes (●) No	Cascade is not a certified SDB.	*
58		Women-Owned Small Business (WOSB)	( ) Yes (●) No	Cascade is not a certified WOSB.	*

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
59	Describe your payment terms and accepted payment methods.	Cascade's payment terms are net 45 days. Cascade offers a 1% discount if paid within 10 days. Acceptable payment methods include check, ACH transfer, or credit card through the CASCADENGPAYNOW portal (fees may apply).	*
60	Describe any leasing or financing options available for use by educational or governmental entities.	Cascade, together with our partner NCL Government Capital (NCL), offer flexible leasing and financing options tailored specifically for educational and governmental entities, providing budget-friendly solutions to meet their unique needs. While funding isn't always available, partnering with NCL allows agencies to get the equipment they need now through manageable installment payments that come from their operating budget.	*

61	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	When an inquiry is submitted by a Sourcewell participating entity, a Cascade team member will prepare a quotation based on the product(s) requested. This quote is then sent to the Sourcewell participating entity. After the artwork is approved, products are manufactured, and order has been delivered, an invoice is generated and sent to the Sourcewell participating entity.	*
62	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Cascade accepts the P-card procurement system and payment process at no additional cost to Sourcewell participating entities.	*
63	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	We have provided a detailed price list for all products and services that is arranged in six sections: 1. Cascade Carts 2. Commercial Containers 3. Specialty Bins and Containers 4. Lifters 5. Technology and Services 6. Spare Cart Parts Our line item pricing is a ceiling price model that gives us the flexibility to price competitively while allowing our distributor network to utilize the Sourcewell Master Agreement. Because most all products that are offered by Cascade are customizable, there is not a SKU system.	*
64	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Cascade's price discounts range from 5% to 25%.	*
65	Describe any quantity or volume discounts or rebate programs that you offer.	Cascade will offer quantity or volume discounts based on the scope, size, and parameters of individual projects.	*
66	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Cascade will quote sourced products and/or services at the time of order. Freight charges will be passed along to participating entities at Cascade's cost.	*
67	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Pricing does not include freight or unloading of product. When freight is included in the quote it will only include delivery to the customer's dock or location and does not include unloading. When quoting freight and the optional assembly and delivery pricing, then products would qualify for "Total Cost of Acquisition". Some of the Technology products may require installation, training or inspection. Pricing for these services will vary based on the range of services requested as well as the size and scope of the project. If this is required, a quote will be provided at time of inquiry.	*
68	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Pricing quoted for Sourcewell participating entities is freight on board (FOB) manufacturer. Cascade partners with multiple freight and shipping carriers, thus allowing us to find the most competitive and timely shipping option for our customers. Once an order is produced, the shipping carrier contacts customer to schedule a delivery date and time. Once the carrier delivers the product, the customer is invoiced for both the product and the freight	*
69	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Pricing quoted for Sourcewell participating entities is freight on board (FOB) manufacturer. Cascade partners with multiple freight and shipping carriers, thus allowing us to find the most competitive and timely shipping option for our customers. For example, long-haul shipments to Alaska may be shipped by rail or tractor-trailer. Cascade's logistics team will seek the most cost effective and timely rate that meets the participating entities' needs.	*
70	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Cascade offers over 35 years' experience manufacturing and managing cart assembly, distribution, and recovery projects with a wide variety of scopes and sizes. From 50 to over 300,000 carts, franchise to subscription markets, single or multiple cart sizes, single or multiple waste streams, we have managed projects with every level of diversity. Since 2008, Cascade has managed the assembly and distribution of over 10 million carts, serving over 1,000 communities. Additionally, Cascade works with a variety of freight partners to consolidate small loads from shipping individually to shipping together on one truck. This reduces the number of trucks on the road, fuel consumption, and CO2 emissions.	*

71	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	If awarded a Master Agreement, the management and administration of the contract will be the responsibility of the National Municipal Sales Manager. They will be responsible for: • Assisting in and providing quotes to the sales team and customers based on Sourcewell Master Agreement pricing. • Working closely with the Municipal Contract Manager to ensure accurate reporting and submission of required Quarterly Sales Reports. • Authorizing Cascade's Accounting Department to remit payment of administrative fees to Sourcewell. • Monitoring product line offerings and pricing and submitting Product and Price Change Requests for approval as necessary As a past and current contract awarded vendor, Cascade has met all the requirements of reporting and payment per our contract and has not been negligent on any reporting.	*
72	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	A few examples of how Cascade will measure success with the Sourcewell Master Agreement are: • Leads generated from Sourcewell target marketing. • Leads converted to successful Sourcewell participating entity sales. • Quarterly Sourcewell sales reports.	*
73	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Cascade proposes to pay a 2% administrative fee to Sourcewell on products and services purchased under the Sourcewell Master Agreement. Cascade would like the opportunity to negotiate with Sourcewell a reduced administrative fee for larger opportunities.	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
74	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Unless contractually obligated otherwise.	*

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *
75	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	Waste & Recycling, Organics, and Green Waste Carts: Cascade's injection molded carts have performed in the industry since 1989, and are designed to meet the standards and criteria set forth in the American National Standard ANSI Z245.60-2018 – Waste Containers-Compatibility Dimensions. Cascade's carts are designed for exceptional performance, durability, and functionality. Backed with a ten year warranty, Cascade's carts are guaranteed to the highest standards, meeting or exceeding all ANSI requirements for safety, compatibility, and performance. Our carts are compatible with all ANSI approved automated and semi-automated lifting systems. The Cascade Cart comes in three standard sizes – 35, 64 and 96 gallon. Optional 48-gallon sizes are also available. • All containers have RFID tags installed during the manufacturing process to assist in cart tracking both at the factory level and the customer level. • Factory installed lower lift bar in the cart allows economies of scale in freight charges, no hassle of installing the lift bar when the carts arrive on-site, faster residential set-outs because the crews no longer have to install the bar. • As a result of the factory installed lower lift bar, the body of the organics carts is completely sealed preventing leakage. The Pink Cart: With every purchase of The Pink Cart, $5 goes directly to the American Cancer Society® to support breast cancer initiatives both locally and nationally. With over 160,000 Pink Carts rolling to curbs each week, Cascade has helped provide ACS with over $800,000 in funds.

Assembly & Delivery Program:
Cascade's assembly & delivery program includes detailed project planning, and professional curbside delivery to your residents. Whether you're looking for basic assembly & delivery, or simultaneous assignment of carts to addresses, we will provide you with most efficient and coordinated process. We have the ability to deliver 1000 carts per day per crew. No matter how large or small the job, we can flex our team to meet your needs. We provide:

- Dedicated crews and equipment
- On-site program management
- Monday through Saturday dawn to dusk deliveries
- Delivery of literature with each cart
- Electronic assigning of assets to addresses
- Managing of inventory
- Web based daily reporting

Cart Reclamation/Recovery Success:
Cascade understands the successful recovery of a residential cart program is equally as critical as a curbside rollout program. Cascade has experience in managing the recovery of over 250,000 carts annually. Because each recovery project is different, Cascade builds a customized recovery plan with each customer. Each cart recovered will be recorded and a recovery list will be provided to the customer. At a minimum, Cascade will:

- Recover the carts
- Grade the carts for scrap or reuse
- Disassemble and stack the carts
- Load the carts for recycling
- Salvage parts for reuse

Technology:
Cascade Cart Solutions provides a variety of technology and container tracking options to suit your needs, helping to bring visibility to your operations. These solutions include:

- Asset Management - Cart Logic™:
  - o CartLogic™, designed for you by Cascade Cart Solutions, is a web-based, cloud-managed asset management solution for tracking, maintaining and reporting on your entire cart fleet. Now you can see your cart data from production to the curb, and efficiently manage those assets throughout their useful lives.
  - o As an online tool and mobile solution, CartLogic™ manages cart service and location information using RFID (radio frequency identification) technology, GPS systems and cloud computing. Each time a delivery, swap, repair, or removal is made the cart's RFID tag is scanned (or a serial number is entered) and the cart's location and type of service provided is recorded, generating a service history log for each cart in your fleet. This information synchronizes with CartLogic™ and the cloud-based platform, storing all cart inventory data conveniently online.

- RFID Truck Management:
  - o End to end RFID collection management solutions
  - o Customized solutions based on truck fleet and cart inventory size
  - o Available in real-time from anywhere through your preferred Internet-enabled device (desktop, laptop, tablet, smart phone)
  - o Accessible to multiple employees within your team simultaneously Automatically compiled into downloadable electronic reports to increase inventory transparency and account for services rendered
  - o Cloud-managed, allowing us to bring you data security and automatic updates without hard installation of hardware/software or scheduled maintenance downtime

76	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	In addition to the products and solutions offered in Answer 75, subcategories of solutions would be considered: Recycle Bins: • Sizes 14, 16, 18, 21, & 24 Gallon Deskside / Office / Home Bins: • 3 Gallon Deskside Recycler • 14, 28, and 41 Quart Wastebasket • 6 Gallon Multi-Recycler • 16, 20 and 23 Gallon Waste Watcher Commercial Front End Load Plastic Containers: • 2, 3, 4, 6 and 8 Yard Size Containers Commercial Rear Load Plastic Containers: • 2 and 3 Yard Size Containers Lifters: • Rotary Actuator and Cylinder Style Lifters • Custom solutions to meet the customers' needs	*

Table 8B: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
77	Residential, commercial, and institutional-sized refuse and recycling containers, collection bins, dumpsters, and carts of principally non-metallic composition	(•) Yes ( ) No	Cascade residential refuse & recycling containers come in three standard sizes - 35, 64 and 96 - gallon. Optional 48-gallon sizes are also available. Recycle Bins: • Sizes 14, 16, 18, 21, & 24 Gallon Deskside / Office / Home Bins: • 3 Gallon Deskside Recycler • 14, 28, and 41 Quart Wastebasket • 6 Gallon Multi-Recycler • 16, 20 and 23 Gallon Waste Watcher Commercial Front End Load Plastic Containers: • 2, 3, 4, 6 and 8 Yard Size Containers Commercial Rear Load Plastic Containers: • 2 and 3 Yard Size Containers	*
78	Lift and tipping solutions for stationary carts and dumpsters	(•) Yes ( ) No	Lifters • Rotary Actuator and Cylinder Style Lifter • Custom solutions to meet the customer's needs	*

79	Maintenance, repair, and similar services of containers	(•) Yes ( ) No	Container Maintenance & Management Less downtime. More satisfied customers. That's the goal we help you achieve. Our team can work with you to establish a Service Center, right at your location. From curbside distribution, to inventory of new and refurbished carts, to repair activities and eventual recycling, we take care of all activities related to your residential cart base, so you can focus on your collection and processing operations. Service Centers Managing your entire cart base from new delivery to end of life recovery and recycling is the most cost effective way to streamline your operations and increase profits for your department. But we know that's a stretch while budgeting and balancing your team. That is why we offer total cart management through hassle-free, onsite Cascade Service Centers. Let us handle your: • Permanent residential and commercial cart work order management • Deliveries • Swaps • Cart Inspections • Cart Washing • Repairs • Removals • Cart inventory management via RFID and mobile apps Recovery and recycling of carts	*

80	Technology solutions related to the management of, planning for, and/or processes related to collection of refuse and recycling materials solutions described in line 77-79, above.	(•) Yes ( ) No	Technology: Cascade Cart Solutions provides a variety of technology and container tracking options to suit your needs, helping to bring visibility to your operations. These solutions include: • Asset Management - Cart logic™: o Cartlogic™, designed for you by Cascade Cart Solutions, is a web-based, cloud-managed asset management solution for tracking, maintaining and reporting on your entire cart fleet. Now you can see your cart data from production to the curb, and efficiently manage those assets throughout their useful lives. o As an online tool and mobile solution, Cartlogic™ manages cart service and location information using RFID (radio frequency identification) technology, GPS systems and cloud computing. Each time a delivery, swap, repair, or removal is made the cart's RFID tag is scanned (or a serial number is entered) and the cart's location and type of service provided is recorded, generating a service history log for each cart in your fleet. This information synchronizes with Cartlogic™ and the cloud-based platform, storing all cart inventory data conveniently online. • RFID Truck Management: o End to end RFID collection management solutions o Customized solutions based on truck fleet and cart inventory size o Available in real-time from anywhere through your preferred Internet-enabled device (desktop, laptop, tablet, smart phone) o Accessible to multiple employees within your team simultaneously Automatically compiled into downloadable electronic reports to increase inventory transparency and account for services rendered o Cloud-managed, allowing us to bring you data security and automatic updates without hard installation of hardware/software or scheduled maintenance downtime	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - Cascade Pricing - Sourcewell 12-24.pdf - Tuesday December 03, 2024 12:52:41
- Financial Strength and Stability - Cascade Financial Strength & Stability - Sourcewell 12-24.pdf - Tuesday December 03, 2024 10:56:51
- Marketing Plan/Samples - Cascade Marketing Plan & Samples - Sourcewell 12-24.pdf - Tuesday December 03, 2024 10:57:32
- WMBE/MBE/SBE or Related Certificates - Cascade Certifications - Sourcewell 12-24.pdf - Tuesday December 03, 2024 11:01:04
- Standard Transaction Document Samples - Cascade Standard Transaction Documents - Sourcewell 12-24.pdf - Tuesday December 03, 2024 11:01:44
- Requested Exceptions - Cascade Requested Exceptions - Sourcewell 12-24.pdf - Tuesday December 03, 2024 11:01:56
- Upload Additional Document - Cascade Warranty Information - Sourcewell 12-24.pdf - Tuesday December 03, 2024 11:02:06

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Scott Downer, Vice President of Cascade Cart Solutions, Cascade Engineering, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Plastic_Refuse_Recycling_RFP_120324 Mon November 25 2024 05:22 PM	☑	2
Addendum_3_Plastic_Refuse_Recycling_RFP_120324 Fri November 8 2024 02:45 PM	☑	1
Addendum_2_Plastic_Refuse_Recycling_RFP_120324 Tue October 29 2024 05:02 PM	☑	1
Addendum_1_Plastic_Refuse_Recycling_RFP_120324 Mon October 28 2024 03:45 PM	☑	1

Cascade Engineering #120324-CEI

Pricing for contract #120324-CEI offers Sourcewell participating agencies the following discounts:

- Price discounts range from 5% to 25%.
- Cascade will offer quantity or volume discounts based on the scope, size, and parameters.
- Cascade will quote sourced products and/or services at the time of order.
- Freight charges will be passed along to participating entities at Cascade's cost.

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: CASCADE ENGINEERING, INC.

Business name: CASCADE ENGINEERING, INC.

Entity type: Corporation

UBI #: 600-505-184

Business ID: 001

Location ID: 0001

Location: Active

Location address: 5175 36TH ST SE
GRAND RAPIDS MI 49512-2009

Mailing address: 5175 36TH ST SE
GRAND RAPIDS MI 49512-2009

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Owners and officers on file with the Department of Revenue

Filter

Owners and officers	Title
BOLHOUS, KATHLEEN M	Vice President
GOLDMAN, MICHAEL	
JOHNSON, DONALD L	
KELLER, FRED P	President, Chairman of the Board
MAIER, JOSEPH P	Vice President
PETERSON, STEPHEN M	Treasurer
ROSENBACH, ROBERT	
STEPHENS, DIANNA LYNN	
TENNANT, LANCE W	Vice President
VANDE KOPPLE, RICK	
WILLIAMS, DAVID B	Vice President

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 7/11/2025 1:15:28 PM

Agenda Sheet for City Council:

Committee: PIES **Date:** 07/21/2025

Committee Agenda type: Consent

Council Meeting Date: 08/18/2025

Date Rec'd	7/16/2025		
Clerk's File #	OPR 2025-0539		
Cross Ref #			
Project #			
Submitting Dept	WATER & HYDROELECTRIC SERVICES	**Bid #**	ITB 6380-25
Contact Name/Phone	RAYLENE 509-625-7821	**Requisition #**	
Contact E-Mail	RGENNETT@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	BWILKERSON JBINGLE KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	4100 NEPTUNE WATER METERS, REGISTERS, & PARTS		

Agenda Wording

Five Year Value Blanket order for Neptune Water Meters, Registers, and Parts with Neptune Technology Group (Tallassee, AL) Not to Exceed $3,000,000.00 Annually including tax for the first year and Not to Exceed $3,250,000.00 Annually including tax for the remaining four (4) years.

Summary (Background)

ITB #6380-25 to purchase these products on an as-needed basis was issued on 5/7/25 via the City's electronic bidding portal to more than 60 contacts. One bid was received by the closing deadline on 6/2/25. Award is correspondingly recommended to Neptune Technology Group as the lowest responsive, responsible bidder. Upon Council approval, this business will be awarded a five-year value blanket.

What impacts would the proposal have on historically excluded communities?

Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers and we are committed to delivering work that is both financially and environmentally responsible. This project is specifically designed to assist low-income residents get caught up on their City utility bills.

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?

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?

This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 16,000,000.00
Current Year Cost	$ 3,000,000.00
Subsequent Year(s) Cost	$ 3,250,000.00

Narrative

Amount		Budget Account
Revenue	$ 3,250,000.00 Annually	# 4100 42430 34148 56401 11014
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Program Revenue

Is this funding source sustainable for future years, months, etc?

4100 42430 34148 56401 11014

Expense Occurrence	Recurring

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

Approvals		Additional Approvals	
Dept Head	HOPKINS, LEON	PURCHASING	PRINCE, THEA
Division Director	GENNETT, RAYLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

rgennett@spokanecity.org	lhopkins@spokanecity.org
tprince@spokanecity.org	tlester@spokanecity.org
rrpenaluna@spokanecity.org	nrussell@spokanecity.org
Scott McCormick smccormick@neptunetg.com	

Committee Agenda Sheet
Public Infrastructure, Environment & Sustainability Committee

Committee Date	7-21-25 8-13-25
Submitting Department	Water & Hydroelectric Services
Contact Name	Raylene Gennett
Contact Email & Phone	rgennett@spokanecity.org 509-625-7821
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested:
Agenda Item Name	4100 NEPTUNE WATER METERS, REGISTERS, & PARTS
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	**Summary (Background)** ITB #6380-25 to purchase these products on an as-needed basis was issued on 5/7/25 via the City's electronic bidding portal to more than 60 contacts. One bid was received by the closing deadline on 6/2/25. Award is correspondingly recommended to Neptune Technology Group as the lowest responsive, responsible bidder. Upon Council approval, this business will be awarded a five-year value blanket.

Fiscal Impact

Approved in current year budget? ☒ Yes ☐ No ☐ N/A

Total Cost: $16,000,000.00

Current year cost: $3,000,000.00

Subsequent year(s) cost: $3,250,000.00

Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue

Funding Source ☐ One-time ☒ Recurring ☐ N/A

Specify funding source: Program revenue

Is this funding source sustainable for future years, months, etc? 4100 42430 34148 56401 11014

Expense Occurrence ☐ One-time ☒ Recurring ☐ N/A

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

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

- What impacts would the proposal have on historically excluded communities?
  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 project is specifically designed to assist low-income residents get caught up on their City utility bills.

- 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?
  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?
  This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

Bid Response Summary

Bid Number	ITB 6380-25
Bid Title	Neptune Water Meters, Registers, & Parts - Annual Value Blanket
Due Date	Monday, June 2, 2025 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status	Closed to Bidding
Company	Neptune Technology Group
Submitted By	smccormick@neptunetg.com smccormick@neptunetg.com - Friday, May 30, 2025 10:16:59 AM [(UTC-08:00) Pacific Time (US & Canada)] smccormick@neptunetg.com
Comments	

Question Responses

Group	Reference Number	Question	Response
Contact			
	1	Please indicate the appropriate point of contact (including phone number and email) regarding this quote and placement of order if awarded. If these actions will not be managed by the same person, please explicitly specify all relevant contacts.	Scott McCormick 541-243-2188 smccormick@neptunetg.com
Order Placement/Approval			
	1	Award of this business is subject to City Council approval. Award of the initial agreement is anticipated in July 2025.	Acknowledged
	2	The City reserves the right to recommend award of this business however is most advantageous to the continued efficient operation of the City. This award may be split between multiple suppliers.	I agree
Award of Contract			
	1	Award of contract or purchase, when made, will be to the Bidder whose Quote/Bid is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. INTERLOCAL AND STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A QUOTE/BID. Any order resulting from award will be submitted by Purchasing. Unsuccessful Bidders will not automatically be notified of Quote/Bid results.	I acknowledge and agree
Value Blanket Terms			
	1	The Value Blanket Order awarded from this ITB will be for a five (5) year period. Pricing will be firm for the first twelve (12) months and then vendor may submit a request for pricing changes during the anniversary month of the set-up of the Value Blanket Order. Price increases must be submitted with justification from the price increase, and it will be at the discretion of the City to approve said price increases.	Acknowledged
	2	In the event of contract termination, the City shall only issue payment for outstanding orders shipped, received, and accepted. If an outstanding order has not yet shipped, supplier shall obtain permission (from the City employee who placed the order) to ship the order before doing so.	Acknowledged

	3	Product will be ordered off the value blanket on an as-needed basis with no guarantee of quantities.	Acknowledged
Product			
	1	All product herein quoted and delivered must be manufactured by Neptune Technology Group. Substitutions will not be considered.	Acknowledged
	2	The City may purchase through this value blanket additional Neptune product which is not explicitly quoted herein and supplier agrees to sell those items at the following percentage discount:	30.0000
	3	The City's discount percentage quoted above shall be verifiable through the following, e.g. supplier's current catalog, comprehensive price list, website pricing, etc.:	Current list price attached. Discount provided is off published list price. Updated price list is updated annually in July and will be provided to The City.
	4	If the discount percentage quoted above is verifiable through a catalog, price list, or similar, please upload it here:	U676-27 Water Parts Price List 07.24 (1).xlsx
	5	If the discount percentage quoted above is verifiable through a website or other link, please note it here:	
	6	It is the supplier's responsibility to conform to all Federal Standards for certification.	Acknowledged
	7	The winning supplier shall furnish warranty service for all Neptune product purchased by the City of Spokane.	Acknowledged
Delivery			
	1	All freight expenses shall be the responsibility of the winning supplier. Unit pricing on this quote is understood to include delivery to the FOB point.	Acknowledged
	2	All product shall be ordered/delivered FOB: Destination to 914 E. North Foothills Drive, Spokane, WA 99207.	Acknowledged
	3	Partial deliveries shall be accepted and any delivery delays must be communicated to the City employee who placed the order *before* the anticipated delivery date. Supplier is responsible for ensuring all deliveries meet promised timelines and for any resulting expenses, such as expedited freight costs.	Acknowledged
	4	Product herein quoted shall be delivered within the following number of business days ARO:	120
	5	Individual items are to be packaged in separate boxes clearly marked as to type and quantity of items. Boxed items are to be delivered on pallets.	Acknowledged
Payment Terms			
	1	Payment shall be made via direct deposit/ACH (except as provided by state law) according to net30 terms after receipt and acceptance of goods ordered. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediate make every effort to settle the disputed amount.	Acknowledged

	2	All invoices shall reference the City's Release Order (RV) number provided upon order placement, which shall relate to the City's Value Blanket number (i.e. VB 202001) in numerical order, i.e. RV 202001 001, RV 202001 002, etc.	Acknowledged
Sales Tax			
	1	The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Therefore, all submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.	Acknowledged
Business Registration Requirement			
	1	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The supplier shall be responsible for contacting the State of Washington Business License Services at http://bls.dor.wa.gov or 1-800-451-7985 to obtain a business registration. If the supplier 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.	Acknowledged
	2	Supplier's Business Registration No.	602170187
Proprietary Information/Public Disclosure			
	1	Materials submitted in response to this competitive procurement shall become the property of the City. All received Proposals shall remain confidential until the award of contract recommendation has been filed with the applicable Council Committee or the City Clerk for City Council action. Thereafter, the Proposals shall be deemed public records as defined in RCW 42.56, "Public Records." Any information in the Proposal that the Proposer desires to claim as proprietary and thus exempt from disclosure under the provisions of existing state law, shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on it. Marking the entire Proposal exempt from disclosure will not be honored. The City will consider a Proposer's request for exemption from disclosure; however, the City will make a decision predicated upon state law and regulations. If any information is marked as proprietary in the Proposal, it will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure.	I acknowledge and agree
INTERLOCAL PURCHASE AGREEMENTS			

	1	The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to chapter 39.34 RCW. In submitting a response, the Proposer agrees to provide its services to other public agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. . The Firm's right to refuse to enter into a contract with another public agency at the time of request shall be absolute.	I acknowledge and agree
Polychlorinated Biphenyls (PCBs)			
	1	In accordance with SMC 7.06.172(A), the respondent certifies the products quoted and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCBs). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful respondent to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.	Acknowledged
	2	As far as you know, has this product type been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?	No
	3	If so, were PCBs found at a measurable level?	
	4	As far as you know, has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?	No
	5	If so, note from whom the results can be obtained.	N/A
	6	Do you have reason to believe the product contains measurable levels of PCBs?	No
	7	Do you have reason to believe the product packaging contains measurable levels of PCBs?	No
Terms & Conditions			
	1	Submission of a response to this request constitutes acceptance of the Terms & Conditions so named in the 'Documents' tab.	Acknowledged

Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment
Residential Meters								
	ED2B32RPHF21S2067	5/8X3/4 T-10 PLS 316 P-CODER SA PIT C/F W/O	Base	EACH	700.00	$90.83	$63,581.00	
	ED2C11RPHF21S2067	3/4 T-10 C/I 302 P-CODER SA PIT C/F W/O	Base	Each	600.00	$132.74	$79,644.00	

	ED2F11RPHF21S2067	1 T-10 C/I 302 P-CODER SA PIT C/F W/O	Base	Each	500.00	$186.91	$93,455.00
	ED2H11RPHF21S2067	11/2 T-10 OVAL P-CODER SA PIT C/F W/O	Base	Each	60.00	$387.00	$23,220.00
	ED2J11RPHF21S2067	2 T-10 OVAL P-CODER SA PIT C/F W/O	Base	Each	100.00	$488.00	$48,800.00
Residential/MIUs							
	RPH2F11S2067	REG-PROCODER 5/8 T10 STANDALONE PIT C/F W/25' PIGTAIL	Base	EACH	200.00	$78.00	$15,600.00
	RPH2F21S2067	REG-PROCODER 3/4 T10 STANDALONE PIT C/F W/25' PIGTAIL	Base	EACH	100.00	$78.00	$7,800.00
	RPH2F31S2067	REG-PROCODER 1 T10 STANDALONE PIT C/F W/25' PIGTAIL	Base	EACH	200.00	$78.00	$15,600.00
	RPH2F41S2067	REG-PROCODER 11/2 T10 STANDALONE PIT C/F W/25' PIGTAIL	Base	EACH	200.00	$78.00	$15,600.00
	RPH2F51S2067	REG-PROCODER 2 T10 STANDALONE PIT C/F W/25' PIGTAIL	Base	EACH	300.00	$78.00	$23,400.00
	RPH3F21S2067	REG-PROCODER SA PIT C/F 3 TRIDENT TURBINE W/25' PIGTAIL	Base	EACH	2.00	$78.00	$156.00
	RPH3F31S2067	REG-PROCODER SA PIT C/F 4 TRIDENT TURBINE W/25' PIGTAIL	Base	EACH	20.00	$78.00	$1,560.00

	RPH5F11S2067	REG-PROCODER SA PIT C/F 2 HP TURBINE W/25' PIGTAIL	Base	EACH	20.00	$78.00	$1,560.00	
	RPH5F21S2067	REG-PROCODER SA PIT C/F 3 HP TURBINE	Base	EACH	40.00	$78.00	$3,120.00	
	RPH5F31S2067	REG-PROCODER SA PIT C/F 4 HP TURBINE	Base	5	1.00	$78.00	$78.00	
	RPH5F41S2067	REG-PROCODER SA PIT C/F 6 HP TURBINE	Base	5	1.00	$78.00	$78.00	
	RPH5F71S2067	REG-PROCODER SA PIT C/F 6 HP PROTECTUS	Base	60	1.00	$78.00	$78.00	
	RPH5F81S2067	REG-PROCODER SA PIT C/F 8 HP PROTECTUS	Base	40	1.00	$78.00	$78.00	
	RPH5F91S2067	REG-PROCODER SA PIT C/F 10 HP PROTECTUS	Base	5	1.00	$78.00	$78.00	
	.13377-210	TRANSCEIVER ASSY R900V5 WALL MIU 6'	Base	Each	50.00	$93.00	$4,650.00	
	.13383-200	R900V5 PIT MIU ASSY COMP 6' VERSION 2' ANTENNA	Base	Each	50.00	$111.00	$5,550.00	
	.13655-300	MRX920v4e ASSY COMPLETE	Base	Each	40.00	$8,200.00	$328,000.00	
	.13749-200	ANTENNA ASSY 6' CABLE R900 LID MOUNT SLIP-ON	Base	Each	50.00	$24.00	$1,200.00	
	ET4HRPHF21S2067	1 1/2 HP TURBINE P-CODER SA PIT C/F W/O	Base	EACH	25.00	$507.31	$12,682.75	
	ET4ARPHF21S2067	2 HP TURBINE P-CODER SA PIT C/F W/O	Base	EACH	25.00	$507.31	$12,682.75	

Commercial Meters							
	ET2BR8F1	3 FIRE HYDRANT W/COUP DIR READ C/F BRZ	Base	EACH	2.00	$1,200.00	$2,400.00
Ultrasonic							
	EU2A1F1S2067	11/2 X 13 ULTRASONIC STANDALONE FLG C/F	Base	Each	50.00	$437.85	$21,892.50
	EU2B1F1S2067	11/2 X 10 ULTRASONIC STANDALONE PIT FLG C/F	Base	Each	50.00	$437.85	$21,892.50
	EU2E1F1S2067	2 X 17 ULTRASONIC STANDALONE FLG C/F	Base	Each	50.00	$513.00	$25,650.00
	EU2F1F1S2067	2 X 10 ULTRASONIC STANDALONE FLG C/F	Base	Each	50.00	$513.00	$25,650.00
	EU2G1F1S2067	2 X 15 1/4 ULTRASONIC STANDALONE FLG C/F	Base	Each	50.00	$513.00	$25,650.00
	EU3A1F1S2067	3 FLG 12 LEN ULTRA/MACH STANDALONE C/F	Base	Each	50.00	$1,660.00	$83,000.00
	EU3B1F1S2067	3 FLG 17 LEN ULTRA/MACH STANDALONE C/F	Base	Each	50.00	$1,660.00	$83,000.00
	EU3C1F1S2067	4 FLG 14 LEN ULTRA/MACH STANDALONE C/F	Base	Each	50.00	$2,605.00	$130,250.00
	EU3D1F1S2067	4 FLG 20 LEN ULTRA/MACH STANDALONE C/F	Base	Each	50.00	$2,605.00	$130,250.00
	EU3E1F1S2067	6 FLG 18 LEN ULTRA/MACH STANDALONE C/F	Base	Each	50.00	$3,765.00	$188,250.00
	EU3F1F1S2067	6 FLG 24 LEN ULTRA/MACH STANDALONE C/F	Base	Each	50.00	$3,765.00	$188,250.00
	EU4A1F1S2067	8 FLG 20 LEN ULTRA/MACH STANDALONE C/F	Base	Each	50.00	$5,552.00	$277,600.00

	EU4B1F1S2067	10 FLG 26 LEN ULTRA/MACH STANDALONE C/F	Base	Each	50.00	$8,616.00	$430,800.00	
Reading Equipment								
	.13302-100	R900 BLUETOOTH BELT CLIP TRANSCEIVER 3.0 SYSTEM	Base	EACH	3.00	$4,400.00	$13,200.00	
Parts								
	.12482-002	INSTALLATION KIT PIT APPLICATIONS	Base	EACH	600.00	$0.00	$0.00	
Total Base Bid	$2,405,986.50							

License Information:

New search Back to results

Entity name: NEPTUNE TECHNOLOGY GROUP LLC

Business name: NEPTUNE TECHNOLOGY GROUP INC.

Entity type: Limited Liability Company

UBI #: 602-170-187

Business ID: 001

Location ID: 0001

Location: Active

Location address: 1600 AL HIGHWAY 229 S
TALLASSEE AL 36078-1708

Mailing address: 1600 AL HIGHWAY 229 S
TALLASSEE AL 36078-1708

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this locatio	License #	Count	Details	Status	Expiration date	First issuance da
Spokane General Business - Non-Resident	T12037700BUS			Active	Jan-31-2025	Oct-15-2012

Owners and officers on file with the Department of Revenue

Owners and officers	Title
CONLEY, JASON	
CONSTANTINO, JASON	
CRISCI, ROBERT	
CROSS, BRANDON	
DEEMER, DONALD F.	
STIPANCICH, JOHN K.	

The Business Lookup information is updated nightly. Search date and time: 7/11/2025 8:33:15 AM

Contact us

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Agenda Sheet for City Council:

Committee: PIES **Date:** 07/21/2025

Committee Agenda type: Consent

Council Meeting Date: 08/18/2025

Date Rec'd	7/16/2025		
Clerk's File #	OPR 2025-0540		
Cross Ref #			
Project #			
Submitting Dept	WATER & HYDROELECTRIC SERVICES	**Bid #**	RE #20782
Contact Name/Phone	RAYLENE 509-625-7821	**Requisition #**	RFQ 6420-25
Contact E-Mail	RGENNETT@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	BWILKERSON JBINGLE KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	4100 WATER DEPARTMENT PURCHASE OF DUCTILE IRON PIPE		

Agenda Wording

Purchase of Ductile Iron Pipe from Core & Main (Spokane, WA) for $77,400.00 Plus Tax.

Summary (Background)

RFQ 6420-25 was issued on 6/25/25 via the City's electronic bidding portal to more than 135 contacts. Four Bids were received by the closing deadline on 7/10/25. Award is correspondingly recommended to Core & Main (Spokane, WA) as the low responsive, responsible bidder.

What impacts would the proposal have on historically excluded communities?

Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers and we are committed to delivering work that is both financially and environmentally responsible. This project is specifically designed to assist low-income residents get caught up on their City utility bills.

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?

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?

This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 77,400.00 Plus Tax
Current Year Cost	$ 77,400.00 Plus Tax
Subsequent Year(s) Cost	$ Zero

Narrative

This Purchase will allow the Water Department to facilitate repairs and maintenance of Water Department Infrastructure.

Amount		Budget Account
Revenue	$ 77,400.00 Plus Tax	# 4100 42440 94340 56595 99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Program Revenue

Is this funding source sustainable for future years, months, etc?

4100-42440-94340-56595-99999 INVENTORY PURCHASES FOR WATER

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	HOPKINS, LEON	PURCHASING	PRINCE, THEA
Division Director	GENNETT, RAYLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

rgennett@spokanecity.org	lhopkins@spokanecity.org
tprince@spokanecity.org	tlester@spokanecity.org
Kevin Hoglund kevin.hoglund@coreandmain.com	rrpenaluna@spokanecity.org
nrussell@spokanecity.org	

Committee Agenda Sheet
Public Infrastructure, Environment & Sustainability Committee

Committee Date	7-21-25 8-13-25
Submitting Department	Water & Hydroelectric Services
Contact Name	Raylene Gennett
Contact Email & Phone	rgennett@spokanecity.org 509-625-7821
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested:
Agenda Item Name	4100 WATER DEPARTMENT PURCHASE OF DUCTILE IRON PIPE
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	**Summary (Background) This will be the only section in this box** RFQ 6420-25 was issued on 6/25/25 via the City's electronic bidding portal to more than 135 contacts. Four Bids were received by the closing deadline on 7/10/25. Award is correspondingly recommended to Core & Main (Spokane, WA) as the low responsive, responsible bidder.

Fiscal Impact

Approved in current year budget? ☒ Yes ☐ No ☐ N/A

Total Cost: 77,400.00 Plus Tax

Current year cost: 77,400.00 Plus Tax

Subsequent year(s) cost: Zero

Narrative: This Purchase will allow the Water Department to facilitate repairs and maintenance of Water Department Infrastructure.

Funding Source ☒ One-time ☐ Recurring ☐ N/A

Specify funding source: Program revenue

Is this funding source sustainable for future years, months, etc? 4100-42440-94340-56595-99999 INVENTORY PURCHASES FOR WATER

Expense Occurrence ☒ One-time ☐ Recurring ☐ N/A

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

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

- What impacts would the proposal have on historically excluded communities?
  Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers and we are committed to delivering work that is

both financially and environmentally responsible. This project is specifically designed to assist low-income residents get caught up on their City utility bills.

- 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?
  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?
  This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

Bid Response Summary

Bid Number	RFQ 6420-25
Bid Title	Ductile Iron Pipe
Due Date	Thursday, July 10, 2025 12:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status	Closed to Bidding
Company	Core & Main
Submitted By	Kevin Hoglund - Monday, July 7, 2025 2:18:51 PM [(UTC-08:00) Pacific Time (US & Canada)] kevin.hoglund@coreandmain.com 509-893-1055
Comments	

Question Responses

Group	Reference Number	Question	Response
Contact			
	1	Indicate the appropriate point of contact (phone number and email) regarding this quote and placement of order if awarded. If these actions will not be managed by the same person, explicitly specify all relevant contacts.	Kevin H 509-590-5397 kevin.hoglund@coreandmain.com
Council Approval			
	1	This purchase is subject to City Council approval. Approval is anticipated in August 2025. The City assumes no obligation to purchase until the purchase is approved by Council and a City purchase order is issued.	Understood and Agreed
General			
	1	Acceptable product makes/models, where specified, must be adhered to. In the absence of specified acceptable products, the listed technical specifications in each product category represent the minimum qualifications for acceptable product. The make/model of products bid may be required at bid submission; if so, the field will be indicated required on the 'Pricing' tab.	Understood and Agreed
	3	Quoted lead times will be considered in award determinations for each category and may supersede lowest unit cost. Where lead times are the same or similar, the lowest responsive, responsible bidder shall prevail.	Understood and Agreed
Product - Pipe: Ductile Iron - Tyton Joint			
	1	All ductile iron pipe (City #P1300) is to be provided in 18' nominal lengths, cement lined, and manufactured in accordance with ANSI/AWWA C151/A21.51-17.	Understood and Agreed

	2	4" pipe (City #P1300) must be Thickness Class 52 or above. All other sizes must be Thickness Class 50 or above.	Understood and Agreed
	3	All pipe (City #P1300) quoted and supplied must incorporate the Tyton Joint design.	Understood and Agreed
	4	No more than two (2) truckloads of this pipe (across all sizes) may be delivered per day.	Understood and Agreed
	5	As this product (City #P1300) is inventoried and consumed by the City in whole feet, additional fractions of feet on physical lengths delivered will be received by the City at no additional charge.	Understood and Agreed
	6	Acceptable products for ductile iron pipe (City #P1300) are: McWane Ductile, or United States Pipe and Foundry ONLY.	Understood and Agreed
	7	Supplier acknowledges delivery of all products in this category must be delivered by September 30, 2025, and promises to deliver in full within the following number of business days ARO:	30
Delivery			
	1	All freight expenses shall be the responsibility of the winning supplier. Unit pricing on this quote is understood to include delivery to the FOB point.	Understood and Agreed
	2	All products shall be ordered/delivered FOB: Destination to 914 E. North Foothills Dr. Spokane, WA 99207.	Understood and Agreed
	3	Partial deliveries shall be accepted and any delivery delays must be communicated to the City employee who placed the order *before* the anticipated delivery date. Supplier is responsible for ensuring all deliveries meet promised timelines and for any resulting expenses, such as expedited freight costs.	Understood and Agreed
	4	Individual items are to be packaged in separate boxes clearly marked as to the type and quantity of enclosed item. Boxed items are to be delivered on pallets.	Understood and Agreed
	5	Whenever possible, product shall be delivered on Tuesdays, Wednesdays, or Thursdays. When delivery dates are specified, the supplier shall make every possible effort to deliver on the requested date or at least on the preferred delivery days in the same week. If product with a specific delivery date will be delayed more than one (1) week, supplier shall be responsible for communicating an updated delivery date to the Purchaser.	Understood and Agreed

	6	The Purchaser's Warehouse is open for deliveries between the hours of 8:00am and 3:00pm on all regular business days (closed weekends).	Understood and Agreed
Additional Items			
	1	The City of Spokane reserves the right to purchase additional items at the quoted price. Supplier agrees to sell at the same price, terms, and conditions.	No
Payment Terms			
	1	Supplier agrees payment shall be made via direct deposit/ACH (except as provided by state law or if paid by credit card) according to net30 terms after receipt of goods ordered. A completed ACH application is required (if not already on file) before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediate make every effort to settle the disputed amount.	Understood and Agreed
	2	Supplier agrees to accept Visa credit card payment at no additional fee.	No
Sales Tax			
	1	The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should not be included in respondent’s pricing. All submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.	Understood and Agreed
Business Registration Requirement			

	1	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The supplier shall be responsible for contacting the State of Washington Business License Services at http://bls.dor.wa.gov or 1-800-451-7985 to obtain a business registration. If the supplier 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.	Understood and Agreed
	2	Supplier's Business Registration No.	T1205100BUS
Proprietary Information/Public Disclosure			
	1	Materials submitted in response to this competitive procurement shall become the property of the City. All received Proposals shall remain confidential until the award of contract recommendation has been filed with the applicable Council Committee or the City Clerk for City Council action. Thereafter, the Proposals shall be deemed public records as defined in RCW 42.56, "Public Records." Any information in the Proposal that the Proposer desires to claim as proprietary and thus exempt from disclosure under the provisions of existing state law, shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on it. Marking the entire Proposal exempt from disclosure will not be honored. The City will consider a Proposer's request for exemption from disclosure; however, the City will make a decision predicated upon state law and regulations. If any information is marked as proprietary in the Proposal, it will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure.	I acknowledge and agree
INTERLOCAL PURCHASE AGREEMENTS			

	1	The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to chapter 39.34 RCW. In submitting a response, the Proposer agrees to provide its services to other public agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. . The Firm's right to refuse to enter into a contract with another public agency at the time of request shall be absolute.	I do not acknowledge and agree
Polychlorinated Biphenyls (PCBs)			
	1	In accordance with SMC 7.06.172(A), respondent certifies the products quoted and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCBs). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful respondent to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.	Understood and Agreed
	2	As far as you know, has this product type been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?	No
	3	If so, were PCBs found at a measurable level?	No
	4	As far as you know, has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?	No
	5	If so, note from whom the results can be obtained.	
	6	Do you have reason to believe the product contains measurable levels of PCBs?	No
	7	Do you have reason to believe the product packaging contains measurable levels of PCBs?	No
Terms & Conditions			

	1	Submission of a bid constitutes acceptance of the Terms & Conditions of this request in accordance with the document so named in the 'Documents' tab.	Understood and Agreed

Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment	Make/Model
Product - Pipe: Ductile Iron - Tyton Joint									
	1.	6" Ductile Iron Pipe 18' lengths	Base	Foot	1,800.00	$25.71	$46,278.00	McWane	
	1.	8" Ductile Iron Pipe 18' lengths	Base	Foot	900.00	$34.58	$31,122.00	Mc Wane	
Total Base Bid		$77,400.00							

RFQ 6420-25 Ductile Iron

	Description	UOM	Quantity	Core & Main	CONSOLIDATED SUPPLY	H D FOWLER CO	Technology International, Inc.
	ARO			**30 Days**	**20 Days**	**20 Days**	**126 Days**
1	6" Ductile Iron Pipe 18' lengths	Foot	1,800.00	$46,278.00	$47,304.00	$47,970.00	$52,380.00
1	8" Ductile Iron Pipe 18' lengths	Foot	900	$31,122.00	$31,671.00	$31,140.00	$35,100.00
			Sub Total	$77,400.00	$78,975.00	$79,110.00	$87,480.00
			Tax	$7,043.40	$7,186.73	$7,199.01	$7,960.68
			Total	$84,443.40	$86,161.73	$86,309.01	$95,440.68

License Information:

New search Back to results

Entity name: CORE & MAIN LP

Business name: CORE & MAIN, LP

Entity type: Limited Partnership

UBI #: 602-456-211

Business ID: 001

Location ID: 0001

Location: Active

Location address: 1215 N BRADLEY RD
SPOKANE VALLEY WA 99212-1184

Mailing address: PO BOX 80600
INDIANAPOLIS IN 46280-0600

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this locatio	License #	Count	Details	Status	Expiration date	First issuance da
Spokane General Business - Non-Resident	T12051002BUS			Active	Dec-31-2025	Oct-15-2012
Spokane Valley General Business				Active	Dec-31-2025	Feb-22-2005

Owners and officers on file with the Department of Revenue

Owners and officers	Title
CORE & MAIN INTERMEDIATE GP, LLC	
CORE & MAIN MIDCO, LLC	

Registered Trade Names

Registered trade names	Status	First issued
CORE & MAIN, LP	Active	Apr-16-2018
GEM FAB & SUPPLY	Active	Jul-24-2019

Registered trade names	Status	First issued
GEM FABRICATION & SUPPLY	Active	Jul-24-2019

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 7/11/2025 8:05:15 AM

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Agenda Sheet for City Council:

Committee: PIES **Date:** 07/21/2025

Committee Agenda type: Consent

Council Meeting Date: 08/18/2025

Date Rec'd	7/10/2025		
Clerk's File #	OPR 2023-0884		
Cross Ref #			
Project #			
Submitting Dept	WATER & HYDROELECTRIC SERVICES	**Bid #**	
Contact Name/Phone	RAYLENE 509-625-7821	**Requisition #**	OPR 2023-0884
Contact E-Mail	RGENNETT@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	BWILKERSON JBINGLE MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	4100 UPRIVER DAM SPILLWAY REHABILITATION III CONTRACT AMENDMENT		

Agenda Wording

Upriver Dam Spillway Rehab requiring additional closeout work with McMillen Inc. on contract OPR 2023-0884

Summary (Background)

The City required additional construction management and construction engineering services commensurate with the Spillway Rehab project construction schedule that was previously extended to December 31, 2025. This required additional project closeout work, resulting in additional costs of $7,608.92, to complete the final paperwork which is necessary to finish the project.

What impacts would the proposal have on historically excluded communities?

N/A - the proposal helps the dam safety program. Power from the dam is used by drinking water well pump stations that serve the entire population of the City of Spokane.

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

N/A – this work is for Upriver Dam repairs and not a public-facing program or policy.

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

Deliverables will go through the Federal Energy Regulatory Commission's approval 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 is part of the Capital Improvement Program and is consistent with recommendations for improving dam safety.

Council Subcommittee Review

Neither the Sustainability Action nor the Traffic Calming / Photo Red subcommittees under the PIES Committee are applicable to this proposal as the work is performed virtually.

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$** 7608.92
Current Year Cost	**$** 7608.92
Subsequent Year(s) Cost	**$** Zero

Narrative

Consultant's cost breakdown is reasonable for professional engineering services.

Amount		**Budget Account**
Revenue	**$** 7608.92	**#** 4100 42490 94340 56501 11051
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	One-Time
Funding Source Type	Program Revenue

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	One-Time

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

Approvals		**Additional Approvals**	
Dept Head	GENNETT, RAYLENE	**PURCHASING**	WAHL, CONNIE
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	SZAMBELAN, TIMOTHY		
For the Mayor	PICCOLO, MIKE		

Distribution List	
rgennett@spokanecity.org	dstpierre@spokanecity.org
Marcus Emmons marcusemmons@mcmillen.com	lhopkins@spokanecity.org
tlester@spokanecity.org	tprince@spokanecity.org
nrussell@spokanecity.org	rrpenaluna@spokanecity.org

Committee Agenda Sheet
Public Infrastructure, Environment & Sustainability Committee

Committee Date	July 21, 2025
Submitting Department	Water & Hydroelectric Services
Contact Name	Raylene Gennett
Contact Email & Phone	rgennett@spokanecity.org; 509-625-7821
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested:
Agenda Item Name	4100 Upriver Dam Spillway Rehabilitation III Construction Management & Engineering Support Services McMillen Contract Amendment
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	The City required additional construction management and construction engineering services commensurate with the Spillway Rehab project construction schedule that was previously extended to December 31, 2025. This required additional project closeout work, resulting in additional costs of $7,608.92, to complete the final paperwork which is necessary to finish the project.

Fiscal Impact

Approved in current year budget? ☒ Yes ☐ No ☐ N/A

Total Cost: $7,608.92

Current year cost: $7,608.92

Subsequent year(s) cost: $0

Narrative: Consultant's cost breakdown is reasonable for professional engineering services.

Funding Source ☒ One-time ☐ Recurring ☐ N/A

Specify funding source: Select Funding Source*

Is this funding source sustainable for future years, months, etc? Water Dept CIP, utilizing budget account 4100-42490-94340-56501-11051

Expense Occurrence ☒ One-time ☐ Recurring ☐ N/A

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

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 - the proposal helps the dam safety program. Power from the dam is used by drinking water well pump stations that serve the entire population of the City of Spokane.
- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A – this work is for Upriver Dam repairs and not a public-facing program or policy.

- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?
  Deliverables will go through the Federal Energy Regulatory Commission's approval 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 is part of the Capital Improvement Program and is consistent with recommendations for improving dam safety.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.
  Neither the Sustainability Action nor the Traffic Calming / Photo Red subcommittees under the PIES Committee are applicable to this proposal as the work is performed virtually.

City Clerk's No. OPR 2023-0884

City of Spokane

CONTRACT AMENDMENT

TITLE: **CONSTRUCTION MANAGEMENT AND ENGINEERING**

This Contract Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **MCMILLEN, INC.**, whose address is 1471 Shoreline Drive, Suite 100, Boise, Idaho 83702 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 provide Construction Management and Engineering Support Service for the Upriver Dam Improvement Project; and

WHEREAS, additional funds are required to finish the work on this project, 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 September 11, 2023, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This Contract Amendment shall become effective on November 1, 2024, and shall end December 31, 2025.

3. COMPENSATION.
The City shall pay an additional amount not to exceed **SEVEN THOUSAND SIX HUNDRED EIGHT AND 92/100 DOLLARS** (**$7,608.92**) plus sales tax if applicable, 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.

MCMILLEN, INC.	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

25-158

License Information:

New search Back to results

Entity name: MCMILLEN, INC.

Business name: MCMILLEN, INC.

Entity type: Profit Corporation

UBI #: 602-492-470

Business ID: 001

Location ID: 0001

Location: Active

Location address:
1471 W SHORELINE DR
STE 100
BOISE ID 83702-9104

Mailing address:
1471 W SHORELINE DR
STE 100
BOISE ID 83702-9104

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this locatio	License #	Count	Details	Status	Expiration date	First issuance da
Spokane General Business - Non-Resident	T11054877BUS			Active	Apr-30-2026	Oct-15-2012

Owners and officers on file with the Department of Revenue

Owners and officers	Title
MCMILLEN, MARA	

The Business Lookup information is updated nightly. Search date and time: 7/3/2025 12:03:56 PM

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/30/2024

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 2121 N. California Blvd., Suite 350 Walnut Creek, CA 94596 License#: 0D69293	**CONTACT NAME:** Certificate Department **PHONE (A/C, No, Ext):** 925-299-1112 **FAX (A/C, No):** 925-925-0328 **E-MAIL ADDRESS:** GCSSFCerts@ajg.com
INSURED McMillen, Inc. 1471 W. Shoreline Drive, Suite 100 Boise, ID 83702	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** National Union Fire Insurance Company of Pittsburg / 19445 **INSURER B :** Indian Harbor Insurance Company / 36940 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1889043804 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y	Y	GL3292138	9/1/2024	9/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	Y	Y	CA4544792	9/1/2024	9/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
A A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC025893618(CA) WC025893619(AOS)	9/1/2024 9/1/2024	9/1/2025 9/1/2025	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000
B	Professional Liability			CEO742155602	9/1/2024	9/1/2025	Each Claim/Aggregate	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Construction Management & Engineering Support Services for Upriver Dam
ADDITIONAL INSURED(S): City of Spokane, its officers and employees

CERTIFICATE HOLDER

City of Spokane
808 W. Spokane Falls Blvd.
Spokane WA 99201-3316
USA

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

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POLICY NUMBER:
GL3292138

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization whom you become obligated to include as an additional insured as a result of any contract or agreement you have entered into.	Per the contract or agreement.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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POLICY NUMBER:
GL3292138

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization whom you become obligated to include as an additional insured as a result of any contract or agreement you have entered into.	Per the contract or agreement.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

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

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

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

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

© Insurance Services Office, Inc., 2018

POLICY NUMBER:
GL3292138

COMMERCIAL GENERAL LIABILITY
CG 20 01 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

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

Primary And Noncontributory Insurance

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

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

◆ Insurance Services Office, Inc., 2018

POLICY NUMBER:
GL3292138

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

Pursuant to applicable written contract or agreement you enter into.

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

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 09/01/2024 forms a part of Policy No. WC025893619(AOS)

Issued to McMillen, **Inc**

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY AGAINST, UNDER ANY CONTRACT OR AGREEMENT YOU ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, North Dakota, Ohio, Tennessee, Texas, Utah, or Washington. This form is not applicable in Missouri when there is a construction code on the policy and there is Missouri premium or exposure.

WC 00 03 13
(Ed. 04/84)

Countersigned by _____

Authorized Representative

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 09/01/2024 forms a part of Policy No. WC025893618(CA)

Issued to McMillen, Inc

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2.00 % of the total estimated workers compensation premium for this policy.

WC 04 03 61
(Ed. 11/90)

Countersigned by _____

Authorized Representative

ENDORSEMENT

This endorsement, effective 12:01 A.M. 09/01/2024 forms a part of

Policy No. **CA4544792** issued to **McMillen, Inc**

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:
Any person or organization for whom you are contractually bound to provide Additional Insured status but only to the extent of such person's or organization's liability arising out of the use of a covered "auto".

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

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

(1) The coverage and/or limits of this policy, or

(2) The coverage and/or limits required by said contract or agreement.

AUTHORIZED REPRESENTATIVE

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ENDORSEMENT

This endorsement, effective 12:01 A.M. 09/01/2024 forms a part of

policy No. CA4544792 issued to **McMillen,Inc**

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSUREDS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.

Authorized Representative or Countersignature (in States Where Applicable)

74445 (10/99)

ENDORSEMENT

This endorsement, effective 12:01 A.M. 09/01/2024 forms a part of

policy No. CA4544792 issued to McMillen, Inc

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

(1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and

(2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.

AUTHORIZED REPRESENTATIVE

CITY OF SPOKANE OFFICE OF THE CITY ATTORNEY

CONTRACT REQUEST FORM

Requesting Department: Water & Hydroelectric Department

Contact Person: David St Pierre SME: 509 742-8165

Type of Contract: ☐ New Contract ☐ Renewal
■ Amendment ☐ Extension
☐ MOU ☐ Other. _____

What work or service is being provided: Project closeout

If Request Is For Amendment, Renewal or Extension, Provide OPR #: 2023-0884

Contractor/Consultant Name: McMillen Inc

Contractor/Consultant Address: 1471 Shoreline Dr Suite 100 Boise ID 83702

Contract Begin Date: 11/01/2024 Contract End Date: 12/31/2025

Dollar Amount of Contract (Provide Breakdown Of Costs If Applicable): NTE 7,608.92$

Does Dollar Amount of Contract Include Sales Tax? YES ■ NO ☐

Funding Sources (e.g., CD, Dept. of Justice, Etc.): _____

Federal Funding (DWSRF, CWSRF, WSDOT, FHWA, Etc.): _____

Was The Contractor / Consultant Solicited by City's Request For Proposal / Quote / Bid?

If Yes, Provide City's Specifications And / Or City's Request for Proposals.

If Yes, Provide Copy of the Consultant's Proposal / Contractor's Bid / Quote.

If No, Provide Scope Of Work To Be Performed By The Consultant / Contractor.

If No, Provide Sole Source Justification Form For Contracts Greater Than $10,000.

*****REQUIRED ATTACHMENTS*****

☐ Certificate of Insurance
☐ Business License
☐ Method of Procurement – RFP, RFQ, etc. RFQ - Engineering SVS
☐ Chosen from MRSC Roster? YES ☐ NO☐

If not chosen from MRSC Roster, how chosen? _____

(Not required on Service contracts under $10,000.00, but encouraged, and good to reference on contract.) ** **Required On All Public Work/Prevailing Wage Contracts.**

☐ Invoice / Bid / Proposal / Quote
☐ Sole Source Justification Form
☐ Standardized Justification Form

CONTRACT AMENDMENTS

Provide Reason For Amendment. Additional cost associated with project closeout with last amendment.

Provide Desired Changes In Contract Wording. _____

NOTES: _____

_____

RUSH REQUEST

REASON FOR RUSH: _____

_____

Date of service start date: _____

Department Head: _____

ONLY IF THIS IS A PUBLIC WORKS CONTRACT REQUEST

Prevailing Wages:

Did The City's Request For Quote / Bid Require Payment of Prevailing Wages By The Contractor? ■ Yes ☐ No

If Federal Funds Are Involved, Did The City's Request For Quote / Bid Require Payment of Davis Bacon Wages By The Contractor? ■ Yes ☐ No Wage Decision No. _____

Performance / Payment Bond:

Did the City's Request For Quote / Bid require a 100% Performance / Payment Bond By The Contractor? ■ Yes ☐ No

For Contracts Up To $150,000, Does The Contractor Want To Do A 10% Retainage In Lieu Of A Bond? ☐ Yes ☐ No

Agenda Sheet for City Council:

Committee: PIES **Date:** 07/21/2025

Committee Agenda type: Consent

Council Meeting Date: 08/18/2025

Date Rec'd	7/10/2025		
Clerk's File #	OPR 2025-0542		
Cross Ref #			
Project #			
Submitting Dept	WATER & HYDROELECTRIC SERVICES	**Bid #**	6397-25
Contact Name/Phone	RAYLENE 509-625-7821	**Requisition #**	BUDGET
Contact E-Mail	RGENNETT@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	BWILKERSON JBINGLE KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	4100 PAVING SERVICES – ON-CALL PUBLIC WORKS MAINTENANCE		

Agenda Wording

Contract with Shamrock Paving, Inc (Spokane, WA) for on-call paving services on an as-needed basis not to exceed $300,000.00 annually plus tax.

Summary (Background)

The Water department needs a contract to facilitate block-long asphalt repairs on a quick turn basis. ITB 6397-25 opened for bidding on 5-20-25 and bids were accepted until 6-9-25. Four bids were received. Award is correspondingly recommended to Shamrock Paving as the low responsive, responsible bidder. The resulting contract will be valid for three years with one optional annual renewal at mutual consent.

What impacts would the proposal have on historically excluded communities?

Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers and we are committed to delivering work that is both financially and environmentally responsible. This project is specifically designed to assist low-income residents get caught up on their City utility bills.

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?

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?

This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 1,200,000.00
Current Year Cost	$ 300,000.00
Subsequent Year(s) Cost	$ 300,000.00

Narrative

The Street department has increasingly needed to focus on street bond services and has not been available to complete larger asphalt repairs needed by the Water department. A contract is needed to facilitate block-long repairs on a quick turn basis.

Amount		Budget Account
Revenue	$ 300,000.00	# 4100-42420-34148-54809-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Program Revenue

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	Recurring

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

Approvals		Additional Approvals	
Dept Head	SAKAMOTO, JAMES	PURCHASING	PRINCE, THEA
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	SZAMBELAN, TIMOTHY		
For the Mayor	PICCOLO, MIKE		

Distribution List

rgennett@spokanecity.org	lhopkins@spokanecity.org
tprince@spokanecity.org	tlester@spokanecity.org
Scott Willms scottw@shamrockpaving.us	rrpenaluna@spokanecity.org
nrussell@spokanecity.org	

Committee Agenda Sheet
Public Infrastructure, Environment & Sustainability Committee

Committee Date	7/21/25
Submitting Department	Water & Hydroelectric Services
Contact Name	Raylene Gennett
Contact Email & Phone	rgennett@spokanecity.org 509-625-7821
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested:
Agenda Item Name	4100 PAVING SERVICES – ON-CALL PUBLIC WORKS MAINTENANCE
Proposed Council Action	☐ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	**Summary (Background)** The Water department needs a contract to facilitate block-long asphalt repairs on a quick turn basis. ITB 6397-25 opened for bidding on 5-20-25 and bids were accepted until 6-9-25. Four bids were received. Award is correspondingly recommended to Shamrock Paving as the low responsive, responsible bidder. The resulting contract will be valid for three years with one optional annual renewal at mutual consent.

Fiscal Impact

Approved in current year budget? ☒ Yes ☐ No ☐ N/A

Total Cost: 1,200,000.00

Current year cost: $300,000.00

Subsequent year(s) cost: $300,000.00

Narrative: The Street department has increasingly needed to focus on street bond services and has not been available to complete larger asphalt repairs needed by the Water department. A contract is needed to facilitate block-long repairs on a quick turn basis.

Funding Source ☐ One-time ☒ Recurring ☐ N/A

Specify funding source: Program revenue

Is this funding source sustainable for future years, months, etc? 4100-42420-34148-54809-99999

Expense Occurrence ☐ One-time ☒ Recurring ☐ N/A

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

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

- What impacts would the proposal have on historically excluded communities?
  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 project is specifically designed to assist low-income residents get caught up on their City utility bills.

- 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?
  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?
  This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

City Clerk's No. OPR 2025-0542

City of Spokane

PUBLIC WORKS AGREEMENT

Title: PAVING SERVICES – ON-CALL PUBLIC WORKS MAINTENANCE

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **SHAMROCK PAVING, INC.**, whose address is 110 North Hayford Road, Spokane, Washington 99224 as ("Contractor"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the purpose of this Agreement is to provide Paving Services – On-Call Public Works Maintenance for the City of Spokane Water & Hydroelectric Department; and

WHEREAS, the Contractor was selected through PW ITB 6976-25 issued by the City of Spokane.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on August 18, 2025, and ends on August 17, 2028, unless amended by written agreement or terminated earlier under the provisions. The contract may be renewed for one (1) additional one-year contract period, subject to mutual agreement.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

The Contractor shall provide On-Call, As-Needed Paving Services for the City of Spokane Water & Hydroelectric Department.

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

4. COMPENSATION / PAYMENT.

Total annual compensation for Contractor's services under this unit priced Agreement shall be a maximum amount not to exceed **THREE HUNDRED THOUSAND AND NO/100 DOLLARS ($300,000.00)**, per year, plus applicable taxes, and in accordance with the Pricing Response in Exhibit C. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Company shall submit its applications for payment City of Spokane Water & Hydroelectric Department, 914 East North Foothills Drive, Spokane, Washington 99207. All invoices should include the City Clerk's File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage Number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

5. TAXES, FEES AND LICENSES.

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

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

6. PREVAILING WAGES.

A. The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries. (L&I).

B. State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries:

https//fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx

Prevailing wages for all work performed pursuant to each work order must be the prevailing wage rates in effect at the beginning date for each contract year. On call contracts must have prevailing wage rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract. (RCW 35.22.620)

Upon the anniversary date of the contract, labor rates may be adjusted according to the revised prevailing wages adopted by the Department of Labor and Industries at that time. In order to calculate the change in prevailing wages due to the Contractor,

the Contractor shall provide to the City of Spokane a breakdown of the fully loaded labor rates for each classification of labor including hourly wage rates, fringe benefits, overhead and profit. The City of Spokane shall not pay for any price escalation for overhead, profit, equipment, material, or any other costs except for changes in the prevailing wages. The revised prevailing wages shall be effective for any Work issued after the anniversary date of the contract. The basis of modified prevailing wage rates applicable for the contract shall be calculated and issued in writing by the City of Spokane, but such changes shall not be included in a change order. To the extent that the contract sum changes, a change order will be issued as appropriate.

C. A payment/performance bond is NOT required.

D. Statutory retainage is NOT required.

7. CITY OF SPOKANE BUSINESS LICENSE.

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

8. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

9. INDEMNIFICATION.

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

of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

10. INSURANCE.

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

A. **Worker's Compensation Insurance** in compliance with RCW 51, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of $1,000,000.

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

i. Acceptable supplementary Umbrella coverage combined with Company's General Liability insurance policy must be a minimum of $2,000,000, in order to meet the insurance coverage limits required in this Agreement; and;

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

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Contractor shall furnish a current and acceptable Certificate of Insurance (COI). The certificate shall specify all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. SUBCONTRACTOR RESPONSIBILITY.

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

12. INDEPENDENT CONTRACTOR.

The Contractor is an independent Contractor. This Agreement does not intend the Contractor to act as a City employee. The City has neither direct nor immediate control over the Contractor nor the right to control the manner or means by which the Contractor works. Neither the Contractor nor any Contractor employee shall be an employee of the City. This Agreement prohibits the Contractor to act as an agent or legal representative of the City. The Contractor is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Contractor shall pay all income and other taxes as due.

13. ASSIGNMENT AND SUBCONTRACTING.

The Contractor shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Contractor shall incorporate by reference this Agreement, except as otherwise provided. The Contractor shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Contractor from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

14. TERMINATION.

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

15. STANDARD OF PERFORMANCE.

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

16. ANTI KICK-BACK.

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

17. CONSTRUAL.

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

18. DEBARMENT AND SUSPENSION.

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

19. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

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

The Contractor guarantees and warranties all work, labor and materials under this Agreement for two (2) years following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Agreement. This warranty is in addition to any manufacturers' or other warranty in the Agreement documents.

20. MISCELLANEOUS PROVISIONS.

A. **Amendments/Modifications**: The City may modify this Agreement and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Agreement time and compensation will be adjusted accordingly.

B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.

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

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

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

F. **Waiver**: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

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

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

I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are ***public records***

and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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

SHAMROCK PAVING, INC.

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

Attachments that are part of this Agreement:

Exhibit A – Debarment Certification
Exhibit B - Certification of Compliance with Wage Payment Statutes
Exhibit C – Contractor's Response to ITB

25-153

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.

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

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

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (_____), the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.
As of July 1, 2019, have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020 by either of the following:

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

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

_____
Bidder's Business Name

_____
Signature of Authorized Official*

_____
Printed Name

_____
Title

_____ _____ _____
Date City State

Check One:
Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☐
State of Incorporation, or if not a corporation, State where business entity was formed:

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

_____

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

EXHIBIT B

PW ITB 6397-25 Paving Services On-Call Public Works Maintenance - Rebid								
Reference Number	**Description**	**Type**	**UOM**	**Quantity**	**Shamrock Paving**	**Inland Asphalt Company**	**Poe Asphalt Paving, Inc.**	**Arrow Concrete & Asphalt Specialties, LLC**
1	Mobilization Fee	Base	Each	1	$6,000.00	$4,000.00	$5,500.00	$5,500.00
2	Local Access Street - Residential Asphalt, 3" Thickness	Base	Square Yard	250	$12,750.00	$14,000.00	$15,062.50	$14,360.00
3	Local Access Street - Commercial Asphalt, 4" Thickness	Base	Square Yard	250	$16,750.00	$17,125.00	$17,125.00	$20,645.00
4	Arterial Asphalt, 5" Thickness	Base	Square Yard	250	$19,250.00	$19,125.00	$19,187.50	$25,800.00
5	Additional Asphalt, Per Inch Over 5" Thickness	Base	Square Yard	250	$4,000.00	$4,000.00	$5,250.00	$8,592.50
6	Valve Box Adjustment	Base	Each	1	$975.00	$1,275.00	$3,500.00	$500.00
7	24" Access Ring & Cover Adjustment	Base	Each	1	$1,250.00	$2,500.00	$3,500.00	$850.00
8	Emergency Service Fee	Base	Each	1	$3,000.00	$2,500.00	$6,100.00	$9,625.00
				Subtotal	$63,975.00	$64,525.00	$75,225.00	$85,872.50
				Tax 9.1%	$5,821.73	$5,871.78	$6,845.48	$7,814.40
				Total	**$69,796.73**	**$70,396.78**	**$82,070.48**	**$93,686.90**

License Information:

New search Back to results

Entity name: SHAMROCK PAVING, INC.

Business name: SHAMROCK PAVING INC.

Entity type: Profit Corporation

UBI #: 328-031-141

Business ID: 001

Location ID: 0002

Location: Active

Location address: 110 N HAYFORD RD
SPOKANE WA 99224-9555

Mailing address: PO BOX 19263
SPOKANE WA 99219-9263

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Airway Heights General Business - Non-Resident				Active	Dec-31-2025	Apr-30-2024
Deer Park General Business - Non-Resident				Active	Sep-30-2025	Sep-09-2024
Spokane General Business - Non-Resident	T12008193BL			Active	Dec-31-2025	Oct-15-2012
Spokane Valley General Business - Non-Resident				Active	Dec-31-2025	May-21-2012

Owners and officers on file with the Department of Revenue

Owners and officers	Title
MAIERS, PAMP G	
MAIERS, PAMP M	

Registered Trade Names

Registered trade names	Status	First issued
MURPHY BROS.	Active	Feb-09-2012
MURPHY BROS. CO.	Active	Feb-09-2012
MURPHY BROS. COMPANY	Active	Feb-09-2012
MURPHY BROTHERS	Active	Feb-09-2012
MURPHY BROTHERS CO.	Active	Feb-09-2012
MURPHY BROTHERS COMPANY	Active	Feb-09-2012
SHAMROCK PAVING INC.	Active	Feb-04-2015

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 6/26/2025 10:39:01 AM

Contact us

How are we doing?
Take our survey!

Don't see what you expected?
Check if your browser is supported

Client#: 148076 CENTWASH31

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/26/2025

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Propel Insurance
601 Union Street; Suite 3400
COM Construction
Seattle, WA 98101-1371

CONTACT NAME: Laurie Ross
PHONE (A/C, No, Ext): 800 499-0933 **FAX (A/C, No):** 866 577-1326
E-MAIL ADDRESS: laurie.ross@propelinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535
INSURER B : American Guarantee and Liability Ins.Co	26247
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Shamrock Paving Inc.
P.O. Box 19263
Spokane, WA 99219

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GLA039838108	03/31/2025	03/31/2026	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	X BI/PD Ded:25000						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			GLA039838108	03/31/2025	03/31/2026	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X PD Ded $25k							$
B	X UMBRELLA LIAB X OCCUR			AUC039848408	03/31/2025	03/31/2026	EACH OCCURRENCE	$1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$1,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			GLA039838108	03/31/2025	03/31/2026	PER STATUTE X OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A		WA Stop Gap			E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: #6397-25 / Paving Services - On Call Public Works Maintenance.
Additional Insured Status applies to City of Spokane as set forth in the attached form(s).

CERTIFICATE HOLDER
City of Spokane
808 W 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

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Coverage Extension Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLA0398381-07	Effective Date: 03/31/2024

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any “employee” of yours is also an “insured” while operating an “auto” hired or rented under a contract or agreement in an “employee’s” name, with your permission, while performing duties related to the conduct of your business.

b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don’t own, hire or borrow to transport your clients or other persons in activities necessary to your business.

c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form**:**

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

(2) Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

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D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in **B. Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in **B. Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and

b. Any:

(1) Overdue lease or loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

(5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to $75 for towing and labor costs incurred each time a covered "auto" that is a "private passenger type", light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

As used in this provision, "private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

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(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $100 per day, to a maximum of $3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

a. We will pay up to $750 for "loss" to personal effects which are:

(1) Personal property owned by an "insured"; and

(2) In or on a covered "auto".

b. Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

(1) The reasonable cost to replace; or

(2) The actual cash value.

c. The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

(1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

(2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

(3) Paintings, statuary and other works of art.

(4) Contraband or property in the course of illegal transportation or trade.

(5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.

2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

(a) Are the property of an "insured"; and

(b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is $500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

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If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or

2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;

2. Repair;

3. Servicing;

4. "Loss"; or

5. Destruction.

2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

N. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

(1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

O. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

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This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

P. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

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 under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

Q. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

(1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or

(2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

R. Hired Auto – World Wide Coverage

Paragraph **7.b.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

(5) Anywhere else in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

S. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

T. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

U. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

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V. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of $2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

W. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered “auto” is stolen and recovered, we will pay the cost of transport to return the “auto” to you. We will pay only for those covered “autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLA 0398381-07	Effective Date: 03/31/2024

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or

b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

(1) Your ongoing operations, with respect to Paragraph **1.a.** above; or

(2) "Your work", with respect to Paragraph **1.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

(a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or

b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

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in the performance of:

(a) Your ongoing operations, with respect to Paragraph **2.a.** above; or

(b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

(i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

(c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law;

(2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;

(3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

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B. Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, 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 failure to render, any professional architectural, engineering or surveying services including:

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

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against 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.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

(1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

(2) We receive written notice of a claim or "suit" as soon as practicable; and

(3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

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

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

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1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or

2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

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

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GLA 0398381-07	03/31/2024	03/31/2025		06191000	$ **INCL**	$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):
ANY CONSTRUCTION PROJECT EXCEPT A CONSTRUCTION PROJECT FOR WHICH A CONSOLIDATED (WRAP-UP) OR SIMILAR INSURANCE PROGRAM HAS BEEN PROVIDED.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

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B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS NOT ENGAGED BY THE NAMED INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name(s) Of Additional Insured Engineer(s), Architect(s) Or Surveyor(s) Not Engaged By The Named Insured:
ANY ENGINEERS, ARCHITECTS OR SURVEYORS WHILE NOT ENGAGED BY YOU, TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO THE LOSS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the architects, engineers or surveyors shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

Such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

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

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

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
2. Supervisory, inspection or engineering services.

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 services.

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C. With respect to the insurance afforded to these additional insureds, 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 contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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Washington - Blanket Notification To Others Of Cancellation

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLA 0398381-07	Effective Date: 03/31/2024

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. If we cancel this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will deliver electronic notification that such Coverage Part has been cancelled to each person or organization issued a Certificate of Insurance shown in a Schedule provided to us by the First Named Insured. Such Schedule:

1. Must be initially provided to us within 15 days:

a. After the beginning of the policy period shown in the Declarations; or

b. After this endorsement has been added to policy;

2. Must contain the names and e-mail addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled;

3. Must be in an electronic format that is acceptable to us; and

4. Must be accurate.

Such Schedule may be updated and provided to us by the First Named Insured during the policy period. Such updated Schedule must comply with Paragraphs **2. 3.** and **4.** above.

B. Our delivery of the electronic notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured. Delivery of the notification as described in Paragraph **A.** of this endorsement will be completed as soon as practicable after the effective date of cancellation to the first Named Insured.

C. Proof of e-mailing the electronic notification will be sufficient proof that we have complied with Paragraphs **A.** and **B.** of this endorsement.

D. Our delivery of electronic notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such delivery of electronic notification will not:

1. Extend the Coverage Part cancellation date;

2. Negate the cancellation; or

3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

E. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the Schedule provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Washington Blanket Notification To Others Of Cancellation

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLA 0398381-07	Effective Date: 03/31/2024

This endorsement modifies insurance provided under the:

Auto Dealers Coverage Form
Business Auto Coverage Form
Motor Carrier Coverage Form

A. If we cancel this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will deliver electronic notification that such Coverage Part has been cancelled to each person or organization issued a Certificate of Insurance shown in a Schedule provided to us by the First Named Insured. Such Schedule:

1. Must be initially provided to us within 15 days:

a. After the beginning of the policy period shown in the Declarations; or

b. After this endorsement has been added to policy;

2. Must contain the names and e-mail addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled;

3. Must be in an electronic format that is acceptable to us; and

4. Must be accurate.

Such Schedule may be updated and provided to us by the First Named Insured during the policy period. Such updated Schedule must comply with Paragraphs **2.**, **3.** and **4.** above.

B. Our delivery of the electronic notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured. Delivery of the notification as described in Paragraph **A.** of this endorsement will be completed as soon as practicable after the effective date of cancellation to the first Named Insured.

C. Proof of e-mailing the electronic notification will be sufficient proof that we have complied with Paragraphs **A.** and **B.** of this endorsement.

D. Our delivery of electronic notification described in Paragraphs **A.** and **B**. of this endorsement is intended as a courtesy only. Our failure to provide such delivery of electronic notification will not:

1. Extend the Coverage Part cancellation date;

2. Negate the cancellation; or

3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

E. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the Schedule provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Commercial Umbrella Liability Policy

There are provisions in this policy that restrict coverage. Read the entire policy carefully to determine your rights, duties and what is and is not covered.

Throughout this policy 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 policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word **insured** means any person or organization qualifying as such in **SECTION V. DEFINITIONS** of this policy.

Words and phrases that are printed in bold-face type are defined in this policy. These definitions are found in **SECTION V. DEFINITIONS** of this policy or in the specific policy provision where they appear.

In consideration of the payment of the premium and in reliance upon the statements in the Declarations and in accordance with the provisions of this policy we agree with you to provide coverage as follows:

Insuring Agreements

SECTION I. COVERAGE

A. Coverage A - Excess Follow Form Liability Insurance

Under **Coverage A**, we will pay on behalf of the **insured** those damages covered by this insurance in excess of the total applicable limits of **underlying insurance**. With respect to **Coverage A**, this policy includes:

1. The terms and conditions of **underlying insurance** to the extent such terms and conditions are not inconsistent or do not conflict with the terms and conditions referred to in Paragraph **2**. below; and
2. The terms and conditions that apply to **Coverage A** of this policy.

Notwithstanding anything to the contrary contained above, if **underlying insurance** does not apply to damages, for reasons other than exhaustion of applicable Limits of Insurance by payment of **loss**, then **Coverage A** does not apply to such damages. Also, **Coverage A** does not apply to any form of **casualty business crisis expense** insurance even if such insurance is afforded under **underlying insurance** or would have been afforded except for the exhaustion of the Limits of Insurance of **underlying insurance**.

B. Coverage B - Umbrella Liability Insurance

Under **Coverage B**, we will pay on behalf of the **insured** those damages the **insured** becomes legally obligated to pay by reason of liability:

1. Imposed by law because of **bodily injury**, **property damage**, or **personal and advertising injury**; or
2. Assumed under an **insured contract** because of **bodily injury** or **property damage**;

covered by this insurance but only if the injury, damage or offense arises out of your business, takes place during the policy period of this policy and is caused by an **occurrence** happening anywhere. We will pay such damages in excess of the **Retained Limit** specified in Item **5.** of the Declarations or the amount payable by **other insurance**, whichever is greater.

Coverage B does not apply to any **loss**, claim or **suit** for which insurance is afforded under **underlying insurance** or would have been afforded except for the exhaustion of the Limits of Insurance of **underlying insurance**.

The amount we will pay for **loss** under **Coverage A** or **Coverage B** is limited as described in **SECTION II. LIMITS OF INSURANCE**.

We have no obligation under **Coverage A** and/or **Coverage B** with respect to any settlement made without our consent.

The insurance afforded under **Coverage A** and **Coverage B** applies to **bodily injury** or **property damage** only if prior to the policy period, no **designated insured** knew that the **bodily injury** or **property damage** had occurred, in whole or in part. If such a **designated insured** knew, prior to the policy period, that the **bodily injury** or **property damage** occurred, then any continuation, change or resumption of such **bodily injury** or **property damage** during or after the policy period will be deemed to have been known prior to the policy period.

c. The duties and requirements imposed upon any **insured** under this policy will not apply to any **non-admitted jurisdiction**. However, with respect to any claims made or **suits** brought in a **non-admitted jurisdiction**, it will be the duty of the first **Named Insured** to do or cause the applicable **qualified entity** to do such things as would be required of such **qualified entity** if **Coverage A** applied directly to such claim or **suit**, including:

(1) Make such investigation, defense or settlement as we deem reasonable;

(2) Obtain our approval for any payment; and

(3) Effect approved payments to others, in accordance with the terms and conditions of this insurance.

d. Under **Coverage B**, this policy does not apply to any liability, damage, **loss**, cost or expense arising out of any operations or activities of a **qualified entity**.

e. We will promptly pay the first **Named Insured** at the mailing address listed in Item **2.** of the Declarations the amount of damages covered under the terms of this policy. If the first **Named Insured** or any **qualified entity** recovers from any third party all or part of any amount that we have paid pursuant to this insurance, the first **Named Insured** will promptly reimburse the amount of any such recovery to us.

10. Legal Action Against Us

There will be no right of action against us under this insurance unless:

a. You have complied with all the terms of this policy; and

b. The amount you owe has been determined by settlement with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a party in an action against you to determine your liability.

11. Maintenance of Underlying Insurance

During the period of this policy, you agree:

a. To keep the policies listed in the Schedule of Underlying Insurance in full force and effect;

b. That the Limits of Insurance of the policies listed in the Schedule of Underlying Insurance will be maintained except for any reduction or exhaustion of limits by payment of claims or **suits** for damages covered by **underlying insurance**;

c. The policies listed in the Schedule of Underlying Insurance may not be canceled or not renewed by you without notifying us, and you agree to notify us in the event an insurance company cancels or declines to renew any policy listed in the Schedule of Underlying Insurance; and

d. Renewals or replacements of the policies listed in the Schedule of Underlying Insurance will not be materially changed without our agreement.

If you fail to comply with these requirements, we will only be liable to the same extent that we would have been had you fully complied with these requirements.

12. Miscellaneous Unintentional Errors and Omissions

Any unintentional error or omission in the description of, or failure to describe completely, any premises or operations intended to be covered by this policy, shall not invalidate or affect the coverage for those operations or premises. However, the **insured** must report such error or omission to the company as soon as practicable after its discovery.

13. Other Insurance

If **other insurance** applies to damages that are also covered by this policy, this policy will apply excess of the **other insurance**. However, this provision will not apply:

a. If the **other insurance** is written to be excess of this policy; or

b. With respect to **Coverage A** only, if the **named insured** has agreed in a written contract to carry insurance to apply prior to and be non-contributory with that of another person or organization's insurance, but only as respects damages arising out of insured operations or work on behalf of the **named insured** performed under such written contract. The limits available to the other person or organization will be the lesser of the policy limits or the minimum limits required by such written contract. In that case, **other insurance** of that person or organization will apply as excess and not contribute prior to the insurance afforded by this policy.

Nothing herein will be construed to make this policy subject to the terms, conditions and limitations of such **other insurance**.

14. Premium

The premium for this policy as stated in Item **6.** of the Declarations is a flat premium. It is not subject to adjustment unless an endorsement is attached to this policy.

15. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned 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.

16. Terms Conformed to Statute

The terms of this policy which are in conflict with the statutes, laws, ordinances or regulations in any country, jurisdiction, state or province where this policy is issued are amended to conform to such statutes, laws, ordinances or regulations. If we are prevented by law or statute from paying on behalf of the **insured**, then we will, where permitted by law or statute, indemnify the **insured**.

17. 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 insurance, those rights are transferred to us. The **insured** must do nothing after the **loss** to impair them. At our request, the **insured** will bring **suit** or transfer those rights to us and help us enforce them.

However, if any **insured** is required by a written contract or agreement which is executed before a **loss** to waive their rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations for which the **insured** has not waived their rights of recovery by contract.

b. Any amount recovered will be apportioned in the inverse order of payment of **loss** to the extent of actual payment. The expenses of all such recovery proceedings will be apportioned in the ratio of respective recoveries.

18. Transfer of Your Rights and Duties

Your rights and duties under this insurance may not be transferred without our written consent. If you die, then your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having temporary custody of your property will have your rights and duties but only with respect to that property.

19. When Loss is Payable

Coverage under this policy will not apply until the **insured**, or the **insured's** underlying insurer has paid or is legally obligated to pay the full amount of the Underlying Limits of Insurance or **Retained Limit**.

When the amount of **loss** is determined by an agreed settlement or on a final judgment against an **insured** obtained after an actual trial, we will promptly pay on behalf of the **insured** the amount of **loss** covered under the terms of this policy. The first **Named Insured** will promptly reimburse us for any amount within the **Retained Limit** paid by us.

20. Violation of Economic or Trade Sanctions

If coverage for a claim or **suit** under this policy is in violation of any economic or trade sanctions of the United States of America then coverage for that claim or **suit** will be null and void.

B. The following Condition is applicable to **Coverage A** and **Coverage B**:

1. Notice 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 damages covered by this policy.

To the extent possible, notice will include:

(1) How, when and where the **occurrence** took place;

Schedule of Underlying Insurance

Re: CENTRAL WASHINGTON ASPHALT, INC.

Coverage: Commercial Umbrella Liability Policy

Reference Number: 0398484-40

Our proposal is subject to the underlying limits of liability and coverages as stated below. All Underlying Insurance must be provided by a carrier with an A.M. Best rating of A-VII or better.

Commercial General Liability

Carrier Group Name:	Zurich Insurance Group LTD		
Issuing Company:	Zurich American Insurance Company		
Policy Number:	GLA 0398381 07	Policy Period:	03/31/2024 to 03/31/2025
Coverages Included:	Premises and Products / Completed Ops		
Premises - Each Occurrence Limit:	$2,000,000		
Retention Type:	Deductible	Retention ALAE:	In Addition to the Limit
Retention Amount:	$25,000		
Products / Completed Ops - Each Occurrence	$2,000,000		
Retention Type:	Deductible	Retention ALAE:	In Addition to the Limit
Retention Amount:	$25,000		
General Aggregate:	$4,000,000		
Products / Completed Operations Aggregate:	$4,000,000		
Employee Benefits - Each Claim:	$1,000,000		
Employee Benefits - General Aggregate:	$2,000,000		
Retention Type:	Deductible	Retention ALAE:	In Addition to the Limit
Retention Amount:	$1,000		
Terms and Conditions:			

Auto Liability

Carrier Group Name:	Zurich Insurance Group LTD		
Issuing Company:	Zurich American Insurance Company		
Detailed Description of Policy:	TBD		
Policy Number:	GLA 0398381 07	Policy Period:	03/31/2024 to 03/31/2025
Combined Single Limit:	$2,000,000		
Retention Type:	Deductible	Retention ALAE:	Erode the Limit
Retention Amount:	$25,000		
Terms and Conditions:			

Schedule of Underlying Insurance

Stop Gap

Carrier Group Name: Zurich Insurance Group LTD

Issuing Company: Zurich American Insurance Company

Detailed Description of Policy: TBD

Policy Number: GLA 0398381 07 Policy Period: 03/31/2024 to 03/31/2025

Bodily Injury By Accident - Each Accident: $1,000,000

Retention Type: None

Bodily Injury By Disease - Each Employee: $1,000,000

Retention Type: None

Bodily Injury By Disease - Policy Limit: $1,000,000

Terms and Conditions:

Personal Umbrella Policy

Carrier Group Name: Other

Issuing Company: Safeco Insurance Company of America

Detailed Description of Policy: Pamp M. and Kimberly L. Maiers

Policy Number: UH2015922 Policy Period: 06/16/2021 to 06/16/2022

Each Occurrence Limit: $5,000,000

Retention Type: None

Terms and Conditions:

Schedule of Forms and Endorsements

Re: CENTRAL WASHINGTON ASPHALT, INC.

Coverage: Commercial Umbrella Liability Policy

Reference Number: 0398484-40

The following schedule contains a general description of the coverages provided. For a detailed description of the terms conditions, exclusions and limitations of this insurance you must refer to the applicable policy forms and endorsements identified.

	Title *	Form Number
Policy Form:	Commercial Umbrella Liability Policy	U-UMB-103-C CW (03/10)
Endorsement:	Important Notice - In Witness Clause	U-GU-319-F (01/09)
	Schedule Of Taxes, Surcharges Or Fees	U-GU-616-A CW (10/02)
	Disclosure of Important Information Relating to Terrorism Risk Insurance Act	U-GU-630-E CW (01/20)
	Commercial Umbrella Liability Policy Declarations	U-UMB-D-101-C CW (03/10)
	Schedule of Underlying Insurance	U-UMB-105-A CW (07/99)
	Extended Schedule of Underlying Insurance	U-UMB-106-A CW (07/99)
	Certified Act of Terrorism Exclusion - Coverages A& B	U-UMB-408-C MU (01/15)
	Care, Custody Or Control Exclusion	U-UMB-129-B CW (07/03)
	Contractors Limitation Endorsement With Consolidated (Wrap-Up) Insurance Program Excluded	U-UMB-134-D CW (01/14)
	Cross Suits Exclusion	U-UMB-141-A CW (07/99)
	Employee Benefits Liability Follow Form	U-UMB-167-B CW (07/03)
	Lead Exclusion	U-UMB-193-A CW (07/99)
	Products-Completed Operations Hazard Follow Form	U-UMB-224-A CW (07/99)
	Fungus or Bacteria Exclusion	U-UMB-385-C MU (07/19)
	Designated Work Exclusion	U-UMB-424-A CW (07/03)
	Silica or Silica Mixed Dust Exclusion	U-UMB-488-A CW (06/04)
	Total Pollution Exclusion	U-UMB-524-B CW (03/10)
	Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability Exclusion	U-UMB-920-A CW (01/15)
	Sanctions Exclusion Endorsement	U-GU-1191-A CW (03/15)
	Washington Changes	U-UMB-341-C WA (04/10)
	Exclusion-Recording And Distribution Of Material Or Information In Violation Of Law	U-UMB-525-F CW (01/14)
	Umbrella Amendatory Endorsement	U-UMB-906-A CW (01/14)

* The titles of the endorsements are provided for convenience only. Coverage provided pursuant to these endorsements shall be interpreted and applied without regard to such titles.

Agenda Sheet for City Council:

Committee: PIES **Date:** 07/21/2025

Committee Agenda type: Consent

Council Meeting Date: 08/18/2025

Date Rec'd	7/16/2025		
Clerk's File #	OPR 2025-0543		
Cross Ref #			
Project #			
Submitting Dept	WATER & HYDROELECTRIC SERVICES	**Bid #**	RFP #6344-25
Contact Name/Phone	RAYLENE 509-625-7821	**Requisition #**	CR027722
Contact E-Mail	RGENNETT@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	BWILKERSON JBINGLE KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	4100 RFP 6344-25 SCADA UPGRADE		

Agenda Wording

Service contract for Upriver Dam Engineering and Implementation of Supervisory Control and Data Acquisition Upgrade with Hungry Horse Engineering Inc. (Liberty Lake, WA) for $635,200.00 Plus Tax

Summary (Background)

This professional services contract is for engineering and implementation services for the Supervisory Control and Data Acquisition (SCADA) Upgrade at Upriver Dam, in accordance with RFP 6344-25. This SCADA system provides operational monitoring and control of the entire municipal water system, the hydroelectric generation at Upriver dam, and ensures safe management of the flow of the Spokane River

What impacts would the proposal have on historically excluded communities?

Public works projects and services aim to improve infrastructure that serves 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.

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

This work is for the Upriver municipal water system and hydroelectric generation, and is not a public-facing program.

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?

This work is part of the Capital Improvement Program and is necessary to improve aging data management infrastructure, improve water system operation, and ensure safe dam operations.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 635,200.00
Current Year Cost	$ 635,200.00
Subsequent Year(s) Cost	$

Narrative

This project was a publicly announced RFQ's using City of Spokane Purchasing policies and procedures. All possible attempts were made for competitive and responsive candidates.

Amount		Budget Account
Revenue	$ 635,200.00	# 4100 42490 94340 56501 11019
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Program Revenue

Is this funding source sustainable for future years, months, etc?

Water Dept CIP, 4100-42490-94340-56501-11019

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	HOPKINS, LEON	**PURCHASING**	PRINCE, THEA
Division Director	GENNETT, RAYLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

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jlmeyer@spokanecity.org	crickman@spokanecity.org
jdclark@spokanecity.org	

Committee Briefing Paper
Public Infrastructure, Environment & Sustainability Committee

Committee Date	7-21-25
Submitting Department	Water and Hydroelectric Services
Contact Name	Raylene Gennett
Contact Email & Phone	rgennett@spokanecity.org 509-625-7821 or 509-638-9983
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested:
Agenda Item Name	**4100 OPR 2025-134 SCADA Upgrade**
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	**This professional services contract is for engineering and implementation services for the Supervisory Control and Data Acquisition (SCADA) Upgrade at Upriver Dam, in accordance with RFP 6344-25. This SCADA system provides operational monitoring and control of the entire municipal water system, the hydroelectric generation at Upriver dam, and ensures safe management of the flow of the Spokane River.**

Fiscal Impact

Approved in current year budget? ☒ Yes ☐ No ☐ N/A

Total Cost: $635,200.00 Plus Tax

Current year cost: $635,200.00 Plus Tax

Subsequent year(s) cost: N/A

Narrative: **This project was a publicly announced RFQ's using City of Spokane Purchasing policies and procedures. All possible attempts were made for competitive and responsive candidates**.

Funding Source ☒ One-time ☐ Recurring ☐ N/A

Specify funding source: Program revenue

Is this funding source sustainable for future years, months, etc? **Water Dept CIP, 4100-42490-94340-56501-11019**

Expense Occurrence ☒ One-time ☐ Recurring ☐ N/A

Other budget impacts: (revenue generating, match requirements, etc.) Increase to hydroelectric power generation.

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

- What impacts would the proposal have on historically excluded communities?
  Public works projects and services aim to improve infrastructure that serves 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.

- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?
  This work is for the Upriver municipal water system and hydroelectric generation, and is not a public-facing program.

- 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?
  This work is part of the Capital Improvement Program and is necessary to improve aging data management infrastructure, improve water system operation, and ensure safe dam operations.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

City Clerk's OPR 2025-0543

City of Spokane

PERSONAL SERVICES AGREEMENT

Title: SCADA UPGRADE AT THE UPRIVER DAM

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **HUNGRY HORSE ENGINEERING, INC., dba H2E**, whose address is 23305 East Know Avenue, Building A, Liberty Lake, Washington 99019, as (Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. PERFORMANCE.
The Company shall provide Engineering Services for the Supervisory Control and Data Acquisition (SCADA) Upgrade at the Upriver Dam, in accordance with RFP 6344-25, which is attached as Exhibit B, and Company's Response, which is attached as Exhibit C. In the event of a conflict between these documents and this City Contract, the terms of this contract will control.

2. TERM OF AGREEMENT.
The term of this Agreement begins on July 28, 2025, and shall run through December 31, 2027, unless amended by written agreement or terminated earlier under the provisions.

3. COMPENSATION / PAYMENT.
Total compensation for Company's services under this Agreement shall not exceed **SIX HUNDRED THIRTY-FIVE THOUSAND TWO HUNDRED AND NO/100 DOLLARS ($635,200.00),** plus applicable tax, for everything furnished and done under this Agreement. This is an optional use contract. Services by the Company are provided on an as-needed basis upon request in accordance with the terms of the Contract documents. Only the services requested, received and accepted will be paid for by the City.

The Company shall submit its applications for payment to City of Spokane, City of Spokane Water Department, Administrative Office, 914 E. North Foothills Drive, Spokane, Washington 99207. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

4. TAXES, FEES AND LICENSES.

A. Company shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Company's sole responsibility to monitor and determine changes or

the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

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

5. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Company shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the 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.

6. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

7. 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.

8. INSURANCE.

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

A. Worker's Compensation Insurance in compliance with RCW 51, 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.

(Include verbiage if no Worker's Comp: **The Instructor states they are a sole proprietor or partnership with no employees and; therefore, are not required to have proof of Workers' Compensation Coverage. Contractor will provide proof of Workers' Compensation coverage if their status changes.)**

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

i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of $2,000,000, in order to meet the insurance coverage limits required in this Agreement; and

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the 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) upon request by the City. 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.

10. 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.

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

12. ASSIGNMENT AND SUBCONTRACTING.
The Company shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Company shall incorporate by reference this Agreement, except as

otherwise provided. The Company shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Company from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

13. TERMINATION.
Either party may terminate this Agreement, with or without cause, by sixty (60) days written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date.

14. STANDARD OF PERFORMANCE.
The standard of performance applicable to Company's services will be the degree of skill and diligence normally employed by professional Companies performing the same or similar services at the time the services under this Agreement are performed.

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

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

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

17. MISCELLANEOUS PROVISIONS.
A. **Amendments/Modifications**: This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.
B. The Company, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Company shall comply with the requirements of this Section.
C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
D. **Captions**: The titles of sections or subsections are for convenience only and do not define or limit the contents.
E. **Severability**: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

F. **Waiver**: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Company after the time the same shall have become due nor payment to the Company for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

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

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

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

HUNGRY HORSE ENGINEERING, INC. dba H2E	**CITY OF SPOKANE**
By_____	By_____
Signature Date	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 – RFP 6344-25
Exhibit C – Company's Response to RFP 6344-25
25-134

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.

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

EXHIBIT B

CITY OF SPOKANE – PURCHASING
& CONTRACTS
915 N. Nelson St.
Spokane, Washington 99202
(509) 625-6400

REQUEST FOR PROPOSALS

RFP NUMBER: 6344-25 **RFP TITLE: SCADA Upgrade** **RFP COORDINATOR: Tanya Lester, City of Spokane Purchasing Department tlester@spokanecity.org 509.625.6576** **MANDATORY PRE-SUBMITTAL MEETING: March 10th, 2025 Time: 10:00 AM** **QUESTION DEADLINE: March 14, 2025 TIME: 4:30 PM**	**PROPOSAL DUE DATE: MONDAY, March 31, 2025 TIME: 1:00 PM** **PROPOSAL SUBMITTAL:** **All Proposals shall be submitted electronically through the ProcureWare online procurement system portal: https://spokane.procureware.com by the due date and time.**

TABLE OF CONTENTS

Contents

1. GENERAL INFORMATION 3
1.1 COMMUNICATION 3
1.2 BACKGROUND AND PURPOSE 3
1.3 MINIMUM QUALIFICATIONS 3
1.4 CONTRACT PERIOD 4
1.5 ADDENDA 4
1.6 TERMS AND CONDITIONS 4
1.7 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES 4
1.8 DEFINITIONS 5
2. SCOPE OF SERVICES 6
3. PROPOSAL CONTENTS 13
3.1 PREPARATION OF PROPOSAL 13
3.2 LETTER OF SUBMITTAL 13
3.3 TECHNICAL PROPOSAL 13
3.4 MANAGEMENT PROPOSAL 14
3.5 COST PROPOSAL 14
4. PROPOSAL SUBMISSION AND EVALUATION 15

4.1 SUBMISSION OF PROPOSALS 15
4.2 EVALUATION PROCEDURE 15
4.3 EVALUATION SCORING 16
4.4 AWARD/REJECTION OF PROPOSAL/CONTRACT 16
5. RFP ATTACHMENTS 17

1. GENERAL INFORMATION

1.1 COMMUNICATION

All communication between the Proposer and the City shall be with the Request for Proposals Coordinator and submitted through the 'Clarifications' tab in the City of Spokane's online procurement system portal: https://spokane.procureware.com. Any communication directed to other parties is prohibited.

1.2 BACKGROUND AND PURPOSE

The City of Spokane is initiating an upgrade to a large portion of the existing SCADA system's software for the Water and Hydroelectric Department's operations at the Upriver Facility. The SCADA functions include equipment/machinery control, data acquisition, data historization, asset management, alarming, and site security. The SCADA system uses wired ethernet/fiber, wireless ethernet (IP radios), and serial (RS485 on radios) connections. There are two distinct sides to the SCADA system: Water production/distribution, and the Hydroelectric Project.

- The Water production and distribution system consists of eight Well Stations, twenty-eight Booster Stations, and thirty-eight Tanks all remotely controlled from a central control room. Operational control of these sites is by Allen Bradley PLCs and 900 Mhz and broadband radios (IP and serial in a distributed control configuration), and consists of pump control, data from sensors and alarms, building environmental, and site security.

- The Hydroelectric Project consists of two Powerhouses, five generators, a spillway with 8 gates, and other related appurtenances. Operational control of these sites is by wired ethernet (copper and fiber) and consists of generator and governor control, gate operation, data from sensors and alarms, building environmental, and site security.

1.3 MINIMUM QUALIFICATIONS

The Firm must be licensed to do business in the State of Washington and shall acquire a City of Spokane Business License.

The Integrator shall be a Allen Bradley/Rockwell Silver level System Integrator and a PlantPAx badged integrator or be in the process of attaining a badge. Proposal shall include documentation to support Integrators' certifications or process milestones with Allen Bradley/Rockwell.

As part of their submittal, Integrator shall acknowledge and allow the City of Spokane to contact the owners of previous SCADA installations who are listed as references.

The Integrator **under the advisement of Rockwell Automation** shall provide the City with Design Specifications and specific phases. The Integrator shall consult with the Rockwell Automation in developing the points below;

- Phase 1 - Characterization Verification
- Phase 2 - Preliminary Software/Hardware Design
- Phase 3 - Design Verification

- Phase 4 - Project Verification

At the conclusion of the project Rockwell Automation will ensure their minimum requirements are met.

1.4 CONTRACT PERIOD

Any contract resulting from this RFP will begin upon signing until December 31, 2026.

1.5 ADDENDA

It is the responsibility of Proposers to check the City of Spokane's online procurement system https://spokane.procureware.com for Addenda or other additional information that may be posted regarding this Request for Proposals.

1.6 TERMS AND CONDITIONS

Terms and Conditions applicable to this RFP are included herein by reference and attached to this RFP as Attachment 1.

1.7 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Deadline for Questions	March 14, 2024
Proposals Due	March 31, 2025
Evaluation, Negotiation and Contract Award	April 10, 2025
Begin Contract Work	May 30, 2025

The City reserves the right to revise the above schedule.

1.8 DEFINITIONS

Definitions for the purposes of this RFP include:

AB - Allen Bradley

AHV - Acropolis HyperVisor

AIR Gap – Fully disconnected from other networks and without the ability to remote-in for licensing, monitoring, troubleshooting or configuring or any other connection.

ANSI - American National Standards Institute

AOS - Acropolis Operating System **City** – The City of Spokane, a Washington State municipal corporation, the agency issuing this RFP.

COS - City of Spokane

FAT - Final Acceptance Testing

FDS - Functional Design Specification

Firm or Consultant – Individual or company whose Proposal has been accepted by the City and is awarded a fully executed, written contract.

FW - Fire Wall

Historian – database that accumulates time stamped data and events and can be queried and used to populate graphic trends and reports.

HMI - Human Machine Interface

IEC - International Electrotechnical Commission

Integrator - a company that puts together and programs computer hardware and software to form a system.

ISA - International Society of Automation

PLC - Programmable Logic Controller

Proposal – A formal offer submitted in response to this solicitation**.**

Proposer - Individual or Firm submitting a Proposal in order to attain a contract with the City.

SAT - Site Acceptance Testing

SCADA = Supervisory Control and Data Acquisition

SI - System integrator

SFFI – Washington State Department of Commerce Securing Federal Funding Initiative.

Request for Proposals (RFP) – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit the consultant community to suggest various approaches to meet the City's needs at a given price

2. SCOPE OF SERVICES

2.1 DESCRIPTION

- The selected System Integrator will be tasked with replacing an existing air-gapped Wonderware HMI system, software, servers, thin-clients, and specific PLCs with a new Allen Bradley/Rockwell PlantPAx system. These specifications describe the expectations of the new system.
- All new SCADA system PLCs, servers, thin clients, and software will be supplied by the COS.

2.2 GENERAL REQUIREMENTS

1. Software Standards, based upon with some exceptions as determined during installation;
    a. HMI standards
        i. Allen Bradley PlantPAx Standards as specified
        ii. ANSI/ISA-101.01-2015 Human Machine Interfaces for Process Automation Systems
        iii. ISA-95 Enterprise Control System Integration
    b. Network/communication security standards.
        i. IEC-62443 Security for Industrial Automation and Control Systems
    c. Alarm/notification standards.
        i. ANSI/ISA-18.2-2016, Management of Alarm Systems for the Process Industries
    d. ISA-95 Enterprise Control System Integration
2. Software provided by COS;
    a. Windows 2019 domain functionality.
        i. Integrator shall use Windows Active Directory and group policies for permissions, management, and configurations for users, thin clients, and software.
    b. Acropolis Hypervisor (AHV)
    c. Thinmanager
    d. Allen Bradley SCADA software
        i. FactoryTalk View SE medium bundle
        ii. FactoryTalk View SE redundant server
        iii. Historian SE 10k tags
        iv. FactoryTalk Asset Center standard
        v. FactoryTalk View Studio Enterprise
        vi. Studio 5000 full edition
    e. Compatible CSV and doc software like Microsoft excel and word
3. PLC Hardware provided by COS;
    a. New “System Master” PLCs will be provided by the City:
        i. Three (3) ControlLogix controllers
            1. ControlLogix 1756-L83EP
            2. AB 1756-EN4TR communication modules
        ii. New controllers will operate as “System Masters”;
            1. One (1) will replace existing System Master for Water side
                a. Functionality will mimic existing System Master for data management and add radio preference, enhanced data management and scan cycles.

b. Program shall provide for enhanced cyber-security/CIP
c. Program shall provide for increased data throughput, reduced scan cycles, enhanced data points

2. One (1) will be installed on the Hydroelectric side
    a. Functionality to provide data management between PlantPAx and existing AB based PLC programming
    b. Existing PLCs have proprietary programming that cannot be modified
    c. This is the demarcation of PlantPAx and existing programming.
3. One (1) additional ControlLogix 1756-L83EP will be programmed as a spare for either Master position

b. New "Zone Master" PLCs will be provided by the City:
    i. Nine (9) CompactLogix controller and cards listed below
        1. CompactLogix 5069-L320ERP
        2. AB 5069-SERIAL cards
        3. 5069-OB16 discrete output cards
        4. 5069-IF8 analog input cards
        5. 5069-IB16 discrete input cards
    ii. Each new controller will operate as a "Zone Master";
        1. Eight (8) will replace existing Zone Masters for the Water side
            a. Functionality will mimic existing Zone Masters for zone control and add ability for radio preference, enhanced data management and scan cycles.
            b. These PLCs are the demarcation between PlantPAx and existing programming
            c. These PLCs must retain ability to provide local zone management for relevant tank & booster combinations
            d. Program shall provide for enhanced cyber-security/CIP
            e. Program shall provide for increased data throughput, reduced scan cycles, enhanced data points
        2. One (1) additional controller will be programmed as a spare

c. Integrator shall review existing PLC programming to develop baseline functionality for new programming.
    i. New programming shall include improvements to;
        1. Cyber-security/CIP protection/data encryption
        2. Automatic failover and system data collection
        3. Command/response priority levels
        4. Increased scan rate, multi-scan options
        5. Increased system data transmission
    ii. Integrator shall be responsible for developing new programming, downloading into PLCs, performing bench tests, and preparation for deployment.
    iii. New programming for these PLCs will be unlocked and fully available for City Staff.

iv. City Staff will install the PLCs for field testing and evaluation in parallel operation with current system
v. Integrator shall conduct final onsite testing and prepare reports.
vi. No other PLC hardware is part of this project.
1. If Integrator finds that a component of existing system is functionally incompatible with the upgrade, the Integrator shall make recommendations for replacement.

d. Managed Switches
i. Up to Nine (9) AB 1783-LM55, STRATIX 2500 Sport lightly managed switches

e. Thin Client Hardware
i. 8 AB 6300T thin client
ii. 3 AB ASEM box PC

f. Servers provided by COS;
i. Three separate 3 node Nutanix Clusters 1365N G8

g. Configuration and installation of City provided software needed for the PDU's and smart UPS's
i. SUA50000RMT5U

4. Configuration of operational backup site equipment utilizing Nutanix servers, thin clients and AHV software
a. Nutanix AOS 6.10 LTS and AHV-20230302.102001
5. The Integrator shall be responsible for the design, implementation, and testing of the software to the point of independent operation by City staff. SCADA software will not be live until fully tested by City Staff. The Integrator shall provide support for:
a. Creating necessary Windows AD group policies, users, and organizational groups.
b. Installation Rockwell PlantPAx software on all needed server VMs ensuring connectivity, licensing, and functionality.
c. Thin client endpoint configuration using Thinmanager software.
d. Configuration of remote desktop servers, users, services, and applications.
e. Installation, setup, and configuration of network/communication/security using our City provided equipment which uses Nutanix AHV, Cisco, and Allen Bradley Stratix switching.
6. The Integrator shall retain the current ability to function solely in an "Air Gapped" or "Dark Site" environment. The new SCADA system shall not require an outside connection for design, development, operation, maintenance (including updates), or repair either during or after the implementation.
a. Integrator shall acknowledge that the availability of the Integrator to be onsite for downtime or repairs is a critical infrastructure concern for the City of Spokane and will be reviewed.
7. The Integrator shall include a testing environment or "sandbox" to design new screens/features in and the ability to test them before publishing them into the live system.
8. System design shall be based primarily on standardized PlantPAx templates whenever possible. Custom templates (or face plates) are permitted only when standard templates are unavailable. Custom templates shall allow the ability to make changes to the template, which will then be able to propagate throughout all instances where that template is used.
9. The integrator shall provide for the ability to add or remove permissions for individual staff members. City managers and instrument techs shall have full access to specify permissions for all

users.

10. The Integrator shall review the existing Wonderware SCADA system and develop a strategy for migrating data, tags, HMI layout/visualizations, communication protocols, and data transfer limitations, into the new SCADA system control.
11. The Integrator shall develop a new SCADA system control integrating data, tags, HMI layout/visualizations, communication protocols, and PLC data transfer, from the existing Wonderware SCADA system, Appendices, and incorporating input from City Staff. The Integrator shall;
    a. Review pre-bid system details for additional specifications.
    b. Review Appendices and incorporate into new SCADA system.
    c. Acknowledge that the new SCADA system control shall meet the following design specifications:
        i. The existing SCADA system and the Appendices shall be the basis for HMI visualizations, operator interface, and the basic "look and feel" of the screens; system functionality, programming, data management, and control of equipment
        ii. SCADA system implementation shall provide for successful data and tag conversion from existing Wonderware system. Data conversion shall include the last ten (10) years of City defined historical SCADA data, tags, etc.
        iii. New system must be configured and have the ability to display, save and print custom trend charts with multiple variables.
    d. Integrator shall work with City Staff to implement new HMI functionality and visualizations.
        i. The integrator shall be allowed to do most of the work off site before delivering a mostly configured system. Functional reviews will take place periodically as stated in the implementation plan, and at key milestones in the project such as agreed upon with the Vendor and the City of Spokane. When the system is ready for deployment the Integrator shall be onsite a minimum of three days (24hrs) per week to review progress and incorporate any changes necessary in programming.

2.3 REPORTING

1. The new system shall have a means of recalling data by date and time from the historian and be able to produce reports and queries on printable pages and by electronic media using Excell or CSV format.
    a. The integrator shall provide a minimum of three reports and queries:
        i. Hard copy/paper version of the "Water Quality Report"
        ii. Hard copy/paper version of the "Quarterly Sampling Report"
        iii. CSV version of the "All Daily Flows" query
2. The software will have audit trails/tables in order to produce logs and reports for tracking user activities. Such activities as user authentication/log ins and data access including read only, inserts, updates and deletes.

2.4 TRAINING

1. Integrator shall provide training for system updates, maintenance, operations, repairs, and fail-over/disaster recovery of equipment and SCADA system for City Staff including documentation of best practices, procedures, and system configuration.
2. Training provided for Operations, Maintenance, Administration/Support shall meet the following requirements;
    a. Tailored to City of Spokane Upriver's specific installation.
    b. Minimum of 40 hours of total on-site training
    c. Video presentation(s) of System overview, functionality and interaction, historian/trending, shortcuts/hotkeys, etc. to be used for new employee training.
3. Integrator shall provide for training of City staff to include end-user (operators), intermediate (managers), and technical level training (IT/OT techs) sufficient for the City to operate independently of the Software Provider/integrator and must be included in the response. The cost of the training shall be clearly stated in the RFP response.
4. Integrators shall provide sufficient resources to complete training for all installed software modules, including technical training for City's management and city staff.
5. Training must include a conceptual overview of all software modules and how they interact and interface with each other. Process documentation will be available offline in hardcopy binders as well as help files.
6. The ability to copy the production software solution for training and/or to a testing environment shall be supported.

2.5 COMMISSIONING

1) Existing Wonderware system and the new Rockwell product will both be live during the deployment phase until the new PlanPAx is proven.
2) Implementation and Test plans needs to be provided by the vendor to assure all signoffs by IT and Upriver Staff.
3) Commissioning will be conducted and will include Communications Infrastructure Test of Ethernet network communication and fail-over testing and Site Acceptance Test of the HMI.
    a) This can be tied into the SAT plan
    b) Agile testing as sections are completed.
    c) User Acceptance testing
    d) SI will develop a (FDS) document. This will detail what the system is actually doing from a functional standpoint and can be used to develop programming and HMI applications.
    e) Final acceptance test.

2.6 SUPPORT

1. Go Live
    a. Describe the duration of implementation post go-live support, as well as how the

support will be provided, and the escalation process for issues that are not resolved during the initial call. Also, provide information on how the support will transition from Go-live support to ongoing.

b. Expectation is that support staff will be onsite at Go-Live.

2. Ongoing
    a. Support personnel should be certified in Allen Bradley/Rockwell PlantPAx and must be trained in the support of the COS installation.
    b. Integrator shall acknowledge that all support work must be performed onsite as the system is "air-gapped" and has no external connections.
    c. Provide a full description of the standard maintenance and support agreement and annual costs for these services, cost for services outside of the standard maintenance/support, and if applicable all incremental percentage increases.
        i. The COS expects that annual support will include all updates, enhancements, bug fixes, user support, and training to the proposed solution.
        ii. Include the change management and software development lifecycle methodology that will be used regarding periodic updates.
    d. Describe your ongoing support, including whether you provide a service call desk, procedures for handling different types of calls, ability to prioritize critical calls, and ability to respond to calls within a reasonable time period.
        i. Include account and support management methodology such as dedicated resources included in cost or available at extra cost, onsite vs. remote meetings, regularly scheduled meetings vs. as needed, etc.
        ii. Describe your escalation process for issues that are not resolved during initial call.
        iii. The City of Spokane prefers a response from the service desk to non-emergency calls within four (4) hours and a response to critical calls (delay in work or loss of data due to system failure) within 1 hour. Provide validation of this capacity.
        iv. When describing live support, the proposals must specify all conditions (include availability times and escalation processes) for its use by both end-user and technical staff.
    e. Describe how problems and/or bugs are reported, fixes developed, and status tracked for the proposed system.
    f. Describe your process for receiving, evaluating, and implementing requests for enhancements to the proposed system post implementation.
    g. Describe customer communications processes that announce service outages, bug fixes, updates, known issues, EOL dates, etc.
    h. Describe the upgrade policy including any potential costs for upgrades outside the standard maintenance and support agreement. The Software Provider must also specify if there are additional costs associated with not upgrading by a specific date and/or to a specific version.

2.7 DOCUMENTATION

1. Vendor shall provide the following documentation.
    a. Operations and Maintenance Manuals (O&M)
    b. Five (5) operating and troubleshooting guides (cheat sheets) in 3 ring binders, tabbed for quick reference
2. Integrator shall provide all technical documentation related to the SCADA system provided;
    a. Communication protocols used, including data points and addressing schemes
    b. Data Point descriptions for each point collected by the SCADA system
    c. Control logic diagrams to show visual representation of the logic implemented, including control algorithms
    d. User Interface Design: including layout, visual elements, navigation controls and user interaction
    e. Alarm management descriptions: how generated, displayed, escalated, and threshold levels
    f. Reporting and Analysis: explanation on how system generates reports and how to implement changes/new reports
    g. System Integration: detail how the system integrates with other systems and software
    h. Troubleshooting Guides: instructions for troubleshooting procedures and fault identification
3. Integrator shall treat system details as confidential and will be required to sign a confidential agreement.

3. PROPOSAL CONTENTS

3.1 PREPARATION OF PROPOSAL

Proposals shall be clear, concise, in order and titled as: Letter of Submittal, Technical Proposal, Management Proposal and Cost Proposal.

3.2 LETTER OF SUBMITTAL

The Letter of Submittal shall be signed and dated by a person authorized to legally bind the Firm to a contractual relationship. Include the following information about the Firm and any proposed sub-consultants:

A. Name, address, principal place of business, telephone number, and e-mail address of legal entity or individual with whom contract would be written.

B. Legal status of the Firm (sole proprietorship, partnership, corporation, etc.) and location of the facility from which the Firm would operate.

C. Identification of any current or former employees from the participating Agencies employed by or on the Firm's governing board as of the date of the Proposal or during the previous twelve (12) months.

D. Confirmation that Firm meets minimum qualifications as identified in Paragraph 1.3 "Minimum Qualifications".

E. Acknowledgement that the Firm will comply with all terms and conditions set forth in the Request for Proposals, unless otherwise agreed by the Agencies.

3.3 TECHNICAL PROPOSAL

Proposal content for this section shall include an understanding of the City's requirements with a comprehensive proposed approach, methodology and work plan.

A. Demonstrate a clear and concise understanding of the project requirements along with a proposed approach, methodology for management, and successful completion of the scope of services. The Firm may also present any creative approaches that may be appropriate and may provide any pertinent supporting documentation.

B. Provide a detailed description of the work plan with all proposed tasks, services, activities, and other items necessary to accomplish the scope of the project as described in the Scope of Services section. Include a project schedule with completion dates for elements of work and deliverables. If applicable, provide name and address of any sub-consultant and what services they may provide. Include the Firm's expectations about any City staff involvement in the tasks, services, and activities necessary to execute the work plan.

3.4 MANAGEMENT PROPOSAL

Proposal content for this section shall include experience, capabilities, qualifications, and application of resources to convey the ability to perform the scope of services.

A. Indicate the experience the Firm, staff and any sub-consultants have relevant to the scope of services. Provide name, title, brief description of duties, responsibilities, qualifications, and years of pertinent experience with Nutanix, Rockwell Plant Pax/Visualization and programming and deploying PLCs. Provide details describing project team, team assignments, allocation of resources, lines of authority, and responsibility. Identify person within the Firm that will have prime responsibility and authority for the work. Indicate availability for each staff member assigned to the project and include percentage of time each will be assigned to the project. Describe how Firm will respond proactively to issues and project scope changes. Resumes may be included limited to 2 pages per person. The Firm shall commit that staff identified in its Proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the City.

B. Include a list of contracts the Firm has had during the last three (3) years up to a maximum of ten (10) contracts that relate to the Firm's ability to perform the services needed under this RFP. Provide contract period, contact names, phone numbers and e-mail addresses. Identify three (3) specific references from this list and briefly describe the work accomplished. Do not include City staff as references. The Firm grants permission to the City to contact the list provided.

C. If the Firm has had a contract terminated for default in the last five (5) years, describe the incident. Termination for default is defined as notice to stop performance due to the Firm's non-performance or poor performance and if the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default. Provide other party's name, address, phone number and email address. If no such termination for default has been experienced by the Firm in the past five (5) years, so indicate.

3.5 COST PROPOSAL

The Cost Proposal shall identify all costs to be charged including any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Submit as a fully detailed budget with a total cost. Firms are required to collect and pay Washington state sales tax, if applicable. Do not include Washington state sales tax in Proposal.

4. PROPOSAL SUBMISSION AND EVALUATION

4.1 SUBMISSION OF PROPOSALS

Proposals shall be submitted with most favorable terms that can be proposed. There will be no best and final offer procedure. Proposals shall be submitted electronically through the City of Spokane's online procurement system portal: https://spokane.procureware.com before the due date and time. **Hard paper, e-mailed, or faxed copies will not be accepted. Late Proposals shall not be accepted.** Proposers must register if they have not done so previously and follow the steps below to enter and submit the electronic Proposal:

1. Click on "Bids" located on the left hand column.
2. Find the applicable project and click the "Project Number".
3. Click on the "Response" tab.
4. In the "Questions" tab, **answer questions and upload required documents** into the bid portal by clicking on "Browse" for each item. Note that only one document can be uploaded per question line item so combine if necessary.
5. Click on the "Pricing" tab and enter pricing as requested. A "Comment" field is available if needed. Skip "Pricing" Tab if it has no line items. Cost shall be included in Proposal document submitted.
6. Once the Questions have been entered, the yellow "Question Response" information message will change from incomplete to complete. Then the "Submit" button will become available.
7. Click the "Submit Bid" button and review the terms and conditions, pop-up window that appears. If you agree to the terms and conditions, click the "I Accept and Submit this Bid" button.
8. If you want to remove your Proposal, click the red "Withdraw Bid" button in the "Response" tab for the applicable Proposal.
9. In the "Questions" tab, **answer questions and upload required documents** into the bid portal by clicking on "Browse" for each item. Note that only one document can be uploaded per question line item so combine if necessary.
10. Click on the "Pricing" tab and enter pricing as requested. A "Comment" field is available if needed. Skip "Pricing" Tab if it has no line items. Cost shall be included in Proposal document submitted.
11. Once the Questions have been entered, the yellow "Question Response" information message will change from incomplete to complete. Then the "Submit" button will become available.
12. Click the "Submit Bid" button and review the terms and conditions, pop-up window that appears. If you agree to the terms and conditions, click the "I Accept and Submit this Bid" button.
13. If you want to remove your Proposal, click the red "Withdraw Bid" button in the "Response" tab for the applicable Proposal.

4.2 EVALUATION PROCEDURE

Responsive Proposals will be evaluated in accordance with the requirements stated in this solicitation and any addenda issued. The City, at its sole discretion, may elect to select the top-scoring Firms as finalists for an oral presentation and evaluation. The RFP Coordinator may contact the Firm for clarification of any portion of the Firm's Proposal.

4.3 EVALUATION SCORING

The Proposal will be evaluated as follows:

TECHNICAL PROPOSAL – A. Project Approach/Methodology/Understanding Work Plan/Schedule/Deliverables	10%	
I Work Plan/Schedule/Deliverables **Implementation Schedule**	15%	
Availability and duration of Post implementation support	10%	
MANAGEMENT PROPOSAL – Firm and Staff Experience/Capabilities/Qualifications	15%	
Rockwell Certification experience	15%	
References	15%	
COST PROPOSAL –	20%	
GRAND TOTAL FOR WRITTEN PROPOSAL	100%	

4.4 AWARD/REJECTION OF PROPOSAL/CONTRACT

This RFP does not obligate the City to award a contract. Any contract awarded as a result of this procurement is contingent upon the availability of funding.

The City reserves the option of awarding this contract in any manner most advantageous for the City and without further discussion of submitted Proposal. Failure to comply with any part of the RFP may result in rejection of Proposal as non-responsive. The City also reserves the right, at its sole discretion, to waive minor irregularities, reject any and all Proposals received without penalty, and to not issue a contract from this RFP. More than one contract may be awarded. Contract negotiations may incorporate some or all of the Proposal.

Award of contract, when and if made, will be to the proposer whose Proposal is the most favorable to the City including consideration the evaluation criteria. Interlocal agreements accessing other agency contracts where applicable may be considered as a Proposal. Contract is optional (non-exclusive) use.

5. RFP ATTACHMENTS

Attached to this RFP and incorporated herein by reference are the following background documents:

1. Attachment 1 – RFP Terms and Conditions

1. RFP #6344-25 SCADE Upgrade

EXHIBIT C

Bid Response Summary

Bid Number	RFP 6344-25
Bid Title	SCADA Upgrade
Due Date	Monday, March 31, 2025 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status	Closed to Bidding
Company	H2E Inc.
Submitted By	Josie Babington - Monday, March 31, 2025 12:19:58 PM [(UTC-08:00) Pacific Time (US & Canada)] licensing@h2einc.com 5096237223
Comments	

Question Responses

Group	Reference Number	Question	Response
PROPOSER ACKNOWLEDGMENTS:			
	1	Proposer Acknowledges receipt of Addenda by entering quantity of Addenda here (enter 0 if none have been issued):	0
	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 confirms meeting the minimum qualifications as identified in Paragraph 1.3 “Minimum Qualifications”.	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 compliance with Terms and Conditions in 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
	6	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 for public record requirements.	AGREED AND ACKNOWLEDGED
	7	Proposer has included Letter of Submittal with Proposal combined into one document per Section 4 "Proposal Content" instructions.	YES
	8	Provide the name, phone number and email address for point of contact person regarding this Proposal.	Troy Pefley (509) 998-4084 tpefley@h2einc.com

	9	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.	Neil Heckerman (509) 998-4081 nheckerman@h2einc.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.	H2E RFP Response 6344-25 SCADA Upgrade.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.	
	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.	

City of Spokane Upriver Facility

RFP 6344-25 SCADA Upgrade

H2E INCORPORATED

SUMMARY

STATEMENT OF QUALIFICATIONS

March 31, 2025

Electrical Engineering
Power, Control,
SCADA Software,
and Communications

Letter of Submittal

H2EINCORPORATED

SUMMARY

STATEMENT OF QUALIFICATIONS

March 31, 2025

Electrical Engineering
Power, Control,
SCADA Software,
and Communications

March 31, 2025,

RFP Coordinator
City of Spokane Purchasing Department
915 N. Nelson Street
Spokane, WA 99202
Attn: Tanya Lester

Reference: City of Spokane SCADA Upgrade RFP 6344-25

Dear Ms. Lester:

On behalf of the H2E Team, we extend our appreciation for this opportunity to support the City of Spokane with engineering and integration expertise in support of your **SCADA Upgrade Project.**

This proposal is based upon the City of Spokane's Request for Proposal (RFP) and formal Addendum #1 dated March 10, 2025, and Addendum #2 dated March 17, 2025. H2E has thoroughly reviewed the RFP requirements and respectfully submits the following proposal.

In the attached pages, we have provided the formal **Letter of Submittal** and the requested information. With respect to the other proposal sections where narrative response is required, we have formatted this document with these narratives preceding the respective spreadsheet attachment.

We trust our proposal is clear in definition and meets your expectations. We are available to field questions at any time, and if requested, will be available for oral presentation.

Again, we thank you for the opportunity and the consideration.

Regards,
Harrison Heckerman
Harrison Heckerman, Marketing Coordinator

cc. T. Pefley, P.E. – H2E Inc.
M. O'Connor, P.M.P. – H2E Inc.
B. Urness, P.E. – H2E, Inc.

1 LETTER OF SUBMITTAL

Legal Entity

Hungry Horse Engineering Incorporated (d.b.a. H2E, Inc.)
23305 East Knox Ave, Bldg. A
Liberty Lake, WA 99019
Phone: (509) 927-2424
Fax: (509) 927-2422

Chief Officers Authorized to Engage Corporation

Mr. Neil Heckerman, P.E. – Chief Executive Officer
Hungry Horse Engineering Incorporated (H2E Inc.)
23305 East Knox Ave, Bldg. A
Liberty Lake, WA 99019
Phone: (509) 927-2424 Ext #301
Fax: (509) 927-2422
Email: nheckerman@H2Einc.com

Mr. Troy Pefley, P.E. – Chief Financial Officer
Hungry Horse Engineering Incorporated (H2E Inc.)
23305 East Knox Ave, Bldg. A
Liberty Lake, WA 99019
Phone: (509) 927-2424 Ext #305
Fax: (509) 927-2422
Email: tpefley@H2Einc.com

Legal Status of Firm:

Corporation, Incorporated 1999, State of Washington

Employee Tax Identification

Federal EIN: 91-1981452
WA State UBI: 601-659-521

Location of Operations for this Project:

H2E Inc.
23305 East Knox Ave, Bldg. A
Liberty Lake, WA 99019

City of Spokane/Agency Affiliations and / or Previous Employees

None

2 CERTIFICATIONS AND ASSURANCES

I make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. **I declare that all answers and statements made in the proposal are true and correct.**

2. **H2E meets or exceeds the minimum qualifications established in RFP 6344-25.**
   a. **H2E is registered and incorporated in the State of Washington**
   b. **H2E has a City of Spokane Business License**
   c. **H2E is a Silver Rockwell System Integrator, and a Rockwell Recognized System Integrator**
   d. **H2E is in the process of obtaining the Rockwell Automation PlantPAx Badge and has four automation engineers/programmers with PlantPAx certifications.**

3. **H2E has reviewed and agrees to the City of Spokane Terms and Conditions presented in RFP 6344-25.**

4. **The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition.**

5. **In preparing this proposal, I have not been assisted by any current or former employee of the city of Spokane or other Agency whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity.**

6. **I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.**

7. **No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.**

Signature of Authorized Agent of H2E, Incorporated

CEO — 03/31/2025

Title **Date**

Technical Proposal

H2EINCORPORATED

SUMMARY

STATEMENT OF QUALIFICATIONS

March 31, 2025

Electrical Engineering
Power, Control,
SCADA Software,
and Communications

1 Project Narrative

H2E has extensive experience in developing SCADA and process control systems for a wide range of industries and projects, excelling in water/wastewater control systems. H2E employs a proven plan/methodology and has developed several tools and experience to minimize risk and increase reliability. H2E supported several Northwest municipalities in water and wastewater for over 26 years and in several other local industries in process and control system upgrades and installation/commissioning, SCADA implementation, automation implementation packages, as well as power system and facility electrical system engineering and installation. H2E has specifically engineered, upgraded, replaced, and installed green and brown field SCADA applications at more than 150 facilities in various industries over the past 26 years.

In regard to this project specifically, H2E follows a detailed process in the management, design, development, and implementation and commissioning required for success and in creating buy in from each stakeholder.

The following outlines the recommendations for a SCADA system implementation plan that best meets the needs and specifications and proposed activities to support the Upriver Facility SCADA Upgrade project.

Based on experience, H2E's project plan approach includes the following key items at each phase of a project's implementation:

- Identify stakeholders and roles, define expectations, and communication protocol
- Identify risk/concerns associated with the project so H2E can assist City with risk mitigation
- Identify and refine detail scope of the project, project inputs and outputs
- Identify the budget and schedule requirements for the project
- Identify performance requirements for each system (Masters and Zones)
- Assist City with the creations of relevant design standards for use during project implementation and SCADA system overhaul
- Identify the optimal integration strategy for Rockwell Automation's interface in service of the existing City of Spokane system
- Work in partnership with City to identify potential unknowns and develop recommendations and solutions
- Identify and understand long-term goals for the plant and future long-term relationship as local support

This proven relationship approach is general to H2E in ensuring project success for all stakeholders and specific to the individual project demands of this project. In this way, the H2E project team is well equipped to create targeted outcomes for City.

2 SCADA Project Specific Knowledge

H2E has been working with the City of Spokane Upriver Facility for over 15 years and has implemented a majority of the infrastructure involving SCADA and Automation projects at the Upriver Facility during this timeframe. The existing SCADA of the Water System and Powerhouse Control was designed, programmed and commissioned by H2E. Below is a brief discussion of project details:

SCADA Migration

The initial project for the Upriver Facility migrated the outdated and unsupported SCADA system to a more robust and reliable system utilizing the technology tools of the time. H2E implemented several design standards such as:

- Designed the radio system into Zone Masters and Zone Clients. The Zone Masters utilize a peer-to-peer Ethernet radio with increased bandwidth to communicate to the Upriver Facility. Each Zone Client communicates only to the Zone Master for required communication over serial radios. This implementation drastically reduced the radio traffic required.
- Designed and developed the SCADA system around standard objects complete with system attributes and profiles for booster sites, well sites, etc. The implementation of object programming allowed the facility engineer to simply select from a screen list of what site attributes (pumps, instruments, etc.) are employed at the intended site. Once the appropriate attributes are selected, the display screen of the site automatically updates the display screens. As sites are modified from time to time, operations personnel have the ability modify the screen attributes to display the updated screen without the involvement from outside assistance giving operations a sense of self-sufficiency.
- Designed and developed PLC programs for both the Zone Masters and Zone Clients with the same modularized and standardized control philosophy as the SCADA system. This has enabled the City to deploy new sites and connect to a Zone Master by simply selecting the appropriate control modules in the PLC program.

In addition, several other improvements were implemented at the time to employ a more reliable and robust system such as redundant Data Servers and a Data Historian. See the Press Release of this project at the end of this proposal document.

Powerhouse Relay Protection Upgrade

The Upriver Facility had several old mechanical protection relays for each powerhouse system that required replacement due to nuisance trips and mechanical relays failing calibration. H2E performed an entire generation electrical model to develop relay protection philosophy. From the electrical model, a protection relay system design was developed utilizing state-of-the-art electronic protection relays (SEL), fabricated and supplied the relay panels, and installed and commissioned the protection relay system.

Powerhouse SCADA Integration

H2E was requested to integrate Powerhouse control and monitoring including the protection relays into the SCADA system to provide a single point of control for the Upriver Facility. H2E's extensive experience in hydroelectric control systems and with a developed system of integration tools implemented with minimal effect on generation. A separate master ControlLogix PLC for the Powerhouse System was developed to monitor and control the generation. In addition, a DNP protocol communication network was implemented to communicate with the SEL relays. Index based interrogation of the SEL relays to capture SEL relay alarms and log into the SCADA system. In addition, an interface was developed for the Governor (L&S) system for monitoring.
Note H2E project archives contain all the PLC programs, SCADA system, Protection Relay settings required for this RFP.

2.1 Innovation Approach

H2E, having intimate knowledge in the Upriver Facility network (radio and plant) architecture and the infrastructure of self-deployable software program objects, is eager to discuss the integration of new control strategies and technologies developed over the past several years. We have briefly described a few of the opportunities for improvement:

- Radio traffic optimization and bandwidth requirement reduction which ultimately increases data throughput. The zone radios with newer mesh technologies provide options for backup and failover system communication.
- Development of a "change of state" philosophy and control from zone sites assists in reducing communication load and minimizes the network response time regardless of failed or non-reporting sites.
- Site data synchronization after a failure due to outage or site failure. In essence, a decision process of priority of where valid data resides to repopulate/synchronize a particular site data. The process reduces data recovery after a major system outage.
- Implement control strategies to reduce/minimize water availability concerns or potential issues especially during the hot summer months when water consumption is ultimately high. These strategies help to provide a buffer zone of volume and time in the case of equipment or system failure. In addition, the strategies reduce the wear and tear on equipment.

3 Project Implementation Plan

With H2E's experience in the implementation of multiple SCADA and process control systems across not only the municipal industry, but utilizing the best practices from other industries, we have developed a systematic approach to implementation of SCADA and process control systems. This systematic approach accounts for the nature of operation and the critical nature and ability to continue operation and production while performing the upfront tasks and actions to minimize risk. H2E developed this plan to illustrate our understanding of the SCADA Upgrade project, the knowledge and skills required, and the ability to monitor and manage progress to ensure coordination among various entities and ultimately a successful project implementation.

3.1.1 Project Work Breakdown Structure

The following Work Breakdown Structure (WBS) is a proven example of the approach to successful implementation. This WBS, of course, would serve as an initial start in coordination with the City personnel to be modified and fined tuned to mitigate the risks and achieve the expectations desired. From this structure, detail planning tasks are further developed.

Tier 0 – Project Management:

Task 0 – Risk/Expectation Management

- Objective
  - This is this initial meeting associated with the project kick to define the expectations and enlighten the perceived risks associated by City. The discussion envelops the risks and expectations while assigning a critical weighting structure to ensure all parties are in complete understanding. In addition, the project team is defined with roles and responsibilities for both the City and H2E.

- Key Elements
  - Assign team members roles and responsibilities to the project, ensuring alignment with PlantPAx System Design and Architecture principles to optimize system performance and operational efficiency.
  - Illustrate hierarchy of roles and authority within the project, establishing clear lines of communication and decision-making in alignment with PlantPAx Control System Hierarchy.
  - Define reporting and communication channels, incorporating PlantPAx Alarm Management best practices to ensure real-time updates and fast decision-making across the project lifecycle.
  - Define, discuss, and document the risks/concerns associated with the project, considering potential impacts to system reliability, integration with PlantPAx Distributed Control System (DCS), and cybersecurity concerns.
  - Define, discuss, and document the goals, present and future, ensuring alignment with PlantPAx Digital Transformation objectives and strategic operational goals for long-term scalability and flexibility.
  - Develop critical weighting of risks to manage throughout the project, integrating PlantPAx Advanced Control Strategies for risk mitigation and focusing on system redundancy and uptime to ensure optimal plant operations.

Task 1 – Project Coordination/Communication

- Objective
  - This task coordination will define the schedule, budget, quality, safety, and resource requirements in concert with the construction phases. Definitions of reporting frequency and requirements, requests for information, project changes, scheduling, resource requests and allocation, and budgeting are determined. This task is performed under the auspice of the outputs from the Risk/Expectation Management.
- Key Elements
  - Defined communication and reporting expectations
  - Defined internal and external meeting participation requirements for project duration
  - Operational issues/concerns
  - Confirm characterization verification with City of Spokane by Rockwell Automation

Tier 1 – Project Engineering Review and Documentation:

Task 2 – Project Documentation Detail Review

- Objective
  - Overview of project engineering documentation, site visit coordination to plant for design confirmation. Identify equipment hardware and software existing systems, identify opportunities for improvement with respect to the Philosophy of Operation and/or device connectivity.

- Key Elements
  - Detail review of engineering documentation
  - Detail review and understanding of equipment and interfaces by system
  - Visit appropriate plant to get envelop of project
    - Discuss operation with plant personnel, the City, and other stakeholders
  - Review control system communication interfaces
  - Confirm Preliminary Hardware/Software Design with the City of Spokane and Rockwell Automation

Tier 2 – Control Narrative (FDS) Document Development:

Task 3 – Philosophy of Operation (Control Narrative) Development

- Objective
  - To define and develop the control and operational philosophy with respect to the existing plant equipment, new project systems, communication interfaces both internal and external. A working knowledge discussion of operation as it exists today and to the desire to operate in the future. At this critical juncture, the philosophy objectives are reevaluated with respect to implementation. This key objective has a great impact on ensuring the detailed implementation (control system programming) follows the philosophy of operation, especially in the development of standards. This is a joint function with the City to coordinate and participate in this effort during the process and provide final approval.
- Key Elements
  - Review current operation
  - Operational issues/concerns
  - Engineering design requirements
  - New equipment operating requirements
  - Communication interfaces
  - Control System Network Architecture
  - Security requirements
  - Discuss local versus remote priority
  - Data Reporting Requirements
  - Understand future aspects in development
  - Historical and Real-Time Data Requirements

Tier 3 – Standards and Test Procedures:

Task 4 – Identify Required Standards

- Objectives
  - Identify existing software, object standards and new standards required to implement the Philosophy of Operation
  - Identify existing systems translation pathway to current Rockwell Automation PlantPAx standards
- Key Elements
  - Meeting and coordination with key stakeholders
  - Define/Develop and/or Update Tagname Standards

- Define Network Communication and/or Message Standards including data structures and protocol requirements
- Define/Develop and/or Update HMI Screen, Object, and Color Standards as required
- Define/Develop and/or Update PLC Instructions, Interlock schemes, I/O Mapping, and instrument Standards as required
- Define Security Standards and Rules by Function
- Communication Module Development, if required
- Verify conformity to existing Rockwell Automation PlantPAx standards

Task 5 – Test Plan and Detailed Test Procedure Development

- Objective
  - As the Control Narrative is finalized, the requirements of the testing and commissioning take shape. This provides a baseline with the other engineering documentation to ensure the HMI and PLC process programming satisfies testing validation and verification. This document is an outline to identify each system and basic requirements of those systems. As the project specific programming is developed, each specific system testing details are developed and approved. This enables in office basic simulation and uses the testing documentation as preliminary validation.
- Key Elements
  - Identification and sequence of temporary systems
  - Network architecture and communication interface definition.
  - Organized and sequenced equipment implementation planning with construction elements.
  - Identify fault or out-of-normal operation testing requirements
  - Define system elements with respect to design criteria and enable simulation testing during the program development process. This minimizes safety concerns and reduces time when on site to commission equipment.
  - Develop listings for alarming, historical trending, and I/O checkout

Tier 4 – PLC Program Development:

Task 6 – PLC Program Development

- Objective
  - Utilizing the earlier developed Control Narrative and the Test Procedure to initiate the PLC program development. This effort will occur in stages as we simulate standard objects. This will follow the framework of Rockwell Automation's Distributed Control System using PlantPAx's preliminary software design,
- Key Elements
  - Program development will proceed as a staged approach utilizing several developed tools for object tool program development.
  - In brief, the following systems will require modifications or new development for an integrated solution. Please note this is not an all-inclusive list of object tool processes and vendor interface

        - PlantPAx Preliminary Software Design
        - District Master
        - Zone Master
        - Client Site (booster, well, reservoir, etc.)
        - Powerhouse Master
        - SEL Relays
        - L&S Governor System
    - Review/modify existing system programming for updates with new PLC control and HMI connection standards.
    - Communication Interface Development and Setup
    - Security Implementation

Tier 5 – SCADA Program Development:

Task 7 – SCADA Program Development

- Objective
    - Utilizing the earlier developed Control Narrative and the Test Procedure to initiate the HMI screen and control development. This is a joint function with City to coordinate and participate and provide guidance in the screen development. As noted earlier, this effort will occur in stages
- Key Elements
    - Conceptual Development of HMI Screens and work with City for input and comments. Anticipate a 30%, 60%, and 90% review with City before final detail development, especially for new screens.
    - Anticipate systematic approach to modifying existing HMI screens to conform to HMI standards employing an integrated solution.
    - Develop required modifications to existing screens for new processes and
    - Detail Development of HMI Screens
    - Remote Alarm Definitions and Programming
    - Detail Historian Development and Configuration
    - Communication Interface Development and Setup
    - Security Implementation
    - Perform Design Verification to Rockwell Automation & H2E's quality standards

Tier 6 – Simulation and Commissioning:

Task 8 – Test Deployment (Simulation)

- Objective
    - Deploy the initial plant conversion on in-house testing and simulation platform at H2E in-house lab. Testing of SCADA system with various communication devices and protocols as well as PLC connection to ensure data reliability and configuration. H2E recommends that the City attend a simulation at our Liberty Lake, WA office to witness a simulated operation to gain perspective, buy-in, and initial training.

- Key Elements
  - H2E performs independently prior to invitation of City attendance
  - Setup of simulation platform with communication protocols and the PLC I/O connection.
  - Perform Factory Acceptance Test Plan and Document Issues for Resolution
  - Resolve Issues and Ready for Site Deployment

Task 9 – Implementation – Commissioning

- Objective
  - Plan and deploy plant system and identify and resolve issues through the Site Acceptance Test process. This process will occur over a period of months as a phased sequence to ensure parallel operation of the SCADA system.
- Key Elements
  - Plan and Structure Deployment for Single Plant
  - Perform communications infrastructure test of Ethernet network communication
  - Perform fail-over testing
  - Site acceptance HMI test
  - Deploy and Commission New Systems per Construction Sequence
  - Perform the Site Acceptance Test
  - Systematic approach to test performance and buyoff.
  - Assignment and commitment of commissioning resources

Tier 7 – Training and Post Commissioning Support:

Task 10 – SCADA Development Training

- Objective
  - Perform training for City personnel in the operation of the plant control systems
  - Key ElementsH2E will provide training for system updates, maintenance, operations, repairs, and fail-over/disaster recovery of equipment and SCADA system for City Staff including documentation of best practices, procedures, and system configuration.
  - Provide procedure for system backup and restore of PLC and HMI programs
  - Review alarm dialer procedures and configuration
  - Review Operations Manual
  - Coordinate remote access for plant personnel

Tier 8 – Partnership Support:

Task 11 – SCADA Post Commission (Long-Term) Support

- Objective
  - H2E is prepared to partner with the City to provide long-term planned and unplanned critical local support to minimize risk in failed operations. The system is designed for City personnel to be the first line of defense and H2E for critical issue response. A customized response plan to be co-developed with the City.

- Key Elements
  - Discuss support and training needs for the short and long-term
  - Coordinate with City to develop response plan and expectations
  - H2E's Client Management Team are available at all hours in perpetuity to field concerns and respond to system failures with the coordination of an on-site team
  - Rockwell Automation to commence Project Verification
  - H2E acknowledges the "Air Gap" policy and shall perform updates on-site in compliance

3.1.2 Project Milestone Schedule

H2E has developed a preliminary Level 2 milestone schedule, outlined below, based on reasonable expectations and information known to date. Upon award, H2E will work with the City to obtain the necessary interface information and design inputs, allowing H2E to develop a detailed update for the City as it relates to H2E's scope and milestone schedule. Upon completion of an updated milestone schedule, the schedule can be coordinated with all project stakeholders for approval. H2E is confident in meeting the current schedule and scope delivery outlined in the RFP and taking into account potential seasonal restrictions/risks for commissioning.
Our proposed approach is to work collaboratively with the City, after being selected for the contract, to obtain the required information in a timely manner. We are committed to working efficiently and expeditiously to establish a coordinated milestone schedule that meets the overall needs of the project.

CITY OF SPOKANE - UPRIVER SCADA SYSTEM UPGRADE

LEVEL	TASK NAME	DURATION (days)	START DATE	FINISH DATE
1	CITY OF SPOKANE - UPRIVER - SCADA SYSTEM UPGRADE OVERALL SCHEDUL	641	31-Mar-25	31-Dec-26
2	CONTRACTING PERIOD	60	31-Mar-25	29-May-25
2	FIELD DATA COLLECTION	36	2-Jun-25	7-Jul-25
2	SOFTWARE STANDARDS DEFINITION	26	16-Jun-25	11-Jul-25
2	ROCKWELL AUTOMATION - CHARACTERIZATION VERIFICATION	22	14-Jul-25	4-Aug-25
2	ENGINEERING / SCADA SYSTEM DESIGN	26	14-Jul-25	8-Aug-25
2	SYSTEM DOCUMENTATION DEVELOPMENT	26	11-Aug-25	5-Sep-25
2	ROCKWELL AUTOMATION - PRELIMINARY SOFTWARE DESIGN	19	8-Sep-25	26-Sep-25
2	REPORTING DOCUMENTATION DEVELOPMENT	19	8-Sep-25	26-Sep-25
2	TEST PLAN & PROCEDURE DOCUMENTATION DEVELOPMENT	61	29-Sep-25	28-Nov-25
2	PLC AND HMI PROGRAMMING - SYSTEM & ZONE MASTERS	145	29-Sep-25	20-Feb-26
2	ROCKWELL AUTOMATION - DESIGN VERIFICATION	19	23-Feb-26	13-Mar-26
2	SIMULATION / EMULATION OF SCADA SOFTWARE - DEVELOPMENT	26	23-Feb-26	20-Mar-26
2	WITNESS / TESTING OF SCADA SOFTWARE	5	23-Mar-26	27-Mar-26
2	SITE COMMISSIONINGS	89	10-Aug-26	6-Nov-26
2	ROCKWELL AUTOMATION - PROJECT VERIFICATION	19	19-Oct-26	6-Nov-26
2	SUPPORT	52	9-Nov-26	31-Dec-26

Schedule Mitigation:
H2E takes a proactive approach to mitigate potential delays once our schedule is finalized. This includes:

- Regular communication and coordination meetings with other project teams to promptly identify and resolve any issues that could impact our schedule.
- Consistent and timely updates to the integrated master schedule that clearly identifies interdependencies and interfaces between our scope and the work of other teams.
- Establishing contingency buffers within our schedule to account for unforeseen issues that may arise.
- Assigning dedicated resources to track progress, identifying schedule risks, and developing mitigation strategies when needed.
- Escalating any delays or risks to project leadership as soon as they are identified so that collective mitigation efforts can be put in place quickly.

Management of Parallel Activities:
Once our schedule has been finalized, we will employ the following strategies to effectively manage and execute parallel tasks:

- Assigning dedicated resources and teams to specific tasks that can be performed simultaneously. These teams will be empowered to make timely decisions within their scope of work.
- All teams (design, engineering, programming) have interchangeable resources sharing workloads to prevent personnel creating single points of failure.
- Establishing clear communication channels between parallel teams to facilitate information sharing, coordinate interfacing work, and quickly resolve any issues that arise.
- Holding regular status meetings to review progress, identify resource constraints, and re-allocate resources as needed between parallel tasks.
- Implementing a change management process to evaluate any proposed changes to tasks that are in progress, assess their impacts, and obtain approvals before proceeding.

By identifying tasks that can safely run in parallel, assigning dedicated resources and teams, establishing strong communication, and implementing controls around changes, we will effectively coordinate and manage the execution of multiple tasks simultaneously to meet your schedule needs.

Considering H2E's storied success as a Rockwell Automation Recognized System Integrator for Eastern Washington along with H2E's guarantee of standard compliance due to our exceptional Quality Management system, H2E is uniquely positioned to make the City of Spokane's SCADA system operate to an optimized standard of excellence. H2E will do this utilizing PlantPAx's exceptional control network architecture and H2E's distinguished and qualified Automation Engineers who are eager to make the City of Spokane's Water and Hydroelectric department's control systems as superb as the river they govern. H2E is a firm built on long-standing Client relationships, this project will serve as a benchmark of capability and a signal of intent to the City of Spokane that H2E is committed to making our town's Hydro-Electric projects better, safer, and cleaner.

Management Proposal

H2E INCORPORATED

SUMMARY

STATEMENT OF QUALIFICATIONS

March 31, 2025

Electrical Engineering
Power, Control,
SCADA Software,
and Communications

1 Firm Experience

Headquartered in Liberty Lake WA with satellite office in Helena MT, H2E, Incorporated (H2E) is a relationship and partner driven professional engineering firm, staffed by a team of over forty-five talented engineers, designers, drafters, and support personnel, qualified by technical education and practical experience. We specialize in electrical engineering, process / machine control systems, and commissioning H2E has grown to become a trusted resource for clients seeking expertise in power, control, SCADA software, communications, and commissioning. The team at H2E delivers value from project conception, design, engineering, production, construction, commissioning, and start-up, to operations, and even maintenance. To achieve this capacity for client service, we have continued to take on over-reaching project challenges that we do with avid acknowledgement that each project's success is both important and critical.

As a professional electrical engineering firm, we provide project management, design, and consulting services; perform diagnostic technical studies and analyses to minimize uncertainty; and provide electrical construction management and commissioning services.
The areas in which H2E excels include:

Project & Construction Management

- Scope Management: Project Scope Definition, Scope Verification, Scope Change Control, Work Breakdown Structure Development
- Time Management: Activity Definition, Sequencing, Duration, Schedule Development, Schedule Change Control
- Construction Management: Network System Evaluation & Performance Testing, Quality Assurance & Field Inspections, NESC & NFPA-70E Safe Work Practices, NEC Compliance Inspections
- Cost Management: Project Budget Needs Determination, Budget Refinement, Resource Planning, Project, Activity & Task Cost Estimating, Project Cost Control

Automation Systems

- Automation Design & Engineering: SCADA, Programmable Logic Controllers, Human Machine Interface Panels, Database Development and Custom Languages, Industrial Networks & Radio Telemetry
- Instrumentation & Controls Engineering: Control System Analysis, Complete Control System Engineering and Design Packages, Piping & Instrumentation Diagrams, Process Flow and Operation Description Documents, Instrument Data Sheets, System Interlock & Sequence Logic, Intelligent Control Device Specification, Automatic Shutdown and E-Stop Sequence Development
- On-Site Commissioning & Start-Up Support: Network System Evaluation & Performance Testing, Process Control Loop Tuning, On-Site Programming Services, Operator Training
- Complete Documentation Services: Construction & Bid Specification Development, Bid Submission Review & Analysis, Specification Development

Power Systems

- Substation Design and Power Distribution: System Evaluation & Recommendations, System Options and Alternatives, One-Line and General Arrangement, Cost Studies, Substation Design, MCC Design, Soft & Reduced Voltage Starter Design, Current Limiting Reactor Design, Motor Application Design, Specification Development, O&M Manuals, Power Flow Studies, Voltage Drop Studies, Fault Analysis & Short Circuit Studies, Arc Flash Studies, Reactive Compensation Analysis, Bid Review, Evaluation and Recommendations, Start-Up and Training
- Power Protection, Control & Monitoring: Transformer Primary & Secondary, Bus, Overhead & Underground Feeder, Medium & Low Voltage Motors, Capacitor Bank & Ground Fault, Substation Automation, Power Quality Monitoring, Power Factor Control Management, Power Disturbance Analysis, Relay Protection Schemes & Settings, Load Shed, Reclosers.

Relevant Certifications

- Certified Rockwell System Integrator.
  - All team members are extensively experienced in the Rockwell platforms from PLC5 to SLC to ControlLogix. H2E has implemented over 250 Allen Bradley control systems.
- PlantPAx Certification
  - H2E has several Automation Engineers with PlantPAx Certifications. See attachment at end of proposal. All PlantPAx Certified professionals in this proposal are located in the Liberty Lake Office.
- Ignition Gold Certified System Integrator.
  - Three (3) team members hold Gold Certification with Inductive Automation Ignition, while two (2) additional team members hold Core Certification.
- Wonderware Certified Integrator.
  - Eight (8) team members have consistent working experience with the Wonderware platform, with three (3) team members currently certified integrators. H2E has implemented over 60 Wonderware projects from the Intouch to Archestra to the System Platform packages including several Historian implementations.

2 Controls and Automation

H2E, as an all-Electrical Engineering firm, has an extensive talent base in key areas of electrical engineering that includes Project Management, Controls & Automation, Power, and Design. In terms of SCADA work as it relates to the City of Spokane Upriver SCADA Upgrade RFP, H2E excels in Controls & Automation as our largest group. The Controls and Automation group's experience and expertise routinely handles multiple parallel large projects in the following areas:

- Automation Design and Engineering
- Instrument and Controls Engineering
- On-Site Commissioning and Start-up
- Functional Description and Process Documentation

H2E is a relationship and partner driven organization and works hard to develop, reserve, and maintain capacity for local projects and continued support. H2E is also a firm believer in providing a primary staff member that is completely familiar with the client systems to provide knowledge support for the long-term and in addition train and develop back-up staff support as well.

The automation group handles a wide range of projects in terms of time and value, typical projects range from $5,000 to $1,500,000 with the ability to perform multiple projects over several hundred thousand dollars.

H2E's Liberty Lake based Control & Automation group is highlighted below. The number of talented personnel dedicated to this area of expertise lends H2E with an advantage in serving multiple demands in expertise from a project while meeting the City's expectations in terms of Scope, Schedule, Safety and Quality.

2.1.1 Project Team and Roles

The project team assembled is an experienced and highly effective integrated team with a broad range of talents. The team outlined below will utilize other staff level automation engineers to perform tasks were appropriate and effective. The tiered strategy enables more efficient throughput and effective cost management.

City of Spokane Upriver SCADA Upgrade Team

Project Manager – Megan O'Connor, PMP
Megan will be the main point of contact for all contractual concerns with scope, schedule, safety, quality and budget.

Principal Automation Engineer – Troy M. Pefley, PE
Troy will provide oversight support and expertise on the existing system at the Upriver Facility, radio system expertise, overall project design verification, simulation review, and commissioning support.

Senior Automation Engineer – Dennis Bacon, (PlantPAx Certified)
Dennis will provide expertise on the existing system at the Upriver Facility, co-lead the PLC/SCADA standards development and infrastructure, and design review.

Senior Automation Engineer – Barrett Urness, (PlantPAx Certified)
Barrett will provide expertise communication and protocol implementation expertise, co-lead the PLC/SCADA standards development and infrastructure, design review, simulation performance, and commissioning/training support.

Senior Automation Engineer – Cody Litzko
Cody will provide expertise on network systems and development, co-lead the PLC/SCADA standards development and infrastructure, design review, lead the simulation effort, and commissioning/training support.

Staff Automation Engineer – Jackie Uhling, (PlantPAx Certified)
Jackie will primarily provide PLC and SCADA programming support, design review, simulation development support, and commissioning support.

Staff Automation Engineer – JJ Mackesy, (PlantPAx Certified)
JJ will primarily provide PLC and SCADA programming support, design review, simulation development support, and commissioning support.

Team resumes are in the Resume Attachment to this document. Note resumes have a partial list of projects to illustrate competence for the SCADA Upgrade project scope.

City of Spokane Upriver SCADA Upgrade Team Allocations

As with all larger projects with extended duration, it is difficult to determine project allocations of individuals during the entire course of execution. After the project award, we will meet with the City to determine the optimal milestones for execution and update the baseline Milestone Schedule in this proposal. From the milestone schedule, team allocations for various tasks within the project scope will be assigned.

Principal and Senior Engineers have significant involvement early in the project in developing the infrastructure and standards. The middle part of the project is a progressive design review ensuring design alignment and is a lower involvement. The latter portion of the project where design verifications, simulation performance, and commissioning occur, again significant involvement occurs.

Staff Level Engineers have moderate involvement early in the project during the development of the infrastructure and standards. The middle part of the project is the bulk of work in programming development and participation in progressive design reviews. Staff level engagement is very significant, and some staff members maybe only be assigned to this project. Any staff members assigned to do the programming are required to commission.

3 Relevant Contract Experience

H2E is providing this RFP response in relation to Project Management and Automation Systems. The following is an overview of several projects completed by H2E to demonstrate experience relevant to the City of Spokane Upriver PlantPAx SCADA Upgrade project.

Reference #	Reference Information	
	Name of Organization	City of Post Falls WRF
	Industry	Municipal
	Contact Name	Adam Tate
	Contact Phone Number	(208) 457-3355
	Email Address	atate@postfalls.gov

1	Contract Amount	$922,000
	Contract Duration	October 2023 – June 2025 expected
	Project Summary	PLC Controls Programming and SCADA System Conversion for Plant Expansion
2	Name of Organization	City of Coeur d'Alene WWTP
	Industry	Municipal
	Contact Name	Mike Anderson
	Contact Phone Number	(208) 769-2277
	Email Address	manderson@cdaid.org
	Contract Amount	$439,000
	Contract Duration	March 2022 – April 2023
	Project Summary	Wastewater Treatment Plant SCADA System Conversion
3	Name of Organization	Energy Vault
	Industry	Green Energy Sector
	Contact Name	Brendan Schaffer
	Contact Phone Number	(949) 444-3761
	Email Address	Brendan.schaffer@energyvault.com
	Contract Amount	$517,000
	Contract Duration	November 2023 – June 2025 (Expected)
	Project Summary	Redundant and Resilient Control System and SCADA Design for Hydrogen Fuel Cell Facility
4	Name of Organization	NorthWestern Energy
	Industry	Hydroelectric Producer
	Contact Name	Brian Wilkins
	Contact Phone Number	(406) 497-3451
	Email Address	Brian.wilkins@northwestern.com
	Contract Amount	Multiple Contracts, $365,000; $268,000, $296,000
	Contract Duration	June 2023 – December 2024; April 2023 – May 2024; July 2023 – May 2025
	Project Summary	Plant Network Design Upgrade (protocol migration), Gate Control Upgrade, Generator Unit Replacement
5	Name of Organization	City of Walla Walla WWTP
	Industry	Municipal
	Contact Name	Frank Nicholson
	Contact Phone Number	(509) 524-4510
	Email Address	fnicholson@wallawallawa.gov
	Contract Amount	~$255,000
	Contract Duration	May 2024 – August 2025 (expected)
	Project Summary	Wastewater Treatment Plant PLC Upgrade and SCADA Integration
	Name of Organization	PNW Processor (Non-Disclosure Agreement)
	Industry	Food Processing
	Contact Name	NA
	Contact Phone Number	NA
	Email Address	NA
	Contract Amount	$238,000

6	Contract Duration	May 2024 – February 2025
	Project Summary	Model Development of Standard Processing Plant PlantPAx System to Corporate SAP System (MQTT)
7	Name of Organization	Western Miner (Non-Disclosure Agreement)
	Industry	Mining
	Contact Name	NA
	Contact Phone Number	NA
	Email Address	NA
	Contract Amount	Multiple Contracts $338,000; $122,000; $96,000
	Contract Duration	August 2021 – November 2022; June 2022 – June 2023; January 2024 – June 2024
	Project Summary	Multiple process control expansion projects integration into existing PlantPAx Control System
8	Name of Organization	PNW Cement Producer (Non-Disclosure Agreement)
	Industry	Mining/Cement
	Contact Name	NA
	Contact Phone Number	NA
	Email Address	NA
	Contract Amount	$421,000
	Contract Duration	May 2023 – December 2024
	Project Summary	Controls, SCADA, and PLC integration into proprietary Rockwell system for $110M Mill Expansion
9	Name of Organization	South Cement Producer (Non-Disclosure Agreement)
	Industry	Mining/Cement
	Contact Name	NA
	Contact Phone Number	NA
	Email Address	NA
	Contract Amount	$218,000
	Contract Duration	Oct 2023 – August 2024
	Project Summary	Controls, SCADA, and PLC integration into proprietary Rockwell system for Liquid Waste Disposal Facility for incineration

3.1 Detail Project References

H2E is providing this RFP response in relation to Project Management and Automation Systems. The detailed project and service descriptions below are in reference to the Relevant Contract Experience section above.

RELEVANT CONTRACT EXPERIENCE #1

Year: 2025
Duration: Oct 2023 to June 2025
Client: Post Falls WRF
Location: Post Falls, ID
Project Team: Barrett Urness, Jackie Uhling, Cody Litzko, JJ Mackesy, Dennis Bacon
Project Award: $922k

SERVICES PROVIDED

- Control Narrative Development
- Plant Server Configuration/Deploy
- PLC and HMI/SCADA Programming
- Test Planning & Test Procedures
- Construction Assistance Services
- Factory and Site Acceptance Testing
- Commissioning Services
- Operator Manuals/Technical Training
- Ongoing Plant Support

H2E ADVANTAGE

- H2E brought extensive experience in PLC/SCADA/HMI and controls design
- H2E provided a well architected SCADA application, geared to future expansion
- H2E's extensive Commissioning experience and methodology

SUMMARY

This project's scope was to perform a complete control system retrofit and facility expansion while converting from a legacy SCADA system to Ignition Perspective. Every PLC (8 PLCs) in the facility was updated to utilize a new customized standard developed specifically to client to enable ease of troubleshooting and reduce future programming costs.

PROJECT DETAILS

Project development focused on facility expansion and the implementation of new system processes. During development of the initial Controls Narrative, the project expanded to convert an aging SCADA system in parallel. To enable an efficient conversion process, H2E developed comprehensive PLC control and SCADA object standards. The standards were implemented in the expansion controls as well as systematically deployed in the existing plant controls. H2E's roles developing Control Narratives for the processes, developing Test Plans & Test Procedures, PLC Programing, HMI/SCADA Programming, Factory Acceptance Testing, Construction Assistance, and Site Acceptance Testing/Commissioning in several phases. In addition, H2E developed a redundant Historian for permitting compliance, system reporting, and configured email, Voice and SMS alarm notifications.

RELEVANT CONTRACT EXPERIENCE #2

Year: 2023
Duration: March 2022 to April 2023
Client: Coeur d'Alene Wastewater Treatment Plant
Location: Coeur d'Alene, ID
Project Team: Cody Litzko, Dennis Bacon, JJ Mackesy, Troy Pefley
Project Award: $439k

SERVICES PROVIDED

- Implementation Plan Development
- SCADA Object Standards Development
- HMI/SCADA Programming
- Test Planning & Test Procedures
- Construction Assistance Services
- Lab Simulation
- Commissioning Services
- Ongoing Plant Support

H2E ADVANTAGE

- H2E brought extensive experience in PLC/SCADA/HMI and controls design
- Implementation Plan Development to take into account future PLC Upgrade
- H2E provided a well architected SCADA application, geared to future expansion
- H2E's extensive Commissioning experience and methodology

SUMMARY

The main scope was to convert an existing SCADA system to a new platform consistent with the newer technologies in data management and communication. An implementation plan was developed to coordinate the object standard development for the SCADA system to link to the existing PLC communication and data structure. The object standards were developed with the flexibility to easily integrate with the PLC upgrade slated for the next phase in the plant upgrade and minimize redevelopment of the SCADA system.

PROJECT DETAILS

Project development focused on the SCADA system conversion while considering the existing PLC system and the future PLC upgrade. A phased approach Implementation Plan was developed to systematically design, develop, and deploy a full SCADA/PLC upgrade and minimize the impact of outages and concern with integrating with out of date PLCs and with new PLCs in the future..H2E's roles developing an Implementation Plan, designing SCADA object standards, developing Test Plans & Test Procedures, PLC Programing modifications as applicable, HMI/SCADA Programming, Factory Acceptance Testing, Construction Assistance, and Site Acceptance Testing/Commissioning. In addition, H2E configured remote access and alarming to enable plant response.

RELEVANT CONTRACT EXPERIENCE #3

Year: 2025
Duration: Nov 2023 to June 2025 (expected)
Client: Energy Vault
Location: Calistoga, CA
Project Team: Barrett Urness, Chase Manthos-Gornick, Neil Heckerman
Project Award: $517k

SERVICES PROVIDED

- Hydrogen Delivery System Control System
- Hazardous Classified Area Design
- Redundancy and Fault Tolerant Design
- Control Narrative Development
- PLC and HMI/SCADA Programming
- Test Planning & Test Procedures
- Construction Assistance Services
- Factory and Site Acceptance Testing
- Commissioning Services
- Operator Manuals/Technical Training

H2E ADVANTAGE

- H2E brought extensive experience in PLC/SCADA/HMI and controls design
- H2E provided a well-architected Control System design with redundant PLCs
- H2E's experience with Hazardous Classified Areas, HAZOPs, and PSSRs
- H2E's extensive Commissioning experience and methodology

SUMMARY

Calistoga Resiliency Center is the world's largest utility-scale, ultra-long duration energy project using hybrid Hydrogen + Battery Energy Storage, fully carbon-free microgrid that dispatches energy on demand. Facility provides approximately 293MWH for up to 48 hours of continuous energy with a peak output of 8.5MW. H2E designed, fabricated, supplied, tested, and commissioned the Hydrogen Delivery System Control System and integrated the various Vendor Packages within the Hazardous Classified Area.

PROJECT DETAILS

Initial project development focused on resolving the Public Safety Power Shutoff (PSPS) events to the Calistoga Microgrid. Due to the ultra-long duration energy storage needs, Hydrogen + Battery Energy Storage was selected as the solution. H2E worked with various vendors and Energy Vault to design, fabricate, program, and test the Hydrogen Delivery System Control System for the facility. H2E's roles included designing UL-508a Control Enclosures, developing Control Narratives for the processes, developing Test Plans & Test Procedures, PLC Programing, HMI/SCADA Programming, Factory Acceptance Testing, Construction Assistance, and Site Acceptance Testing/Commissioning in several phases. In addition, H2E supported Hazard and Operability Study (HAZOP) reviews of the facility and Pre-Startup Safety Reviews (PSSRs) as required for the Hazardous Classified Area.

Cost Proposal

H2EINCORPORATED

SUMMARY

STATEMENT OF QUALIFICATIONS

March 31, 2025

Electrical Engineering
Power, Control,
SCADA Software,
and Communications

1 Cost Proposal

The following cost breakdown reflects the Work Breakdown Structure provided in the Technical Proposal Section. The budget estimate is as follows:

Tier 0 – Project Management	$68,500
Tier 1 – Project Engineering Review and Documentation	$42,200
Tier 2 – Control Narrative (FDS) Document Development (Standards)	$105,500
Tier 3 – Test Plan and Detail Procedure Development	$18,500
Tier 4 – PLC Program Development	$83,500
Tier 5 – SCADA Program Development	$134,000
Tier 6 – Simulation and Commissioning	$163,000
Tier 7 – Training and Post Commissioning Support	$20,000
Project Budget Estimate	**$635,200**

As a valued customer, H2E continually strives to exceed our client's expectations. If you have feedback, questions or concerns on this proposal, please let us know immediately. We are always very happy and willing to discuss the proposal and adjust it to best suit your needs.

H2E is prepared to partner with the City for long-term support as has been provided in the past. A customized response plan with the City will be developed during the execution of the project.

Team Resumes

H2E INCORPORATED

SUMMARY

STATEMENT OF QUALIFICATIONS

March 31, 2025

Electrical Engineering
Power, Control,
SCADA Software,
and Communications

Troy Pefley, PE

tpefley@H2Einc.com
23305 E Knox Ave, Bldg A
Liberty Lake, WA 99019
(509) 927-2424

Summary of Experience

Troy Pefley – Principal Automation Engineer

Troy has 30+ years of experience in Project Conceptual Design and Studies, Budgetary Development, Design of Process Control Systems, Plant Network Design and Implementation, SCADA System Design, and Construction/Commissioning Support. This includes all facets of Project Execution in Conceptual Development of Process Control including boundary definitions; Capital Budget Estimation including ROI Analysis, Scheduling, and Equipment Budgeting; Control Strategy/Philosophy Development including creation of Standards, Process Flow and Operational Descriptions (PFODs), preparation of Piping and Instrumentation Diagrams (P&IDs), and detailed instrumentation and automation design; Network and Communication System Development including OT System definitions, Plant and Area Network Design utilizing physical and telemetry model technology, and Communication Interface Development; and Construction and Commissioning support. Specialized experience in the design, upgrade, and implementation of Burner Management and Flame Safety Systems including commissioning.

Troy has extensive skills including Microsoft Office suite products, several computer operating systems, numerous PLC and SCADA programming languages, custom programming applications, and web editors.

Education and Registrations

Bachelor of Science	Electrical Engineering	Montana State University
MBA	Business Administration	Washington State University
PE Registrations	Professional Engineer, Idaho	P-9335
	Professional Engineer, Montana	9906 30 PDH
	Professional Engineer, Washington	33380

Relevant Project Experience Includes:

City of Spokane SCADA Upgrade Project

Served as a Lead Controls/Automation Engineer and Project Manager to upgrade the existing Citech SCADA system to a Wonderware SCADA platform. Primary developer of the standard PLC program architecture and the object architecture development in the SCADA system. Lead the commissioning and implementation of the SCADA system in parallel with deployment of the zone level controllers. Coordination with the City in multi-phase implementation to minimize outage requirements.

City of Spokane PLC/Relay Upgrade Project

Served as a Lead Controls/Automation Engineer and Project Manager to upgrade the Master PLC and integrate SEL Power Monitoring/Protection Relays into the SCADA System. Included was a program conversion from a SLC500 to a Logix platform and data communication mapping with the SEL Power Monitoring/Protection Relays. Lead the programming development, DNP communication implementation, and commissioning of the new PLC and integration of the SEL Power Monitoring/Protection Relays.

City of Coeur d'Alene Wastewater Reclamation Facility - SCADA Upgrade

Served as Principal Engineer and Project Manager to develop and convert the Client SCADA system including standard PLC code to improve code consistency and available control/troubleshooting features. Configured Servers, Historian, Twilio Alarm API (SMS and Voice), and Redundant Alarm VOIP Modem. Developed new SCADA application (VTScada) for entire Client facility. Commissioned all modified PLC code and entirety of the SCADA system.

System Wide SCADA/Controls Upgrade Program - Montana

Nine (9) Hydroelectric Dams – Generator Protection, Controls and Rockwell SCADA Upgrade

Served as Principal Engineer and Project Manager as H2E provided electrical and controls engineering to support the upgrade for Generators, Station Service, Pond control, Spillway/River control, Balance of Plant, Standby Power, Inverter Control and Battery System monitoring. These updates allowed for increased monitoring and control, both manually and remotely. H2E's engineering designs included the development of General Arrangements, Demolition Drawings, One-lines, Three-lines, Wiring Diagrams, Schematics, Junction Boxes, Control Panels, I/O interface, Cable Block Diagrams, Cable/Conduit Schedule, Network drawing, P&IDs Rockwell PLC & HMI Program. H2E was also the lead on start-up and commissioning support.

Dennis Bacon

dbacon@H2Einc.com
23305 E Knox Ave, Bldg A
Liberty Lake, WA 99019
(509) 927-2424

Summary of Experience

Dennis Bacon – Senior Automation Engineer

Dennis has 22 years of experience in Specification, application, design, and programming of HMI and PLC; extensive programming experience in the following HMI programming platforms (Cimplicity, ECS, System Platform, Intouch, RSView32, Factory Talk View SE and ME, PlantPAx Training Process Systems Troubleshooting PRS 015, Intellution, Redlion-Crimson, Automation Direct-CMore), PLC Programming platforms (RSLogix Programming tools, Studio 5000, Step 7, VersaPro, Concept, ASELertor for RTAC) and the full extent of Microsoft Office and various other commercial productivity applications. Project responsibilities include PLC and HMI Programming, Controls Design, Panel Inspection, Startup and Commissioning, Proposal Development, Cost Estimates. Dennis has extensive skills including Microsoft-Word, Access, and Excel.

These extensive skills allow Dennis to provide Controls/Automation Support on multiple different genres of industrial projects. Dennis has firsthand experience with the City of Spokane as he was part of the project team on the last PLC/Power Monitoring Upgrade Project and previous SCADA upgrade projects including the first Wonderware System Platform Upgrade.

Education and Registrations

Bachelor of Science	Computer Engineering	Montana State University
Certifications:	AutoCAD Basics	North Idaho College
	PlantPAx	Rockwell

Relevant Project Experience Includes:

*Some Client names may be redacted for NDA compliance.

City of Spokane SCADA Upgrade Project

Served as a Controls/Automation Engineer to upgrade the existing Citech SCADA system to a Wonderware SCADA platform. Assisted in the PLC program development and assisted in the object architecture development in the SCADA system. Assisted with commissioning and implementation of the SCADA system in parallel with deployment of the zone level controllers.

City of Spokane PLC/Relay Upgrade Project
Served as a Controls/Automation Engineer to upgrade the Master PLC and integrate SEL Power Monitoring/Protection Relays into the SCADA System. Included was a program conversion from a SLC500 to a Logix platform and data communication mapping with the SEL Power Monitoring/Protection Relays. Assisted with programming development and commissioning of the new PLC and integration of the SEL Power Monitoring/Protection Relays.

City of Coeur d'Alene Wastewater Reclamation Facility - SCADA Upgrade
Evaluated the interface of client's control system (9 PLCs - 8 Siemens, 1 Rockwell) with a legacy Wonderware SCADA System. Converted all Client PLC code to improve code consistency and available control/troubleshooting features. Configured Servers, Historian, Twilio Alarm API (SMS and Voice), and Redundant Alarm VOIP Modem. Developed new SCADA application (VTScada) for entire Client facility. Commissioned all modified PLC code and entirety of the SCADA system.

Pend Oreille County PUD Box Canyon SCADA Upgrade
Served as a Controls/Automation Engineer to upgrade the plant's hydro-generation SCADA system. Included a software upgrade of Factory Talk View SE for a redundant HMI Server/Data Server w/ Historian. Assisted with developing the testing documentation and commissioning the SCADA Upgrade.

Ventilation Upgrade Project
Served as a Controls/Automation Engineer to upgrade the Plants Ventilation System. Included modifying a PlantPAx SCADA system to add ventilation fans and associated controls. Assisted with developing the controls description, testing documentation, PlantPAx programming w/ E300 Overload Relay communicated data integration.

Dewatering Project
Served as a Controls/Automation Engineer to upgrade the mine's dewatering system SCADA to PlantPAx from Factory Talk View SE (Non-PlantPAx). Included PlantPAx PLC/HMI programming for integrating new dewatering pumps and associated controls into the mine's dewatering system SCADA. Assisted with developing the Controls Description, Control Panel Design, VFD wiring diagrams, testing documentation, PlantPAx PLC/HMI programming.

Barrett Urness, PE

burness@H2Einc.com
23305 E Knox Ave, Bldg A
Liberty Lake, WA 99019
(509) 927-2424

Summary of Experience

Barrett Urness – Senior Automation Engineer, Automation Team Lead

Barrett has 8 years of experience in specification, application and design of control systems, OT network systems, PLC, SCADA, and Safety Instrumented Systems. Project responsibilities included control strategy development, network architecture development, preparation of Process Flow and Operational Descriptions (PFODs), detailed instrumentation design including control system logic, Input / Output I/O drawings and intelligent alarm networks, design and troubleshooting of OT network communications systems (multiple protocols and media), and field commissioning.

Education and Registrations

Bachelor of Science	Electrical Engineering	Montana State University
PE Registration	Professional Engineer, Washington	22028807
Certifications:	MSHA	
	PlantPAx	Rockwell
	Ignition Gold 8.1	Inductive Automation

Relevant Project Experience Includes:

*Some Client names may be redacted for NDA compliance.

City of Bonners Ferry - Water and Wastewater Reclamation Facility SCADA Upgrade Project

Project scope was to perform a FactoryTalk View SE HMI upgrade for an antiquated system. The project also included upgrading the Win911 dialer system to maintain compatibility with the upgraded SCADA software. The following tasks were included in this project, FactoryTalk View SE programming, Historian Configuration, Test Document Development, Site Commissioning.

City of Post Falls - Wastewater Reclamation Facility Implementation Project

Project scope was to perform a complete control system retrofit and facility expansion while converting from a legacy SCADA system to an Ignition Perspective. Every PLC in the facility was updated to utilize a new customized client standard to enable ease of troubleshooting and reduce future programming costs. The following tasks were included in this project, Rockwell PLC programming, Historian Configuration, Ignition Perspective Architecture Design and programming, Test Document Development, Site Commissioning.

Canola Crush Plant Ventilation System Upgrade Project

Project scope was to perform control system updates to the Facility's PlantPAx SCADA system to integrate a new system of ventilation fans throughout the plant to automate plantwide temperature control. The following tasks were included in this project, PlantPAx PLC programming, PlantPAx HMI Development, Control Narrative Documentation Development, and Test Document Development.

Cody Litzko

clitzko@H2Einc.com
23305 E Knox Ave, Bldg A
Liberty Lake, WA 99019
(509) 927-2424

Summary of Experience

Cody Litzko – Senior Automation Engineer

Cody has 6 years of experience in the specification, application, and design of control systems, OT network systems, PLC systems, and SCADA systems. Project responsibilities included control strategy development, network architecture development, preparation of Process Flow and Operational Descriptions (PFODs), UL508 Panel design, detailed instrumentation design including control system logic, I/O drawings, alarm management, and commissioning. Provides design and troubleshooting of OT systems from field devices, VFD, Servers, Networks (multiple protocols and media), PLC programs, SCADA systems, and database management.

Cody's extensive skills allow him to assist clients with developing actionable projects to resolve the known and unknown pain points and develop solutions from concept to implementation.

Education and Registrations

Bachelor of Science	Mechanical Engineering	University of Idaho
Certifications:	Ignition 8.1 Gold Certification	Inductive Automation
Associations:	ISA	

Relevant Project Experience Includes:

City of Coeur d'Alene Wastewater Reclamation Facility - SCADA Upgrade
Evaluated the interface of client's control system (9 PLCs - 8 Siemens, 1 Rockwell) with a legacy Wonderware SCADA System. Converted all Client PLC code to improve code consistency and available control/troubleshooting features. Configured Servers, Historian, Twilio Alarm API (SMS and Voice), and Redundant Alarm VOIP Modem. Developed new SCADA application (VTScada) for entire Client facility. Commissioned all modified PLC code and entirety of the SCADA system.

Liberty Lake Sewer and Water District – Wastewater Reclamation Facility HMI Upgrade
Evaluated the interface of client's control system (11 Rockwell PLCs) with a legacy Wonderware SCADA System. Converted all Client PLC code to improve code consistency and available control/troubleshooting features. Configured Servers, Historian, and Alarm VOIP Modem. Developed new SCADA application (Ignition) for entire Client facility. Commissioned all modified PLC code and entirety of the SCADA system.

City of Coeur d'Alene Wastewater Lift Station Control System Upgrade

As part of a system-wide upgrade, new standardized Rockwell PLC programs were developed for 11 Remote Lift Stations and Master PLC. The existing Wonderware SCADA system was re-programmed to fully utilize the newly updated PLC code, allowing for greater troubleshooting and site reporting to operators. A new Radio System utilizing a licensed frequency was configured and installed. Commissioned the new Radio System, the updated SCADA system, and the PLC Code for the 11 Remote Lift Stations and the Master.

Jackie Uhling

juhling@H2Einc.com
23305 E Knox Ave, Bldg A
Liberty Lake, WA 99019
(509) 927-2424

Summary of Experience

Jackie Uhling – Automation Engineer

Jackie is an Automation Engineer with 4 years of experience in controls systems, programming, HMI development and project lifecycle management. Her project responsibilities have comprised of engineering, design verification, and commissioning. She has a myriad of applicable skills, including PLC programming, Rockwell RSLogix 500/5000, Studio 5000 and Modicon Control Expert. She is also proficient in HMI/SCADA Programming, including Inductive Automation Ignition Perspective and Vision, Rockwell Factory Talk Site Edition and Machine Edition, GE Cimplicity and iFix. Her skills also encompass VFD programming including Rockwell, Eaton, and Schneider drives , as well as General programming including Python and C++.

This expertise enables Jackie to procure the most optimized solution to any challenge a Client may face. Her diverse programming and on-site experiences allow her to be effective on projects from a myriad of industries, with a specialty focus on SCADA programming.

Education and Registrations

*Some Client names may have been redacted for NDA compliance.

Bachelor of Science	Electrical Engineering	University of Idaho
Certifications:	MSHA	
	PlantPAx - Rockwell	Rockwell
	Ignition 8.1	Inductive Automation

Relevant Project Experience Includes:

*Some Client names may be redacted for NDA compliance.

City of Post Falls - Municipal Wastewater SCADA Upgrade and HMI Conversion

Developed logic and Ignition HMI for a Tertiary and Membrane Filtration upgrade for a Wastewater Facility consisting of 6 new PLCs and a new HMI Platform. Upgraded existing PLCs (10) in use at the facility and converted existing HMI screens for standardization across the plant. Commissioned all PLCs and entire HMI and configured servers.

NorthWestern Energy Hydropower Utility – PLC and HMI Upgrade

Converted the existing Control System to improve code consistency and available control features. Developed new FactoryTalk View SE HMI Screens and System Alarms for a Spill Gate Control Upgrade. Commissioned modified PLC code and entire HMI.

Canola Manufacturing

Implemented two new CompactLogix Controllers for a Bulk Weighing System using PlantPAx objects. Modified existing FactoryTalk View SE HMI to add screens, alarms, and tags for new Bulk Weighing Equipment.

John Mackesy
jmackesy@H2Einc.com
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Liberty Lake, WA 99019
(509) 927-2424

Summary of Experience

John Mackesy – Automation Engineer

John has over 3 years of experience in controls systems, programming, HMI development and project life cycle experience. Project responsibilities include design, engineering, design verification, and commissioning. JJ has skills including PLC programming, Rockwell RSLogix 500/5000, PlantPAx, Studio 5000, Siemens TIA Portal, Siemens Step 7 Manager, HMI/SCADA Programming including Wonderware Intouch, Inductive Automation Ignition, VTSCADA, Rockwell FactoryTalk View, VFD programming including Rockwell and ABB drives, and general programming experience including Python, Matlab, C/C++. JJ is also familiar with report development and review including Microsoft Office and Foxit Phantom.

This expertise allows John to provide Controls/Automation support for projects in diverse industrial fields. JJ specializes in SCADA upgrades and is Rockwell PlantPAx certified.

Education and Registrations

Bachelor of Science	Electrical Engineering	University of Idaho
Certifications:	MSHA	
	PlantPAx	Rockwell

Relevant Project Experience Includes:

*Some Client names may be redacted for NDA compliance.

CDA Wastewater - SCADA Upgrade and HMI Conversion
Served as a Controls/Automation Engineer to convert entire site HMI platform from WonderWare to VTSCADA. Assisted in development of HMI screens, tags, and alarms for entire site. Assisted in development of testing documentation and commissioning new HMI implementation and control.

ADR2 Booster Pumps
Served as Controls/Automation Engineer to integrate the addition of three booster pump stations into the site SCADA system. Developed PLC program in Studio 5000 and HMI screens in FactoryTalk View. Assisted in development of testing documentation and commissioning of the new pump stations.

Walla Walla WWTP – PLC Upgrade

Served as Controls/Automation Engineer to engineer/design new PLC panels to replace aging SCADA infrastructure. Assisted in engineering/design of panels. Assisted in converting PLC programs to updated software. Assisted in development of testing documentation and commissioning of new PLCs.

Acid Wash, Lithium Reactor

Served as a Controls/Automation Engineer to integrate new Acid Wash process into the site SCADA system. This included designing/engineering a new Rockwell PLC panel, programming using PlantPAx, and developing HMI screens and tags using FactoryTalk View. Assisted in development of PLC code using Studio 5000 and PlantPAx, as well as development of HMI screens in FactoryTalk View SE. Assisted in development of testing documentation and commissioning the processes.

H2EINCORPORATED

SUMMARY

STATEMENT OF QUALIFICATIONS

March 31, 2025

Additional Information

Electrical Engineering
Power, Control,
SCADA Software,
and Communications

This certificate is awarded to

Barrett Urness

for the successful completion of the course

SI PlantPAx Assessment

by RAU School of Sales

Date: 3/19/2025

Charles W. Coy, Director

This certificate is awarded to

Jackie Uhling

for the successful completion of the course

SI PlantPAx Assessment

by RAU School of Sales

Date: 3/26/2025

Charles W. Coy, Director

This certificate is awarded to

Jj Mackesy

for the successful completion of the course

SI PlantPAx Assessment

by RAU School of Sales

Date: 3/26/2025

Charles W. Coy, Director

INDUSTRY: WATER AND WASTEWATER

Spokane Water Department

www.spokanewater.org

"The real value to us is that we have continuous monitoring and can identify problems more quickly. You have confidence that what the system is telling you is correct."

Mark Cleveland
Operations Supervisor

Wonderware Solution Brings Ease of Use and Scalability to Spokane Water Department

Goals

- Transition from a limited-capacity system to a new, more scalable water management solution
- The new solution needed to enable operators to make changes and additions without outside technical assistance

Challenges

- The former SCADA system was limited to 48 sites and was not adaptable to Spokane's growing needs
- Obsolete telemetry caused slow communications between the central control site and remote stations

Solutions and Products

- Wonderware System Platform
- Wonderware InTouch® HMI
- Wonderware Historian
- Wonderware ActiveFactory®

Results

- The Upriver Dam generates over 70 million kilowatts of electricity annually, which is enough to power the water plant, contributing to the department's sustainability efforts
- Lost water rates (measuring water wasted due to leaks, inaccurate metering or slow repairs) are at 6%, among the lowest in the nation
- The Wonderware system enables remote monitoring and control which has cut the frequency of travel to stations by about two-thirds while saving on vehicles and fuel
- The redundant SCADA system guarantees uninterrupted operations for the City of Spokane, 24/7
- The solution's scalable architecture and object-based implementation empower in-house staff to deploy applications and perform changes without outside help

invensys Wonderware®

Spokane, Washington – About 125 years ago, the leaders of the City of Spokane bought a small waterworks and set in motion a wave of innovation that continues today. Even then, they understood that the growth of the city depended on offering basic services to residents. But they probably could not have foreseen the large metropolitan area of today that has access to some of the highest quality, lowest cost drinking water in the state.

In addition to providing water, the City of Spokane Water and Hydroelectric Services Department manages the Upriver Dam, which generates over 70 million kilowatts of electricity annually. The dam and the energy it provides are integral to the city's sustainability – the power is used to pump water throughout Spokane and also provides enough excess energy to meet the annual needs of about 4,400 local households.

The development of this system has always bridged the past with the present while keeping an eye on the future. Starting with one pumping station that had a 10-million gallon per day capacity in 1895, today's plant is highly sophisticated, including more than 50 water pumping and storage sites spread out over 70 square miles and two hydroelectric powerhouses. In the summer, Spokane water usage runs at about 180 million gallons of water each day.

Growth Leads to a Need for Improvements

As Spokane expands, the Water and Hydroelectric Services Department recognizes that it must accommodate increasing demands for water and power. Its 1980s Supervisory Control and Data Acquisition (SCADA) system was limited in the number of sites it could serve. It also did not allow the level of control that the Department wanted, so an upgrade was planned.

H2E, Inc., a local Spokane Wonderware certified system integrator, was tapped for the project, with Wonderware PacWest also providing assistance. The Department was convinced that H2E had the skills to create a new SCADA system that would provide reliability, ease of use, scalability and improved in-house management as well as integration of their old system with new components.

"The Wonderware Suite provides a very flexible platform to address our clients' needs. Adaptation of the software to the various markets H2E serves is a key consideration in addressing our client's expectations," said Doug Ransdell, H2E Business Development Officer.

The Power of Templates

Continuous service was maintained during the transition to the new Wonderware solution. Master templates were developed that would provide robust capabilities throughout the system, whether they were applied to booster stations, wells or other sites.

First, existing remote telemetry units (RTUs) were replaced with new programmable logic controllers (PLCs). This allowed the Department to leverage the similar code of these nodes through the new Wonderware System Platform. Additionally, radio units are now in place, speeding communications time between the central control room, remote units and operators in the field.

When a new station is added, the appropriate template is loaded. In-house Department engineers can quickly deploy the template to bring the new location online, sometimes in as little as an hour and a half. In the old system, outside resources were required for additions and changes. But with the Wonderware software, Spokane engineers can save both time and money by managing the system themselves.

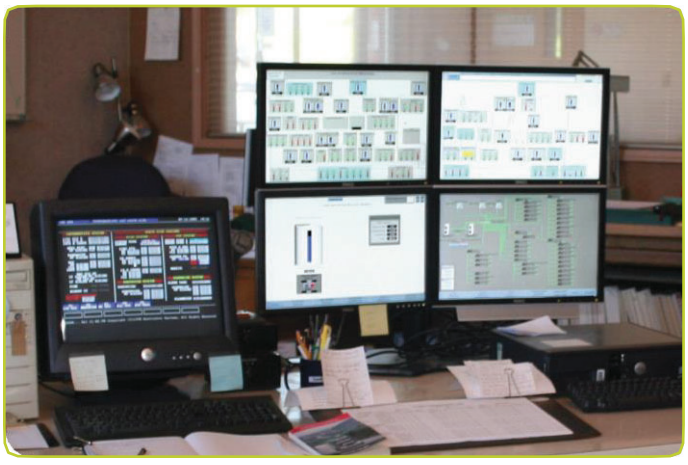
Gary Zickler, Operations Manager, said ,"We create and turn on new stations ourselves and they all look the same, which makes it easier for operators to use at three o'clock in the morning."

Popular with Operators

Operators are fans of the new system too. After sites are configured, employees can make changes easily with the intuitive Wonderware InTouch® Human Machine Interface (HMI). Standardized graphics mean that the entire system is recognizable at a glance, so operators don't have to worry about learning to operate new stations. Because all stations are instantly familiar, training is easier and more efficient.

According to Mark Cleveland, Operations Supervisor, "The biggest selling point was the interface between the operator and the system – people who use it actually like it."

And, since the operators are responsible for 24/7, uninterrupted water service, they also appreciate that the new system is fully redundant. If a SCADA server goes offline or is taken down for scheduled maintenance, communications and alarms automatically switch over and the system can be managed from a redundant station. The new architecture and PLCs are designed so there is no single point of failure, which brings peace of mind and allows operators to concentrate on their assigned duties, rather than worrying about reliability.



Enhanced Control Saves Time and Money

With 57 sites and more to come, the Department was aware that it could not continue to operate as usual. In the past, engineers traveled from the master station, visiting each remote location to take measurements and perform inspections.

Now, the Wonderware solution is helping to save time as well as money. Operators can monitor each site through the HMI and make repairs and changes without physically going to them. Time spent traveling is now about one-third of what it was before the Wonderware software was in place. And along with better use of operator time, fuel and insurance costs plus wear and tear on vehicles are greatly reduced.

Another important benefit of the new system is a decrease in lost water rates. Because of the SCADA solution's improved automation and notification, less water is wasted due to leaks, inaccurate metering or slow repairs. In fact, at 6%, Spokane's lost water rate is one of the lowest in the United States.

Reporting Also Adds to Efficiency

The Spokane Water and Hydroelectric Services Department monitors and tests water quality around the clock to ensure safety and security. Additionally, it must conform to compliance and reporting mandates from the U.S. Federal

Energy Regulatory Commission (FERC), the North American Electric Reliability Corporation (NERC), NIOSH, the Department of Health and others.

To help manage these diverse requirements, the Wonderware solution provides both real-time and historical information. Wonderware Historian gathers data and then Wonderware ActiveFactory® provides trending statistics.

Using both on-screen tracking and reports, department staff members use their expertise to trouble-shoot the system. Many issues can be corrected before they become disruptive. And new stations can be planned and designed to meet both current and future estimated needs. Plus, Wonderware software reports can be exported to Microsoft® Excel® and Word® for easy communication to management.

Planning for Tomorrow

Since the late 1800s, the City of Spokane has been committed to providing a safe and continuous supply of water and power. Today, the Wonderware software solution is helping the Water and Hydroelectric Services Department increase efficiency and flow confidently into the future. Working together, they will contribute significantly to opportunities for further economic growth.

Invensys • 5601 Granite Parkway III, #1000, Plano, TX 75024 • Tel: (469) 365-6400 • Fax: (469) 365-6401 • www.invensys.com

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Rel. 12/09

License Information:

New search Back to results

Entity name: HUNGRY HORSE ENGINEERING, INC.

Business name: H2E

Entity type: Profit Corporation

UBI #: 601-962-638

Business ID: 001

Location ID: 0001

Location: Active

Location address: 23305 E KNOX AVE
LIBERTY LAKE WA 99019-9461

Mailing address: 23305 E KNOX AVE BLDG A
LIBERTY LAKE WA 99019-9461

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this loca	License #	Count	Details	Status	Expiration date	First issuance d
Liberty Lake General Business	00361			Active	Jun-30-2026	Apr-25-2005
Spokane General Business - Non-Resident	T11046962BUS			Active	Jun-30-2026	Oct-15-2012

Owners and officers on file with the Department of Revenue

Owners and officers	Title
BADEN, CAMERON	
HECKERMAN, NEIL	
KUBALE, JACOB	
LAUER, DOUG	

Owners and officers	Title
MCDANIEL, JESSE	
PEFLEY, TROY	

Registered Trade Names

Registered trade names	Status	First issued
H2E	Active	Jun-07-1999

The Business Lookup information is updated nightly. Search date and time: 5/30/2025 8:30:04 AM

Contact us

How are we doing?
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Check if your browser is supported

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/30/2025

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

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

PRODUCER
AssuredPartners Design Professionals Insurance Services, LLC
3697 Mt. Diablo Blvd Suite 230
Lafayette CA 94549
License#: 6003745

CONTACT NAME: Allison Barga
PHONE (A/C, No, Ext): 360-626-2007 **FAX (A/C, No):** 360-626-2007
E-MAIL ADDRESS: Allison.Barga@AssuredPartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Underwriters at Lloyd's, London/AP Beazley Syndica	
INSURER B : Hartford Underwriters Insurance Company	30104
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
8141
Hungry Horse Engineering Inc
dba H2E, Inc
23305 East Knox Avenue, Bldg A
Liberty Lake WA 99019

COVERAGES **CERTIFICATE NUMBER:** 1023560053 **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	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	52SBWBF6SP1	11/10/2024	11/10/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	52SBWBF6SP1	11/10/2024	11/10/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000	Y	Y	52SBWBF6SP1	11/10/2024	11/10/2025	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		52SBWBF6SP1	11/10/2024	11/10/2025	PER STATUTE X OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	WA Stop Gap $ 1,000,000 $ 1,000,000 $ 1,000,000
A A	Professional Liab: Claims Made Excess Professional Liability			0002012062/024 1525/24U10476	11/10/2024 11/10/2024	11/10/2025 11/10/2025	$2,000,000 Per Claim $3,000,000 Per Claim	$2,000,000 Aggr $3,000,000 Aggr

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The certificate holder is an additional insured per the attached.
Insured owns no company vehicles; therefore, hired/non-owned auto is the maximum coverage that applies.
The following policies are included in the underlying schedule of insurance for umbrella/excess liability: General Liability/Auto Liability/Employers Liability.
City of Spokane, its officers and employees are additional insureds per the attached. Insurance coverage includes waiver of subrogation per the attached endorsement(s). 30 days Notice of Cancellation per the attached.

CERTIFICATE HOLDER

City of Spokane
808 W 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

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BUSINESS LIABILITY COVERAGE FORM

Various provisions in this Policy restrict coverage. Read the entire Policy 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. The words "we", "us" and "our" refer to the insurance company shown in the Declarations.

"Policy period", as used in this Coverage Part**,** means the period from the effective date of this Coverage Part to the expiration date of the Coverage Part as stated in the Declarations or the date of cancellation, whichever is earlier.

The word "insured" means any person or organization qualifying as such under Section **C**. Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **F**. Liability And Medical Expenses Definitions.

A. COVERAGES

1. Business Liability Coverage (Bodily Injury, Property Damage, Personal And Advertising Injury) Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **D.** Liability And Medical Expenses Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

b. This insurance applies:

(1) To "bodily injury" and "property damage" only if:

(a) The “bodily injury” or “property damage” is caused by an “occurrence” that takes place in the “coverage territory”;

(b) The "bodily injury" or "property damage" occurs during the policy period; and

(c) Prior to the policy period, no insured listed under Paragraph **1.** of Section **C.** 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. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

(2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **C.** Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

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(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice

(1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:

(a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and

(b) You are not engaged in the business or occupation of providing such services.

(2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. Medical Expenses

Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

3. Coverage Extension - Supplementary Payments

a. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

(1) All expenses we incur.

(2) Up to $1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

(3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish, finance, arrange for, guarantee, or collateralize these bonds, whether the collateralization is characterized as premium or not.

(4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

(5) All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed against the insured.

(6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

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(7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under **(1)** through **(7)** above will not reduce the Limits of Insurance.

b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

(1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

(2) This insurance applies to such liability assumed by the insured;

(3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

(4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;

(5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

(6) The indemnitee:

(a) Agrees in writing to:

(i) Cooperate with us in the investigation, settlement or defense of the "suit";

(ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(iii) Notify any other insurer whose coverage is available to the indemnitee; and

(iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(b) Provides us with written authorization to:

(i) Obtain records and other information related to the "suit"; and

(ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph **1.b.(b)** of Section **B.** Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

(1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or

(2) The conditions set forth above, or the terms of the agreement described in Paragraph **(6)** above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

(1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or

(2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

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b. Contractual Liability

(1) "Bodily injury" or "property damage"; or

(2) "Personal and advertising injury"

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 damages because of:

(a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

(i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol;

(3) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol; or

(4) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury" or "property damage" involved that which is described in Paragraph **(1), (2), (3)** or **(4)** above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving, or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of **(1)** above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

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This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) 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, this paragraph does not apply to:

(i) "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;

(ii) "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 this Coverage Part as an additional insured with respect to your ongoing operations 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

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) 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;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) 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, this paragraph does not apply to:

(i) "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;

(ii) "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

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) 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".

(2) Any loss, cost or expense arising out of any:

(a) 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

(b) 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".

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However, this paragraph 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.

g. Aircraft, Auto Or Watercraft

(1) Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Exclusion **g.(1)** 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 "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

(2) Aircraft (Other Than Unmanned Aircraft), Auto or Watercraft

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

This Exclusion **g.(2)** 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 "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This Exclusion **g.(2)** does not apply to:

(a) A watercraft while ashore on premises you own or rent;

(b) A watercraft you do not own that is:

(i) Less than 51 feet long; and

(ii) Not being used to carry persons or property for a charge;

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

(d) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft (other than "unmanned aircraft") or watercraft;

(e) "Bodily injury" or "property damage" arising out of:

(i) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

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

(f) An aircraft (other than "unmanned aircraft") that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

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i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

(1) Legal, accounting or advertising services;

(2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;

(3) Supervisory, inspection, architectural or engineering activities;

(4) Medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction;

(5) Any health or therapeutic service treatment, advice or instruction;

(6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;

(7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

(8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;

(9) Any:

(a) Body piercing (not including ear piercing);

(b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and

(c) Similar services;

(10) Pharmaceutical services including but not limited to:

(a) The administering, prescribing, preparing, distributing or compounding of pharmaceutical drugs, vaccinations, immunizations or any of their component parts;

(b) The providing of or failure to provide home health care or home infusion products or services; and

(c) Advising and consulting customers;

(11) Computer consulting, design or programming services, including web site design.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the “bodily injury”, “property damage”, or “personal and advertising injury” arises out of the rendering of or the failure to render any professional service.

Paragraphs **(4)** and **(5)** of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph **1.e.** in Section **A.** Coverages.

k. Damage To Property

"Property damage" to:

(1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

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(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

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

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section **D.** Limits Of Insurance.

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

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

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

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

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

l. Damage To Your Product

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

m. 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.

n. 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:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) 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.

o. Recall Of Products, Work Or Impaired Property

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:

(1) "Your product";

(2) "Your work"; or

(3) "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.

p. Personal And Advertising Injury

"Personal and advertising injury":

(1) Arising out of oral, written, electronic, or any other manner of publication of material, if done by or at the direction of the insured with knowledge of its falsity;

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(2) Arising out of oral, written, electronic, or any other manner of publication of material whose first publication took place before the beginning of the policy period;

(3) Arising out of a criminal act committed by or at the direction of the insured;

(4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";

(5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";

(6) Arising out of the wrong description of the price of goods, products or services;

(7) Arising out of:

(a) Any actual or alleged infringement or violation of any intellectual property rights, such as copyright, patent, right of publicity, trademark, trade dress, trade name, trade secret, service mark or other designation of origin or authenticity; or

(b) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made against you, or by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

(i) Infringement, in your "advertisement", of:

a. Copyright;

b. Slogan; unless the slogan is also a trademark, trade dress, trade name, service mark or other designation of origin or authenticity; or

c. Title of any literary or artistic work; or

(ii) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

Paragraph **(7)(b)ii** above shall not apply to claims or "suits" alleging infringement or violation of trademark, trade dress, trade name, service mark or other designation of origin or authenticity.

(8) Arising out of an offense committed by an insured whose business is:

(a) Advertising, broadcasting, publishing or telecasting;

(b) Designing or determining content of web sites for others; or

(c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a., b.** and **c.** under the definition of "personal and advertising injury" in Section **F.** Liability And Medical Expenses Definitions.

For the purposes of this exclusion, 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;

(9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;

(10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;

(11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

(12) Arising out of:

(a) Advertising content for others on your web site;

(b) Placing a link to a web site of others on your web site;

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(c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or

(d) Computer code, software or programming used to enable:

(i) Your web site; or

(ii) The presentation or functionality of an "advertisement" or other content on your web site;

(13) Arising out of a violation of any anti-trust law;

(14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities;

(15) Arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information; or

(16) Arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "personal and advertising injury" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

However, this exclusion does not apply if the only allegation in the claim or "suit" involves an intellectual property right which is limited to:

(a) Infringement, in your "advertisement", of:

(i) Copyright;

(ii) Slogan; or

(iii) Title of any literary or artistic work; or

(b) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

q. Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability

(1) Damages because of “bodily injury” or “property damage” arising out of any access to or disclosure of any person’s or organization’s confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

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

This exclusion applies even if such damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraphs **(1)** or **(2)** above.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to damages because of “bodily injury”.

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

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(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, malicious prosecution or false arrest directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies:

(1) Whether the injury-causing event described in Paragraphs **(a)**, **(b)**, or **(c)** above occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or “suit” alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or “suit” for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) 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

(4) 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.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning Or Explosion

Exclusions **c.** through **h.** and **k.** through **o.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **D.** Liability And Medical Expenses Limits Of Insurance.

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

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c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business, other than that described in **b.** through **e.** below, of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. 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.

d. 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.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

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(a) Owned, occupied or used by:

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours 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 Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

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

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator Of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons or property for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

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a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

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.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.

b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

a. The limits of insurance required in a written contract, written agreement or permit; or

b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this Policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this Policy and the endorsements is the single highest limit of liability of all

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coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph **3.** above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured under this Coverage Part must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense 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" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured under this Coverage Part must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You or any additional insured under this Coverage Part must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

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, 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 that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

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.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured under this Coverage Part, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with such additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured under this Coverage Part only when such "occurrence", offense, claim or "suit" is known to:

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(1) You or any additional insured under this Coverage Part that is an individual;

(2) Any partner, if you or an additional insured under this Coverage Part is a partnership;

(3) Any manager, if you or an additional insured under this Coverage Part is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or an additional insured under this Coverage Part is a corporation;

(5) Any trustee, if you or an additional insured under this Coverage Part is a trust; or

(6) Any elected or appointed official, if you or an additional insured under this Coverage Part is a political subdivision or public entity.

This Paragraph **f.** applies separately to you and any additional insured under this Coverage Part.

3. Legal action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Policy 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 a claim is made or "suit" is brought.

5. Representations

a. When You Accept This Policy

By accepting this Policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this Policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

6. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk, Owner Controlled Insurance Program or OCIP, Contractor Controlled Insurance Program or CCIP, Wrap Up Insurance or similar coverage for "your work";

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(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **B.** Exclusions.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **B.** Exclusions.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part 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, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, 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.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

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If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

7. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, 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. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. LIABILITY AND MEDICAL EXPENSES 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. For the purpose of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purpose of attracting customers or supporters is considered an advertisement.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means:

a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

a. Injury;

b. Sickness; or

c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in **a.** above;

(2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or

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(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication.

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

7. "Electronic data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of “electronic data”, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

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 other similar governing document.

10. "Hostile fire" means one which 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 damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section **D.** Liability And Medical Expenses Limits Of Insurance.

b. A sidetrack agreement;

c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;

d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement; or

f. That part of any other contract or agreement pertaining to your business (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" or "property damage" 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.

Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph **f.** does not include that part of any contract or agreement:

(1) 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, designs 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; or

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(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

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" 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, on which are 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 **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 **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, of at least 1,000 pounds gross vehicle weight, 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 or motor vehicle registration law where they are licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law or motor vehicle registration law are considered “autos”.

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

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a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral, written, electronic, or any other manner of publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written, electronic, or any other manner of publication of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".

18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

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 to be 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 job site has been completed if your contract calls for work at more than one job 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.

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

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 tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury 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 "occurrence" that caused it.

As used in this definition, "electronic data" is not tangible property.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

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22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Unmanned aircraft" means an aircraft that is not:

a. Designed;

b. Manufactured; or

c. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

24. "Volunteer worker" means a person who:

a. Is not your "employee";

b. Donates his or her work;

c. Acts at the direction of and within the scope of duties determined by you; and

d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

25. "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.

26. "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.

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BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section **C. WHO IS AN INSURED**:

Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs **a**. through **f**. below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

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(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Paragraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises;

(b) In the performance of your ongoing operations performed by you or on your behalf; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

(i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the “bodily injury”, “property

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damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit

(1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, 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".

f. Any Other Party

(1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs **a**. through **e**. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations performed by you or on your behalf;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs **f.(2)(a)** or **f**.**(2)(b)** above.

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NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

B. If this policy is cancelled by the company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

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Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 07/28/2025

Committee Agenda type: Consent

Council Meeting Date: 08/18/2025

Date Rec'd	6/24/2025		
Clerk's File #	OPR 2025-0527		
Cross Ref #	ORD C35970		
Project #			
Submitting Dept	COMMUNICATIONS & MARKETING	**Bid #**	C35970
Contact Name/Phone	TIM OTT 625-6355	**Requisition #**	CR27679
Contact E-Mail	TOTT@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	CONTRACT WITH FRIENDS OF KSPS		

Agenda Wording

Contract with Friends of KSPS (Spokane, WA) to provide PEG C.A.B.L.E Channel Distribution for Public Education Television. January 1, 2025 through December 31, 2025 for the amount of $65,000. This is Public Education and Governmental (PEG) fees.

Summary (Background)

The City of Spokane designates KSPS as the administrator of Comcast PEG funds under Section 19 subsection (b) of the City's Cable Franchise. KSPS prioritizes the Capital Equipment needs of the Comcast PEG Education channels, then relays those requests on to the City for funding. This contract enables the City to reimburse KSPS for capital equipment purchases related to PEG video production and distribution.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

N/A

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 65,000.00
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

The COI is missing the workers' comp coverage. However, their L&I account (436,168-00) is current as of 06/26/2025.

Amount		Budget Account
Expense	$ 65,000.00	# 1940-37330-18900-54201-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Renewed on an annual basis

Expense Occurrence	N/A

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

Approvals		Additional Approvals	
Dept Head	HUT, ERIN	PURCHASING	NECHANICKY, JASON
Division Director	HUT, ERIN		
Accounting Manager	BUSTOS, KIM		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

Gary Stokes gstokes@ksps.org	tott@spokanecity.org
laga@spokanecity.org	ehut@spokanecity.org
ywang@spokanecity.org	

Committee Agenda Sheet
Finance Committee

Submitting Department	Communications/PEG Funds
Date:	5/16/25
Contact Name	Tim Ott
Contact Email & Phone	tott@spokanecity.org - ext. 6355
Council Sponsor(s)	
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested:
Agenda Item Name	KSPS PEG Reimbursement Contract
Summary (Background)	The City of Spokane designates KSPS as the administrator of Comcast PEG funds under Section 19 subsection (b) of the City's Cable Franchise. KSPS prioritizes the Capital Equipment needs of the Comcast PEG Education channels, then relays those requests on to the City for funding. This contract enables the City to reimburse KSPS for capital equipment purchases related to PEG video production and distribution.
Proposed Council Action & Date:	Approval of this contract to fulfill Comcast Cable Franchise Requirements under section 19 "Community Programming".

Fiscal Impact:
Total Cost: $65,000.00
Approved in current year budget? ☒ Yes ☐ No ☐ N/A

Funding Source ☒ One-time ☐ Recurring
Specify funding source:

Expense Occurrence ☒ One-time ☐ Recurring

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

Operations Impacts

What impacts would the proposal have on historically excluded communities?

As part of the Franchise, the City Contracts with KSPS to distribute PEG programming to Comcast for delivery of the community and educational access programming.

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 recently adopted cable franchise requires Comcast Cable to provide educational access programming to be carried on the basic cable tier which is the most affordable tier of cable television.

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

There is currently no way to obtain PEG channel data on Comcast customers.

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 reimbursement contract fulfills Section 19 of the Comcast Cable Franchise adopted in the fall of 2021 in regard to Educational programming.

City Clerk's No. OPR 2025-0527
Cross Reference No. ORD C35970

City of Spokane

PEG C.A.B.L.E. CHANNEL DISTRIBUTION

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **FRIENDS OF KSPS**, whose address is 3911 South Regal Street, Spokane, Washington 99223 as ("KSPS"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the City has obtained certain channel resources and capital financing as a result of a Franchise renewal, C35970, with the local Cable Operator, Comcast Cable Communications Management, LLC, ("Comcast"); and

*WHEREAS, the Franchise documents include the Franchise Ordinance itself which is attached hereto as **Exhibit B** and incorporated herein; and*

WHEREAS, KSPS has agreed to provide PEG C.A.B.L.E. Channel Distribution for Public Education Television; and

WHEREAS, KSPS is the established master control provider for PEG access channels.

The parties agree as follows:

1. DESIGNATION OF KSPS AS CHANNEL MANAGER.
The City designates KSPS as Channel Manager of the channel reserved in the Comcast Franchise. This designation terminates if the Comcast Franchise Agreement terminates or expires. The designation is in the nature of a quitclaim authorization, to the extent of the City's power and authority to make such designation, without any promises or warranties. This section and Section 2 comprise the entire obligations of the City under this Agreement, notwithstanding any other provision.

2. 2025 CAPITAL FUNDING. Subject to applicable Franchise requirements as provided in the cable franchise between the City and the Comcast Cable Company (C35970) for PEG Fee source expenditures, the City agrees to pay KSPS from the "PEG Fee" resource identified in Section 19 J of the franchise, a grant up to **SIXTY-FIVE THOUSAND AND NO/100 DOLLARS ($65,000.00)** for capital expenditures for the calendar year 2025. Future grant funding at this value is not a guarantee and is subject to change on a yearly basis.

A. KSPS agrees to continue to present community programming on the cable channel designated for this purpose and represents to the City that it has adequate

operational funding and other resources necessary to accomplish this function; and

B. KSPS understands its obligation to be sure that all expenditures of PEG fee grant monies are consistent with any Comcast franchise restrictions for use of said monies. KSPS shall furnish the City with reasonable proof, upon request, that its use meets cable franchise requirements. In the event KSPS cannot do so to City's satisfaction, KSPS is responsible to reimburse the City any reduction in PEG funding obligations by Comcast under Section 19. KSPS further agrees to indemnify and hold harmless the City from any other loss or liability for failure to the City from failure to satisfy Comcast; and

C. This is a grant from PEG fee resources only. Under no circumstances shall the City be independently liable to KSPS for payment of any sums under this agreement, directly or indirectly by way of reduction of other monies due and payable by Comcast.

3. FUNDING APPROVAL. PEG funds and expenses will be approved upon submission of expense receipts to the City.

4. TERM/NOTICES

A. The Agreement takes effect January 1, 2025, and expires December 31, 2025; PROVIDED:

i. It automatically expires if the current Comcast Franchise expires or is otherwise terminated or substantially modified for any reason unless extended in writing by the City.

ii. It may be terminated without any requirement of showing cause by either party, upon sixty (60) days written notice; PROVIDED the City may terminate the Agreement upon a lesser notice period if it reasonably determines that it is exposed to any loss or liability because of continuation of the Agreement,

B. Notices shall be given:

i. To the City: Attention: City Administrator, 808 W. Spokane Falls Blvd., Spokane WA 99201.

ii. To KSPS: Attention: General Manager, 3911 South Regal Street, Spokane, Washington 99223.

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

6. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

7. INDEMNIFICATION.

KSPS 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 KSPS'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 KSPS'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 KSPS, its agents or employees. KSPS specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by KSPS's own employees against the City and, solely for the purpose of this indemnification and defense, KSPS specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. KSPS 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.

8. INSURANCE.

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

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

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

   i. Acceptable supplementary Umbrella coverage in combination with Commercial General Liability policy shall be a minimum of $2M in order to meet the minimum insurance coverages required under this contract; and

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from KSPS or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, KSPS shall furnish acceptable Certificates of Insurance (COI) upon the request of the City. 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. KSPS shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

9. DEBARMENT AND SUSPENSION.

KSPS 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.

10. AUDIT.

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

11. ASSIGNMENT AND SUBCONTRACTING.

KSPS shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by KSPS shall incorporate by reference this Agreement, except as otherwise provided. KSPS shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release KSPS from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

12. TERMINATION.

Either party may terminate this Agreement, with or without cause, by sixty (60) days written notice to the other party. In the event of such termination, the City shall pay KSPS for all work previously authorized and performed prior to the termination date.

13. STANDARD OF PERFORMANCE.

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

14. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the

City to KSPS shall be safeguarded by KSPS. KSPS shall make such data, documents and files available to the City upon the City's request. If the City's use of KSPS's records or data is not related to this project, it shall be without liability or legal exposure to KSPS.

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

15. ANTI KICK-BACK.

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

16. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

F. **Waiver**: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by KSPS after the time the same shall have become due nor payment to KSPS for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

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

H. **No personal liability**: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether

expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

FRIENDS OF KSPS

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

Attachments that are part of this Agreement:

Exhibit A – Certificate Regarding Debarment
Exhibit B – Franchise Ordinance C35970

25-148

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.

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

EXHIBIT B

OPR[redacted]

ACORD

FRIEOFK-01 GSARASWATHI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/11/202

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

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

PRODUCER
Hub International Northwest LLC
PO Box 3144
Spokane, WA 99220

CONTACT NAME:
PHONE (A/C, No, Ext): (509) 747-3121 FAX (A/C, No): (509) 623-1073
E-MAIL ADDRESS: nowspkinfo@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hanover Insurance Company	22292
INSURER B : Allmerica Financial Benefit Insurance Company	41840
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

RECEIVED
SEP 16 2024
CITY CLERK'S OFFICE

INSURED
Friends of KSPS
3911 S Regal
Spokane, WA 99223

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE X OCCUR	X		ZH2H029562	9/1/2024	9/1/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						WA Stop Gap	$ 1,000,000
B	AUTOMOBILE LIABILITY							
	X ANY AUTO			AW2H029585	9/1/2024	9/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per person)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			UH2H02998805	9/1/2024	9/1/2025	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N / A	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Errors & Omissions/P			LH2A72460909	9/1/2024	9/1/2025	Prof Liab	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Spokane, its officers and employees are Additional Insured per the attached form.

CERTIFICATE HOLDER

City of Spokane
808 W 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

ACORD 25 (2016/03)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments – Extended Reporting Period	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Bail Bonds	$2,500
	- Loss of Earnings	$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II – WHO IS AN INSURED**:

Additional Insured by Contract, Agreement or Permit

a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

(1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

(2) Premises you own, rent, lease or occupy; or

(3) Your maintenance, operation or use of equipment leased to you.

b. The insurance afforded to such additional insured described above:

(1) Only applies to the extent permitted by law; and

(2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

 Includes copyrighted material of Insurance Services Office, Inc., with its permission.

(3) Applies on a primary basis if that is required by the written contract, written agreement or permit.

(4) Will not be broader than coverage provided to any other insured.

(5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

c. This provision does not apply:

(1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".

(2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.

(3) To any lessor of equipment:

(a) After the equipment lease expires; or

(b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor

(4) To any:

(a) Owners or other interests from whom land has been leased which takes place after the lease for the land expires; or

(b) Managers or lessors of premises if:

(i) The occurrence takes place after you cease to be a tenant in that premises; or

(ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

(5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

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 failure to render any professional services by or for you.

d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the contract, agreement or permit described in Paragraph **a.**; or

2. Available under the applicable Limits of Insurance shown in the Declarations.

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

2. Additional Insured – Primary and Non-Contributory

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **4. Other insurance:**

Additional Insured – Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

(1) For the sole negligence of the Additional Insured;

(2) When the Additional Insured is an Additional Insured under another primary liability policy; or

(3) when **b.** below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

(1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;

(c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional with permission of the owner; or

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **SECTION I – COVERAGE A – BODILY INURY AND PROPERTY DAMAGE LIABILITY**.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** 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, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

3. Blanket Waiver of Subrogation

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

4. Bodily Injury Redefined

SECTION V – DEFINITIONS, Definition **3.** "bodily injury" is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators

a. SECTION I – COVERAGES, COVERAGE A – BODILIY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph **2. Exclusions** subparagraph **j.** is amended as follows:

Paragraph **(4)** does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs **(3), (4)** and **(6)** do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

b. The following is added to **SECTION V – DEFINTIONS:**

24. "Customers goods" means property of your customer on your premises for the purpose of being:

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a. worked on; or

b. used in your manufacturing process.

c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent

6. **Knowledge of Occurrence**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **2. Duties in the Event of Occurrence, Offense, Claim or Suit:**

e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

7. **Liberalization Clause**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

Liberalization Clause

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

8. **Medical Payments – Extended Reporting Period**

a. **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS,** Paragraph **1. Insuring Agreement,** subparagraph **a.(3)(b)** is replaced by the following:

(b) The expenses are incurred and reported to us within three years of the date of the accident; and

b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.

9. **Newly Acquired Or Formed Organizations**

SECTION II – WHO IS AN INSURED, Paragraph **3.a.** is replaced by the following:

a. Coverage under this provision is afforded until the end of the policy period.

10. **Non-Owned Watercraft**

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph **2. Exclusions,** subparagraph **g.(2)** is replaced by the following:

g. Aircraft, Auto Or Watercraft

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

11. **Supplementary Payments Increased Limits**

SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B, Paragraphs **1.b.** and **1.d.** are replaced by the following:

1.b. Up to $2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $1000 a day because of time off from work.

12. **Unintentional Failure to Disclose Hazards**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **6. Representations:**

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

13. **Unintentional Failure to Notify**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **2. Duties in the Event of Occurrence, Offense, Claim or Suit:**

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1.	Additional Insured – Broad Form Vendors	Included
2.	Aggregate Limit per Location	Included
3.	Alienated Premises	Included
4.	Broad Form Named Insured	Included
5.	Extended Property Damage	Included
6.	Incidental Malpractice (Employed nurses, EMT's & paramedics)	Included
7.	Mobile Equipment Redefined	Included
8.	Personal Injury – Broad Form	Included
9.	Product Recall Expense	
	- Product Recall Expense Each Occurrence Limit	$25,000
	- Product Recall Expense Aggregate Limit	$50,000
	- Product Recall Deductible	$500
10.	Property Damage Legal Liability – Broad Form - Fire, Lightning, Explosion, Smoke and Leakage from Fire Protective Systems Damage Limit	$1,000,000

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. Additional Insured – Broad Form Vendors

The following is added to **SECTION II – WHO IS AN INSURED**:

Additional Insured – Broad Form Vendors

a. Any person or organization that is a vendor with whom you agreed in a written contract or written agreement to include as an additional insured under this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

b. The insurance afforded to such vendor described above:

(1) Only applies to the extent permitted by law;

(2) Will not be broader than the insurance which you are required by the contract or agreement to provide for such vendor;

(3) Will not be broader than coverage provided to any other insured; and

(4) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto

c. With respect to insurance afforded to such vendors, the following additional exclusions apply:

The insurance afforded to the vendor does not apply to:

(1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reasons of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;

(2) Any express warranty unauthorized by you;

(3) Any physical or chemical change in the product made intentionally by the vendor;

(4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration,

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testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;

(5) Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product;

(6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;

(8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(a) The exceptions contained within the exclusion in subparagraphs **(4)** or **(6)** above; or

(b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(9) "Bodily injury" or "property damage" arising out of an "occurrence" that took place before you have signed the contract or agreement with the vendor.

(10) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.

(11) Any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

d. With respect to the insurance afforded to these vendors, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the vendor for a covered claim is the lesser of the amount of insurance:

1. Required by the contract or agreement described in Paragraph **a.**; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

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

2. Aggregate Limit Per Location

a. SECTION III – LIMITS OF INSURANCE, the General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

b. For purpose of this coverage only, the following is added to **SECTION V – DEFINITIONS**:

"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.

3. Alienated Premises

SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph **2. Exclusions,** subparagraph **j.(2)** is replaced by the following:

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

4. Broad Form Named Insured

If you are designated in the Declarations as anything other than an individual, then any organization:

a. Over which you maintained a combined ownership interest of more than 50% on the effective date of this policy;

b. That is not a partnership, joint venture or limited liability company; and

c. That is not excluded by any endorsement to this policy, will qualify as a Named Insured if there is no other similar insurance available to that organization, or that would be available but for exhaustion of its limits.

Any such organization will cease to qualify as a Named Insured as of the date during the policy period when the combined ownership interest of the Named Insureds in the organization equals or falls below 50%.

5. Extended Property Damage

SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph **2. Exclusions,** subparagraph **a.** is replaced by the following:

a. **Expected Or Intended Injury**

Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

6. **Incidental Malpractice – Employed Nurses, EMT's and Paramedics**

SECTION II – WHO IS AN INSURED, paragraph **2.a.(1)(d)** does not apply to a nurse, emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

7. **Mobile Equipment Redefined**

SECTION V – DEFINITIONS, Definition **12.** "Mobile Equipment", paragraph **f.(1)** does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

8. **Personal Injury – Broad Form**

a. **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY,** Paragraph **2. Exclusions,** subparagraph **e.** is deleted.

b. **SECTION V – DEFINITIONS**, Definition **14**, "Personal and advertising injury" subparagraph **b.** is replaced by the following:

b. Malicious prosecution or abuse of process.

c. The following is added to **SECTION V – DEFINITIONS,** Definition **14.** "Personal and advertising injury":

"Discrimination" (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such "discrimination" is:

(1) Not done intentionally by or at the direction of:

(a) The insured;

(b) Any officer of the corporation, director, stockholder, partner or member of the insured; and

(2) Not directly or indirectly related to an "employee", not to the employment, prospective employment or termination of any person or persons by an insured.

d. The following is added to **SECTION V – DEFINITIONS:**

"Discrimination" means the unlawful treatment of individuals based upon race, color, ethnic origin, gender, religion, age, or sexual preference. "Discrimination" does not include the unlawful treatment of individuals based upon developmental, physical, cognitive, mental, sensory or emotional impairment or any combination of these.

e. This coverage does not apply if **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** is excluded either by the provisions of the Coverage Form or by endorsement.

9. **Product Recall Expense**

a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** Paragraph **2. Exclusions,** subparagraph **n.** is replaced by the following:

n. Recall of Products, Work or Impaired Property

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:

(1) "Your product";

(2) "Your work"; or

(3) "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, but this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product".

However, this exception to the exclusion does not apply to "product recall expenses" resulting solely from:

(4) Failure of any products to accomplish their intended purpose;

(5) Breach of warranties of fitness, quality, durability or performance;

(6) Loss of customer approval, or any cost incurred to regain customer approval;

(7) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;

(8) Caprice or whim of the insured;

(9) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;

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(10) Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials;

(11) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.

b. The following is added to **SECTION II – WHO IS AN INSURED,** Paragraph **3.**

COVERAGE A does not apply to "product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

c. For the purposes of this endorsement only, the following is added to **SECTION III – LIMITS OF INSURANCE**:

Product Recall Expense Limits of Insurance

a. The Limits of Insurance shown in the SUMMARY OF COVERAGES of this endorsement and rules stated below fix the most we will pay under this Product Recall Expense Coverage regardless of the number of:

(1) Insureds:

(2) "Covered Recalls" initiated: or

(3) Number of "your products" withdrawn.

b. The Product Recall Expense Aggregate Limit is the most we will reimburse you for the sum of all "product recall expenses" incurred for all "covered recalls" initiated during the policy period.

c. The Product Recall Expense Each Occurrence Limit is the most we will pay in connection with any one defect or deficiency.

d. All "product recall expenses" in connection with substantially the same general harmful condition will be deemed to arise out of the same defect or deficiency and considered one "occurrence".

e. Any amount reimbursed for "product recall expenses" in connection with any one "occurrence" will reduce the amount of the Product Recall Expense Aggregate Limit available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

f. If the Product Recall Expense Aggregate Limit has been reduced by reimbursement of "product recall expenses" to an amount that is less than the Product Recall Expense Each Occurrence Limit, the remaining Product Recall Expense Aggregate Limit is the most that will be available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

g. **Product Recall Deductible**

We will only pay for the amount of "product recall expenses" which are in excess of the $500 Product Recall Deductible. The Product Recall Deductible applies separately to each "covered recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount, if applicable. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

The Product Recall Expense Limits of Insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for the purposes of determining the Limits of Insurance.

d. The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **2. Duties in the Event of Occurrence, Offense, Claim or Suit:**

You must take the following actions in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

(1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled, including a description of "your product" and the reason for the withdrawal or recall; and

(2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance.

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e. The following definitions are added to **SECTION V – DEFINITIONS**:

"Covered recall," means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

"Product recall expense" means:

a. Necessary and reasonable expenses for:

(1) Communications, including radio or television announcements or printed advertisements including stationery, envelopes and postage;

(2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;

(3) Remuneration paid to your regular "employees" for necessary overtime;

(4) Hiring additional persons, other than your regular "employees";

(5) Expenses incurred by "employees" including transportation and accommodations;

(6) Expenses to rent additional warehouse or storage space;

(7) Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal;

You incur exclusively for the purpose of recalling "your product"; and

b. Your lost profit resulting from such "covered recall".

f. This Product Recall Expense Coverage does not apply:

(1) If the "products – completed operations hazard" is excluded from coverage under this Coverage Part including any endorsement thereto; or

(2) To "product recall expense" arising out of any of "your products" that are otherwise excluded from coverage under this Coverage Part including endorsements thereto.

10. Property Damage Legal Liability – Broad Form

a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** the last paragraph (after the exclusions) is replaced by the following:

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

b. **SECTION III – LIMITS OF INSURANCE,** Paragraph **6.** is replaced by the following:

6. Subject to Paragraph **5.** above, The Damage to Premises Rented to You Limit is the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises from fire, lightning, explosion, smoke and leakage from fire protective systems to premises, while rented to you or temporarily occupied by you with permission of the owner.

The Damage to Premises Rented to You Limit is the higher of:

a. $1,000,000; or

b. The Damage to Premises Rented to You Limit shown in the Declarations.

This limit will apply to all damage caused by the same event, whether such damage results from fire, lightning, explosion, smoke, leakage from fire protective systems or any combination of any of these.

c. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **4. Other Insurance,** subparagraph **b. Excess Insurance,** item **(a)(ii)** is replaced by the following:

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

d. **SECTION V – DEFINITIONS,** Definition **9.** "Insured contract", Paragraph **a.** is replaced by the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke or leakage from fire protective systems to

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premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

e. This coverage does not apply if Damage to Premises Rented to You is excluded either by the provisions of the Coverage Part or by endorsement.

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HUB INTERNATIONAL NORTHWEST LLC
PO BOX 3144
SPOKANE WA 99220-3144

CITY OF SPOKANE
808 W SPOKANE FALLS BLVD
SPOKANE WA 99201-3301

License Information:

New search Back to results

Entity name: FRIENDS OF KSPS

Business name: FRIENDS OF SEVEN

Entity type: Nonprofit Corporation

UBI #: 600-089-472

Business ID: 001

Location ID: 0001

Location: Active

Location address: 3911 S REGAL ST
SPOKANE WA 99223-7721

Mailing address: 3911 S REGAL ST
SPOKANE WA 99223-7721

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this loca	License #	Count	Details	Status	Expiration date	First issuance d
Minor Work Permit				Active	Jun-30-2026	Jan-27-2023
Spokane Nonprofit Business				Active	Jun-30-2026	Aug-19-2015

Owners and officers on file with the Department of Revenue

Owners and officers	Title
FRIENDS OF KSPS	
STOKES, GARY	

Registered Trade Names

Registered trade names	Status	First issued
KSPS PBS	Active	Jun-07-2023

The Business Lookup information is updated nightly. Search date and time: 6/23/2025 9:57:37 AM

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KSPS 2025 PEG CAPITAL EQUIPMENT EXPENSE LIST (256

Group #	Project	Item Description	Qty	Item Price
1	Production	Ross Video Carbonite Ultra 60 Switcher	1.00	$98,710.00
		Our request will go towards the purchase of the switcher, KSPS will supplement the rest.		

50)

Ext Price		
$65,000.00	$65,000.00	Budget Approved
	$0.00	Budget Remaining
	$65,000.00	Project Total

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 07/28/2025

Committee Agenda type: Consent

Council Meeting Date: 08/18/2025

Date Rec'd	7/23/2025		
Clerk's File #	OPR 2017-0356		
Cross Ref #			
Project #			
Submitting Dept	FIRE	**Bid #**	RFP 13-15
Contact Name/Phone	ANNE RAVEN (509)435-7091	**Requisition #**	
Contact E-Mail	ARAVEN@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	1970 FIRE - RENEWAL OF ANNUAL SUBSCRIPTION WITH ESO SOLUTIONS		

Agenda Wording

Contract period is for July 21, 2025, through July 20, 2026. Annual cost will be approximately $89,179.36 (excluding tax). This is the 8th annual renewal of these subscriptions since the system was procured in 2017. This agreement is paid for by Fire/EMS funds.

Summary (Background)

This renewal contract is with ESO Solutions for the annual maintenance and support of the incident record management system (OPR2017-0356). This system and software replaced and updated the old versions of the fire reporting software and EMS electronic patient record system. These systems are vital for reporting incidents to fire crews and maintaining records.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

This has been the correct solution for 8 years, there is no change.

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

N/A

Council Subcommittee Review

N/A

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 97,294.68
Current Year Cost	$ 97,294.68
Subsequent Year(s) Cost	$

Narrative

8th renewal of this specific platform and is budgeted and planned within the Fire/EMS operating budget.

Amount		Budget Account
Expense	$ 97,294.68	# 1970-35310-22200-54820-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Program Revenue

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	Recurring

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

Approvals		Additional Approvals	
Dept Head	WILLIAMS, TOM M.	PURCHASING	PRINCE, THEA
Division Director	WILLIAMS, TOM M.	PS EXEC REVIEW	YATES, MAGGIE
Accounting Manager	SCHMITT, KEVIN		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

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Invoice

Please send payments to:
ESO Solutions, Inc.
PO Box 738310
Dallas, TX 75373-8310

Date: 6/21/2025
Invoice # ESO-171311

Terms Net 30
Due Date 7/21/2025
PO#

Bill To

Spokane Fire Department
44 W Riverside Ave.
Spokane WA 99201
United States
mlopez@spokanecity.org

Ship To

Spokane Fire Department
44 W Riverside Ave.
Spokane
WA 99201
US

Item	From	To	QTY	UOM	List Amount	Discount	Total
ESO EHR Suite	7/21/2025	7/20/2026	37,498	Incidents	USD $57,389.69	USD $4,500.00	USD $52,889.69
Patient care reporting suite, includes EHR web and mobile client, Quality Management, AdHoc Reports, Analytics, Patient Tracker. Allows for unlimited users, unlimited mobile applications, live support, state and federal data reporting, ongoing weekly web training, software updates and upgrades.							
Telestaff Integration	7/21/2025	7/20/2026	1	Incidents	USD $3,008.32	USD $0.00	USD $3,008.32
Integration with Telestaff Rostering to place staff on the appropriate calls.							
Fire Incidents (by Volume)	7/21/2025	7/20/2026	1	Incidents	USD $27,237.16	USD $0.00	USD $27,237.16
Includes mobile application NFIRS widget, Auto EHR-import or Auto-CAD import, federal NFIRS data reporting, software updates and upgrades.							
EHR ODMAPS Integration	7/21/2025	7/20/2026	37,498	Incidents	USD $1,024.85	USD $102.48	USD $922.37
Integration with ODMAPs opioid tracking program.							

Invoice Message:

Total (Without Tax):	USD $84,057.54
Tax:	USD $7,649.24
Grand Total:	USD $91,706.78
Amount Paid/Credit:	USD $0.00
Total Recurring:	USD $84,057.54
Total One-Time:	
Invoice Balance:	USD $91,706.78

ACH/EFT bank information:
JP Morgan Chase
Routing: 111000614
Account Number: 577211926

Check Remittance lockbox address:
ESO Solutions, Inc.
PO Box 738310
Dallas, TX 75373-8310

Please submit payment remittances to accountsreceivable@eso.com to ensure correct invoice application.

Amounts invoiced are per your agreement(s) which may include annual uplift and an increase in quantities based on usage overages. Your payment of this invoice serves as acceptance of such increases.

Questions? Contact: AccountsReceivable@eso.com 866-766-9471 option 8

Tax ID: 36-4566209

ESO will never e-mail you soliciting payment information. Please call us or e-mail AccountsReceivable@eso.com if you have any questions or wish to make a change.

This invoice presents the total net price of the product(s) and/or service(s) which is inclusive (net) of any discount. As the buyer of such product(s)/service(s), you may have additional reporting obligations to federal or state health care programs (including pursuant to 42 CFR 1001.952(h)) and/or upon inquiry by the HHS Secretary or other state or federal agencies. As the buyer, you must adhere to any other relevant federal or third-party payer requirements.

Pay Online

For a 3% fee, pay via Card

Invoice

Date:	6/21/2025
Invoice #	ESO-171311
Terms	Net 30
Due Date	7/21/2025
PO#	

Please send payments to:
ESO Solutions, Inc.
PO Box 738310
Dallas, TX 75373-8310

Direct Card Payment Link: https://app.suitesync.io/payments/acct_1FelgtGvY2g6ha8S/custinvc/8624348/?amount=9445798.34

Pay via Online Bank Transfer

Direct Bank Transfer Link: https://app.suitesync.io/payments/acct_1FelgtGvY2g6ha8S/custinvc/8624348/?card=false

Quote Date:	05/06/2025
Customer Name:	Spokane Fire Department
Quote #:	Q-200873
Quote Expiration Date:	06/05/2025
ESO Account Manager:	Travis Potter

CUSTOMER CONTACT

Customer	Spokane Fire Department
Name	Kevin Schmitt
Email	kschmitt@spokanecity.org
Phone	(509) 625-6387

BILLING CONTACT

Payor	Spokane Fire Department	Address	44 W Riverside Ave.
Name	Kevin Schmitt		Spokane WA, 99201
Email	kschmitt@spokanecity.org	Billing Frequency	Annual
Phone	(509) 625-6387	Initial Term End Date	07-20-2025

Special Terms and Notes:

Notwithstanding anything to the contrary in this Quote, the Terms and Conditions or any other agreement between the parties, the following shall apply: Upon the Effective Date, this Quote terminates and replaces the current ESO EHR Subscription. Any Recurring Fee amount paid by Customer toward existing ESO EHR software subscription shall be applied on a pro-rated basis to the Software and/or Services on this Agreement.

EHR

Product	Volume	Total	Fee Type
ESO EHR	37498 Incidents	$56,339.97	Recurring

Annual Recurring Fees	USD	56,339.97
One-Time Fees	USD	0.00
TOTAL FEES	USD	5,121.82

For EHR, the following payment terms apply:
The subscription term shall begin 15 calendar days after the Effective Date (Subscription Start Date). All Fees are invoiced on or about the Effective Date. After the Initial Term, Recurring Fees are due on the anniversary of the Subscription Start Date.

Quote Date:	05/06/2025
Customer Name:	Spokane Fire Department
Quote #:	Q-200873
Quote Expiration Date:	06/05/2025
ESO Account Manager:	Travis Potter

TERMS AND CONDITIONS:

1. If the Customer indicated above has an existing master agreement with ESO (Agreement) dated on or after January 1, 2018, then that Agreement will govern this Quote. **Otherwise, Customer intends and agrees that this Quote adopts and incorporates the terms and conditions of the ESA and associated HIPAA business associate agreement hosted at the following web address, and that the products and services ordered above are subject thereto:**

https://www.eso.com/legal-terms/

2. The Effective Date of this Quote shall be the final date of signature.

3. For the Initial Term, Customer shall pay a prorated amount of the Total Annual Recurring Fees based upon the Effective Date. Customer shall pay the Total Annual Recurring Fees (subject to any Fee increases in accordance with the Agreement) thereafter.

4. Customer is responsible for the payment of all Fees shown. ESO will accept Fee payment from a payor (if indicated above) if ESO has an appropriate agreement with the Payor.

5. ESO reserves the right to not accept any Quote signed after the Quote Expiration Date.

Spokane Fire Department

Signature: _____

Print Name: _____

Title: _____

Date: _____

Quote Date:	05/06/2025
Customer Name:	Spokane Fire Department
Quote #:	Q-200873
Quote Expiration Date:	06/05/2025
ESO Account Manager:	Travis Potter

EHR

Product	Description
ESO EHR	Patient care reporting suite for ALS and Transport EMS agencies, includes EHR web and mobile client, Quality Management, Basic Personnel Management, Insights Reporting Tool, Analytics, Patient Tracker. Allows for unlimited users, unlimited mobile applications, live support, state and federal data reporting, ongoing weekly web training, software updates and upgrades.

License Information:

New search Back to results

Entity name: ESO SOLUTIONS, INC.

Business name: ESO SOLUTIONS INC

Entity type: Profit Corporation

UBI #: 602-909-509

Business ID: 001

Location ID: 0001

Location: Active

Location address:
2803 MANOR RD
AUSTIN TX 78722-1711

Mailing address:
2803 MANOR RD
STE 100
AUSTIN TX 78722-1711

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Bellingham General Business	072581			Active		Jul-08-2022
Mercer Island General Business - Non-Resident	230382			Active	Apr-30-2026	Apr-19-2023
Snoqualmie General Business - Non-Resident	026863			Active	Apr-30-2026	Sep-18-2023
Spokane General Business - Non-Resident				Active	Apr-30-2026	Jun-12-2020

Owners and officers on file with the Department of Revenue

Filter

Owners and officers	Title
ATLAS, RYAN	
BECK, ERIC	

Owners and officers	Title
CARTER, JAMES ROBERT	
FELAN, MIKE	
FOSTER, STEPHEN	
KURTZ, JASON	
MUNDEN, ROBERT	
RACHT MD, ED	
WILLIAMS, GREG	
WITTER, CORALIE	

The Business Lookup information is updated nightly. Search date and time: 6/24/2025 8:16:01 AM

Contact us

How are we doing?
Take our survey!

Don't see what you expected?
Check if your browser is supported

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/24/2025

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

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

PRODUCER MARSH USA, LLC. 4400 Comerica Bank Tower 1717 Main Street Dallas, TX 75201-7357 CN122676965--Fin-25-26	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED ESO Solutions, Inc. 2803 Manor Road Austin, TX 78722	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Federal Insurance Company — 20281 **INSURER B :** Great Northern Insurance Company — 20303 **INSURER C :** Chubb Indemnity Insurance Company — 12777 **INSURER D :** AIG Specialty Insurance Company — 26883 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** HOU-004201118-00 **REVISION NUMBER:** 9

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	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			36075664	03/31/2025	03/31/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			73627314	03/31/2025	03/31/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		7182-73-01	03/31/2025	03/31/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Cyber/Tech Errors & Omissions			01-346-29-45 "SIR: $500,000"	05/03/2025	05/03/2026	Limit	5,000,000

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

CERTIFICATE HOLDER

Spokane Fire Department
44 W Riverside Ave
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

Marsh USA LLC

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Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 07/28/2025

Committee Agenda type: Consent

Council Meeting Date: 08/18/2025

Date Rec'd	7/23/2025		
Clerk's File #	OPR 2025-0134		
Cross Ref #			
Project #			
Submitting Dept	FLEET SERVICES	**Bid #**	
Contact Name/Phone	RICK GIDDINGS 625-7706	**Requisition #**	MASTER
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	MCATHCART PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	5100-CONTRACT AMENDMENT & ASSIGNMENT TO BRUCKNER		

Agenda Wording

The City desires to convert this to a Master Contract, thus changing the Compensation terms, to better serve the City's needs and facilitate needed repairs in a more timely manner. In addition, the City needs to assign original contract to current vendor

Summary (Background)

Total compensation for Company's services under this agreement shall not exceed Two Hundred Fifty Thousand and no/100 Dollars ($250,000.00) for the term of February 1, 2025 through January 31, 2030

What impacts would the proposal have on historically excluded communities?

No impact

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?

No data collected at this time

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

No data collected at this time

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 aligns with city purchasing policies

Council Subcommittee Review

None

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$** 250,000.00
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Expense	**$** 250,000.00	**#** 5100-71700-48348-54201-99999
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	Recurring
Funding Source Type	Program Revenue

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	Recurring

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

Approvals		**Additional Approvals**	
Dept Head	GIDDINGS, RICHARD	**PURCHASING**	PRINCE, THEA
Division Director	BOSTON, MATTHEW		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SZAMBELAN, TIMOTHY		
For the Mayor	PICCOLO, MIKE		

Distribution List	
Jackie Walker (assignor) jwalker@brucknertruck.com	Brian Bidlake (assignee) bbidlake@brucknertruck.com
atrussell@spokanecity.org	fleetservicesaccounting@spokanecity.org
laga@spokanecity.org	

City Clerk's No. OPR 2025-0134

City of Spokane

NO COST CONTRACT AMENDMENT

Title: General Repair and Maintenance of Mack Equipment

THIS CONTRACT ASSIGNMENT/AMENDMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as ("City"), and TRANSPORT EQUIPMENT COMPANY, whose address is 5615 E 3rd Avenue, Spokane Valley, WA 99212, as "**Assignor"** and BRUCKNER TRUCK SALES, INC dba BRUCKNER'S TRUCK & EQUIPMENT, whose address is 9471 E Interstae 40, Amarillo, TX 79118, as **"Assignee"**, individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Assignor agreed to PROVIDE GENERAL REPAIR AND MAINTENANCE OF MACK EQUIPMENT; and

WHEREAS, subsequently the Assignee has purchased the Assignor; and

WHEREAS, Assignor desires to assign the Contract to Assignee; and in accordance with City policy, consent of the City is required for the assignment; and

WHEREAS, the City desires to convert this to a Master Contract, thus changing the Compensation terms, to better serve the City's needs and facilitate needed repairs in a more timely manner ;

-- Now, Therefore, the parties agree as follows:

1. DOCUMENTS. The original Contract dated February 24, 2025, any previous amendments 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 February 1, 2025.

3. AMENDMENT. Section 3. Compensation/Payment of the contract documents is amended to read as follows:

~~Total annual compensation for Company's services under this Agreement shall not exceed Fifty Thousand and No/100 Dollars ($50,000.00) and applicable tax, per year, for everything furnished and done under this agreement~~

Total compensation for Company's services under this agreement shall not exceed Two Hundred Fifty Thousand and No/100 Dollars (250,000.00) and applicable tax for the Contract term of February 1, 2025, through January 31, 2030.

4. <u>COMPENSATION</u>. The City shall pay no additional compensation for everything furnished and done under this Contract Amendment; thus this is considered a "no-cost" Contract Amendment.

ASSIGNOR

By:_____
(signature)

Print Name:_____

Title:_____

Date:_____

Email:_____

CITY OF SPOKANE:

By:_____
(signature)

Print Name:_____

Title:_____

Date:_____

ASSIGNEE

By:_____
(signature)

Print Name:_____

Title:_____

Date:_____

Email:_____

ATTEST: _____ City Clerk	APPROVED AS TO FORM: _____ Assistant City Attorney

Attachments that are part of this Contract Amendment:

Notice of Acquisition dated 2/25/25

Bruckner's Truck & Equipment Acquired Transport Equipment Inc.

- **Post author:Kimberley Sage**
- **Post published:February 25, 2025**
- **Post category:News / Blogpost**

Bruckner's Expands Dealer Network to Idaho and Montana and Further into Washington

AMARILLO, TX (Feb. 24, 2025) – Bruckner's Truck & Equipment is proud to announce its expansion into Idaho and Montana, as well as deeper into Washington state, through the acquisition of Transport Equipment, Inc. (TEI). For over 40 years, TEI has been a trusted name in the trucking industry, operating from three locations in Lewiston, Missoula, and Spokane.

Brian Bruckner, President of Bruckner's, stated, *"We are pleased to expand our presence in the Pacific Northwest and continue the legacy built by the Bidlake family. As a second-generation dealership, they have established a reputation for exceptional customer service and a 'Do what it takes' attitude. We are committed to upholding that standard with the existing team."*

A Legacy of Dedication and Family Values

Steve and Betty Bidlake founded Transport Equipment, Inc. in 1983 after selling their trucking company, which had grown from a single logging truck to nearly 100 units hauling a variety of goods. Starting as a Timpte Trailer dealership, TEI quickly expanded to selling new trucks by 1985. Over the years, family has remained at the heart of their success, with multiple generations contributing to the company's growth.

Reflecting on the transition, Brian Bidlake shared, *"Watching Bruckner's growth and success has been inspiring. Their commitment to family values and customer service mirrors our own. We are confident that Bruckner's will serve our employees, customers, and communities well, and we feel good about passing the business on to them."*

Enhanced Offerings for TEI Customers

As part of Bruckner's dealership network, TEI customers will benefit from expanded access to Mack and Volvo trucks, trailers, a larger parts inventory, and enhanced service offerings.

Chris Bruckner, Vice President of Bruckner's, added, *"Since 1932, Bruckner's has prioritized investing in people to deliver top-tier service. TEI has built a strong foundation by equipping their team and facilities with the best tools and training. We are excited to build upon their success and continue delivering best-in-class trucks, trailers, parts, and service to our new customers in Idaho, Montana, and Washington."*

The acquisition aligns with Bruckner's commitment to providing high-quality service and industry-leading support across its growing network.

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 07/28/2025

Committee Agenda type: Consent

Council Meeting Date: 08/18/2025

Date Rec'd	7/23/2025		
Clerk's File #	OPR 2025-0135		
Cross Ref #			
Project #			
Submitting Dept	FLEET SERVICES	**Bid #**	SOLE SOURCE
Contact Name/Phone	RICK GIDDINGS 625-7706	**Requisition #**	MASTER
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	MCATHCART PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	5100-CONTRACT AMENDMENT WITH WESTERN STATES EQUIPMENT		

Agenda Wording

The City desires to convert this to a Master Contract, thus changing the Compensation terms, to better serve the City's needs and facilitate needed repairs in a more timely manner.

Summary (Background)

Total compensation for Company's services under this agreement shall not exceed Two Hundred Fifty Thousand and No/100 Dollars (250,000.00) and applicable tax for the Contract term of February 1, 2025, through January 31, 2030.

What impacts would the proposal have on historically excluded communities?

none

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

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?

Data will not be collected

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 City Purchasing policy

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$** 250,000.00
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Expense	**$** 250,000.00	**#** 5100-71700-48348-54201-99999
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	Recurring
Funding Source Type	Program Revenue

Is this funding source sustainable for future years, months, etc?

yes

Expense Occurrence	Recurring

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

Approvals		**Additional Approvals**	
Dept Head	GIDDINGS, RICHARD	**PURCHASING**	PRINCE, THEA
Division Director	BOSTON, MATTHEW		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SZAMBELAN, TIMOTHY		
For the Mayor	PICCOLO, MIKE		

Distribution List	
Adam Hirstein adam.hirstein@wseco.com	laga@spokanecty.org
atrussell@spokanecity.org	fleetservicesaccounting@spokanecity.org
tprince@spokanecity.org	

City Clerk's No. OPR 2025-0135

City of Spokane

NO COST CONTRACT AMENDMENT

Title: General Repair and Maintenance of Caterpillar Equipment

THIS CONTRACT AMENDMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as ("City"), and WESTERN STATES EQUIPMENT COMPANY, whose address is 500 East Overland, Meridian, ID 83642, 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 GENERAL REPAIR AND MAINTENANCE OF CATERPILLAR EQUIPMENT; and

WHEREAS, the City desires to convert this to a Master Contract, thus changing the Compensation terms, to better serve the City's needs and facilitate needed repairs in a more timely manner ;

-- Now, Therefore, the parties agree as follows:

1. DOCUMENTS. The original Contract dated February 24, 2025, any previous amendments 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 February 1, 2025.

3. AMENDMENT. Section 3. Compensation/Payment of the contract documents is amended to read as follows:

~~Total annual compensation for Company's services under this Agreement shall not exceed Fifty Thousand and No/100 Dollars ($50,000.00) and applicable tax, per year, for everything furnished and done under this agreement~~ Total compensation for Company's services under this agreement shall not exceed Two Hundred Fifty Thousand and No/100 Dollars (250,000.00) and applicable tax for the Contract term of February 1, 2025, through January 31, 2030.

4. COMPENSATION. The City shall pay no additional compensation for everything furnished and done under this Contract Amendment; thus this is considered a "no-cost" Contract Amendment.

WESTERN STATES EQUIPMENT COMPANY	CITY OF SPOKANE:
By:_____ *(signature)* Print Name:_____ Title:_____ Date:_____ Email:_____	By:_____ *(signature)* Print Name:_____ Title:_____ Date:_____

ATTEST:	APPROVED AS TO FORM:
_____ City Clerk	_____ Assistant City Attorney

Attachments that are part of this Contract Amendment:

None

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 07/28/2025

Committee Agenda type: Consent

Council Meeting Date: 08/18/2025

Date Rec'd	7/23/2025		
Clerk's File #	OPR 2025-0137		
Cross Ref #			
Project #			
Submitting Dept	FLEET SERVICES	**Bid #**	SOLE SOURCE
Contact Name/Phone	RICK GIDDINGS 625-7706	**Requisition #**	MASTER
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	MCATHCART PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	5100-CONTRACT AMENDMENT WITH PAPE MACHINERY		

Agenda Wording

The City desires to convert this to a Master Contract, thus changing the Compensation terms, to better serve the City's needs and facilitate needed repairs in a more timely manner.

Summary (Background)

Total compensation for Company's services under this agreement shall not exceed exceed One Million and No/100 Dollars (1,000,000.00) and applicable tax for the Contract term of February 1, 2025 through April 30, 2030.

What impacts would the proposal have on historically excluded communities?

No impact

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?

No data collected at this time

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

No data collected at this time

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 aligns with city purchasing policies

Council Subcommittee Review

none

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 1,000,000.00
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

Amount		Budget Account
Expense	$ 1,000,000.00	# 5100-71700-48348-54201-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Program Revenue

Is this funding source sustainable for future years, months, etc?

yes

Expense Occurrence	Recurring

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

Approvals		Additional Approvals	
Dept Head	GIDDINGS, RICHARD	PURCHASING	PRINCE, THEA
Division Director	BOSTON, MATTHEW		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	BEATTIE, LAUREN		
For the Mayor	PICCOLO, MIKE		

Distribution List	
Gerald Warren gwarren@papemachinery.com	laga@spokanecty.org
atrussell@spokanecity.org	fleetservicesaccounting@spokanecity.org
tprince@spokanecity.org	

City Clerk's No. OPR 2025-0137

City of Spokane

NO COST CONTRACT AMENDMENT

Title: General Repair and Maintenance of Medium/Heavy Duty Trucks and Equipment

THIS CONTRACT AMENDMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as ("City"), and PAPE' MACHINERY, INC, whose address is 6210 west Rowand Road, Spokane, WA 99224, 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 GENERAL REPAIR AND MAINTENANCE OF MEDIUM AND HEAVY DUTY TRUCKS AND EQUIPMENT; and

WHEREAS, the City desires to convert this to a Master Contract, thus changing the Compensation terms, to better serve the City's needs and facilitate needed repairs in a more timely manner ;

-- Now, Therefore, the parties agree as follows:

1. DOCUMENTS. The original Contract dated February 24, 2025, any previous amendments 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 February 1, 2025.

3. AMENDMENT. Section 3. Compensation/Payment of the contract documents is amended to read as follows:

~~Total annual compensation for Company's services under this Agreement shall not exceed Two Hundred Thousand and No/100 Dollars ($200,000.00) and applicable tax, per year, for everything furnished and done under this agreement~~
Total compensation for Company's services under this agreement shall not exceed One Million and No/100 Dollars (1,000,000.00) and applicable tax for the Contract term of February 1, 2025 through January 31, 2030.
.

4. <u>COMPENSATION</u>. The City shall pay no additional compensation for everything furnished and done under this Contract Amendment, thus this is considered a "no-cost" Contract Amendment.

PAPE' MACHINERY, INC	CITY OF SPOKANE:
By:_____ *(signature)*	By:_____ *(signature)*
Print Name:_____	Print Name:_____
Title:_____	Title:_____
Date:_____	Date:_____
Email:_____	

ATTEST:	APPROVED AS TO FORM:
_____ City Clerk	_____ Assistant City Attorney

Attachments that are part of this Contract Amendment:

None

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 07/28/2025

Committee Agenda type: Consent

Council Meeting Date: 08/18/2025

Date Rec'd	7/16/2025		
Clerk's File #	OPR 2025-0551		
Cross Ref #			
Project #			
Submitting Dept	INFORMATION TECHNOLOGY	**Bid #**	RFP 4480-18
Contact Name/Phone	PEGGY LUND X6954	**Requisition #**	
Contact E-Mail	KLUND@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	MCATHCART PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	5300 SYSTEMS & SOFTWARE UTILITY BILLING (ENQUESTA) ANNUAL		

Agenda Wording

Contract with Systems & Software for Annual Support and Maintenance of enQuesta, City's Utility Billing Management System. Contract term is November 1, 2025 through October 31, 2026. Contract amount is $232,860.60 plus applicable sales taxes.

Summary (Background)

enQuesta is the City's Utility Billing System procured via a competitive RFP process (OPR2019-0364). Contract term is November 1, 2025 through October 31, 2026 for a total amount of $232,860.60. The increase in price is due to the annual contractual CPI.

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 for our Utility Billing Management System contract.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 232,860.60 plus applicable tax
Current Year Cost	$ 232,860.60
Subsequent Year(s) Cost	$

Narrative

This request is for software maintenance and support which is contractually required by the software vendor.

Amount		Budget Account
Expense	$ 232,860.60	# 5300 73300 18850 54820
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source

Funding Source Type Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence

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

Approvals		Additional Approvals	
Dept Head	MARTINEZ, LAZ	PURCHASING	NECHANICKY, JASON
Division Director			
Accounting Manager	BAIRD, CHRISTI		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

EVP - Julie Hextell - jhextell@harriscomputer.com	Accounting - ywang@spokanecity.org
Contract Accounting - ddaniels@spokanecity.org	Legal - mharrington@spokanecity.org
Purchasing - cwahl@spokanecity.org	IT - itadmin@spokanecity.org
Tax & Licenses	

City Clerk's No. OPR 2025-0551

City of Spokane

CONTRACT

UTILITY BILLING SOFTWARE MAINTENANCE AND SUPPORT

THIS CONTRACT is between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **SYSTEMS & SOFTWARE, INC.,** whose address is10 East Allen Street, Suite 201, Winooski, Vermont 05404, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. PERFORMANCE. The Company will provide Utility Billing Software (enQuesta) Maintenance and Support, in accordance with Company's Proposal dated June 25, 2025, attached as Exhibit B. Company was selected through Request for Proposal No.4480-18 and the Brand Name/Standardization Justification. In the event of a discrepancy between the documents this City Contract controls.

2. CONTRACT TERMS. The Contract shall begin November 1, 2025, and run through October 31, 2026, unless amended by written agreement or terminated earlier under the provisions. This Contract may be renewed on an annual basis by written agreement of the parties not to exceed four (4) one (1) year renewals

3. COMPENSATION. Total compensation under this Contract shall not exceed **TWO HUNDRED THIRTY-TWO THOUSAND EIGHT HUNDRED SIXTY AND 60/100 DOLLARS ($232,860.60)**, plus applicable sales 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 Information Technology, 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 Company'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 by thirty (30) days' written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date.

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

A. Worker's Compensation Insurance in compliance with RCW 51, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of $1,000,000.

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

i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of $2,000,000, in order to meet the insurance coverage limits required in this Agreement; and

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the 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) upon request by the City. 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.

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 silence or omission in the Contract regarding any detail required for the proper performance of the work, means that the Company shall perform the best general practice.

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 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.

SYSTEMS & SOFTWARE, INC.	**CITY OF SPOKANE**
By_____	By _____
Signature Date	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 Proposal dated June 25, 2025

25-155

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.

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

EXHIBIT B

SYSTEMS & SOFTWARE

DATE June 25th, 2025

Client Name: City of Spokane

Client Address:
914 E North Foothills Dr.
Spokane, WA 99207
Attn: Brandon Meiers

RE: 2025 Maintenance Quote – enQuesta

Dear Brandon,

We appreciate you as a valued customer!

Your annual maintenance ensures that you have access to support staff to answer questions and address issues every weekday from 8:00am to 6:00pm, eastern time, and after-hours pager support. S&S also provides defined support levels to prioritize your business needs, access to training sessions, regular updates on functionality, and our annual HCTC conference (to be held in San Diego in 2025).

S&S is always enhancing our product, and this past year has been an emphasis on security. As part of your maintenance, we have improved many of the offerings for managed services (hosted) customers. Along with the IT Management offering we now have a complete compliance and cybersecurity program. This includes fully tested disaster recovery plan, incident response plan, vulnerability management, monthly patch management, system event and notification, among others.

We also offer extended services that can be tailored to your needs:

- Enhanced Disaster Recovery - We can offer an enhanced DR service to meet your specific recovery time objective and recovery point objectives.
- Enhanced Backup Retention - We can work with you to meet your specific backup retention requirements over and above the baseline service offering.
- Customer Focused Disaster Recovery Testing - We will work with you directly to test the disaster recovery plan to ensure each customers unique DR needs are addressed.
- Audit Assistance - We will work with you to address any auditing related requirements that have to do with the managed services offerings.

Contact your Account Manager if you are interested in more information on the extended services described above.

SYSTEMS & SOFTWARE

The yearly maintenance amount from November 1, 2025, to October 31, 2026, has been revised to the following:

Product	Support Period		Total Invoice
Support and Maintenance	11/1/2025	10/31/2026	167,648.41
Hosting	11/1/2025	10/31/2026	51,889.42
CO05 Credit Refund Check Writing Interface	11/1/2025	10/31/2026	1,397.83
CO08 Convert and Download Add Service Location Comments Maintena	11/1/2025	10/31/2026	324.14
CO09 Accela Interface Maintenance	11/1/2025	10/31/2026	891.38
CO18 Integration with US Bank maintenance	11/1/2025	10/31/2026	7,293.04
CO26 - Populate Meter Set Date and Pass to ServiceLink	11/1/2025	10/31/2026	2,228.43
CO31 - Neptune Upload and Download Maintenance	11/1/2025	10/31/2026	729.31
CS26865 - Bill Print Support	11/1/2025	10/31/2026	458.64
Total 2025 Maintenance Renewal			**232,860.60**

S&S Terms and Conditions:

1. This quote is valid for all current services as: November 1, 2025, to October 31, 2026, and subject to change based on future services or change orders offered after the effective date.
2. Except as otherwise set forth herein, this maintenance renewal will be subject to the terms and conditions of the existing support and maintenance agreement between you and S&S. Any changes to support maintenance will be contained in separate quotes related to modifications or enhancements that you request.
3. Please provide an authorized signature indicating your acceptance of this quote for 2025/26 Maintenance Services.

Systems & Software appreciates the opportunity to be of continued service and values your business. If there are any questions about this quote, please do not hesitate to reach out to your Customer Success Manager.

IN WITNESS WHEREOF, the undersigned have executed this AGREEMENT on the dates listed below:

Customer/Organization: City of Spokane

Date: _____ _____

City of Spokane

Date: _____ _____

Adam Smith, EVP of S&S

Each individual signing this agreement directly and expressly warrants that they have been given and has received and accepted authority to sign and execute the agreement on behalf of the party for whom it is indicated. They have further been expressly given and received and accepted authority to enter into a binding agreement on behalf of such party concerning the matters contained herein and as stated herein.

SYSTEMS & SOFTWARE

Peggy Lund
City of Spokane, | Senior Information Technology Manager
Spokane Washington
Email: klund@spokanecity.org
Office: (509)625-5954

Dear Customer,

Please review the following affirmation that will serve as a sole source statement from Systems & Software division of Harris Utilities Group.

Systems & Software, a division of Harris Utilities Group, developed proprietary software and integration that provides its enQuesta CIS solution for utilities to manage their Utility Billing. This Integration and software is only available directly from Harris Utility Group, there are currently no regional distributors for this product in the United States.

Please let me know if you have any questions, thank you.

Sincerely,
Michael Lamontagne
Director of Sales, Systems & Software
MLamontagne@harriscomputer.com
(802) 233-2978

License Information:

New search Back to results

Entity name: SYSTEMS & SOFTWARE, INC.

Business name: SYSTEMS & SOFTWARE, INC.

Entity type: Profit Corporation

UBI #: 604-404-683

Business ID: 001

Location ID: 0001

Location: Active

Location address: 10 EAST ALLEN STREET
WINOOSKI VT 05404

Mailing address: 10 EAST ALLEN STREET
WINOOSKI VT 05404

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this loca	License #	Count	Details	Status	Expiration date	First issuance d
Spokane General Business - Non-Resident				Active	Mar-31-2026	May-02-2019

Owners and officers on file with the Department of Revenue

Owners and officers	Title
BENDER, JEFF	
NEALE, AMANDA	
RICHARDSON, TODD	

Registered Trade Names

Registered trade names	Status	First issued

Registered trade names	Status	First issued
SYSTEMS AND SOFTWARE INCORPORATION	Active	Jul-03-2019

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 7/1/2025 2:30:00 PM

Contact us

How are we doing?
Take our survey!

Don't see what you expected?
Check if your browser is supported

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/27/2024

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

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

PRODUCER Marsh Canada Limited 120 Bremner Blvd., Suite 800 Attn: Canada.Certrequest@marsh.com Toronto, ON, M5J 0A8 CN102165922-sndrd-GAWUP-24-25 Harris	**CONTACT NAME:** _ **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED Systems & Software, Inc., A DIVISION OF N. HARRIS COMPUTER CORPORATION 10 E Allen St Ste 201, Winooski, VT 05404	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Federal Insurance Company — 20281 **INSURER B :** Great Northern Insurance Company — 20303 **INSURER C :** ACE American Insurance Company — 22667 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** HOU-003831474-13 **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	**COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			9950-48-39 EUC	09/27/2024	09/27/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 25,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
B	**AUTOMOBILE LIABILITY** [X] ANY AUTO [X] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			7360-03-97	09/27/2024	09/27/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [ ] RETENTION $			9365-24-30	09/27/2024	09/27/2025	EACH OCCURRENCE AGGREGATE	$ 9,000,000 $ 9,000,000
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		71764342	09/27/2024	09/27/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability Tech E&O & Cyber			D01813225	09/27/2024	09/27/2025	Limit SIR - $5M	10,000,000

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

CITY OF SPOKANE, ITS OFFICERS AND EMPLOYEES ARE ADDED AS ADDITIONAL INSUREDS WITH RESPECT TO THE COMMERCIAL GENERAL LIABILITY POLICY, BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED WHERE REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

CITY OF SPOKANE

808 W. SPOKANE FALLS BLVD., 7TH FLOOR
SPOKANE, WA 99201-3344

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 Inc.

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Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 07/14/2025

Committee Agenda type: Consent

Council Meeting Date: 08/18/2025

Date Rec'd	7/8/2025		
Clerk's File #	OPR 2025-0529		
Cross Ref #			
Project #			
Submitting Dept	PLANNING & ECONOMIC	**Bid #**	
Contact Name/Phone	KEVIN X6184	**Requisition #**	BT
Contact E-Mail	KFREIBOTT@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	JBINGLE ZZAPPONE KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	0650 - REIMBURSEMENT AGREEMENT WITH NATIVE PROJECT		

Agenda Wording

A reimbursement agreement for the payment of up to $190,000 in West Quadrant TIF funds for public improvements related to the Native Project Children and Youth Services Project. Use of these funds for this purpose was already approved by Council via Resolution RES 2024-0077.

Summary (Background)

The West Quadrant Tax Increment Financing District provides funding for the installation of public improvements in parts of West Center, Emerson-Garfield, and Riverside Neighborhoods.

What impacts would the proposal have on historically excluded communities?

While the NATIVE project serves everyone, their programs and facilities are based around the native communities in Spokane. The NATIVE Project is a federally qualified health center and urban Indian health clinic, providing comprehensive care to the greater Spokane 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?

City inspectors will ensure that the improvements are installed according to the current City, state, and federal standards. As these are City-owned and maintained facilities they will be subject to the same monitoring and analysis as any city-owned property.

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

N/A This is a one-time expense related to a single-construction project.

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 West Quadrant TIF is an essential component of the City's economic development strategy for the district, providing funding for public improvements that would otherwise have to be sourced from the general budget and other funds. During the process of considering requests for funding, the Neighborhood Project Advisory Committee undertakes outreach and coordination with the associated Neighborhood Councils to ensure that their input is considered in the decision-making process. Furthermore, Planning & Economic Development staff undertake required due diligence to ensure consistency with the law and City ordinances/resolutions.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 190,000
Current Year Cost	$ 190,000
Subsequent Year(s) Cost	$ 0

Narrative

The proposed Reimbursement Agreement is a one-time-only cost relating to public improvements installed within the West Quadrant TIF district, neighborhood projects area. The improvements have been inspected by the City and accepted.

Amount		Budget Account
Expense	$ 190,000	# 3501- 36230- 42300- 54201-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Taxes

Is this funding source sustainable for future years, months, etc?

The WQTIF is expected to generate significant funds continually through the life of the TIF.

Expense Occurrence	One-Time

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

No other expenses are expected.

Approvals		Additional Approvals	
Dept Head	GARDNER, SPENCER	PURCHASING	NECHANICKY, JASON
Division Director	GARDNER, SPENCER		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

	smacdonald@spokanecity.org
sgardner@spokanecity.org	kfreibott@spokanecity.org
amccall@spokanecity.org	eking@spokanecity.org
nzollinger@spokanecity.org	

Committee Briefing Paper
Urban Experience Committee

Committee Date	July 8, 2024
Submitting Department	Planning & Economic Development
Contact Name	Kevin Freibott
Contact Email & Phone	kfreibott@spokanecity.org x6184
Council Sponsor(s)	Zack Zappone
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested: 0 mins
Agenda Item Name	The NATIVE Project – WQTIF Reimbursement Agreement
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	The City adopted the West Quadrant Tax Increment Financing (WQTIF) district in 2007 to foster greater economic development and growth in the area inside and in the vicinity of Kendall Yards. Expenditures of WQTIF funds in the Neighborhood Improvements Area (outside Kendall Yards) is prioritized and recommended by the City's Neighborhood Project Advisory Committee (NPAC). In August 2023 the NPAC heard a request from The NATIVE Project for the use of TIF funds in support of their proposed new Children and Youth Behavioral Health Project at 1907 W Maxwell Avenue. The NATIVE Project is seeking reimbursement of costs related to public improvements on the site necessary for the development, including streetscape, sidewalk, utility, and landscaping costs within the City Right-of-Way and related to a city-owned water line that traverses their site. The NPAC discussed this proposal at several meetings and ultimately recommended the City Council expend up to $102,000 in TIF funds to reimburse the NATIVE Project for these costs in a unanimous vote on November 1, 2023. Since that time the NATIVE Project has faced unexpected increased costs for those public improvements, due to circumstances and physical conditions outside their control. They revisited the NPAC on May 1, 2024, during which the NPAC voted unanimously to revise their recommendation "not to exceed $190,000." This amount includes a small buffer to avoid having to revisit this item if any additional new costs are discovered. It is important to note that all three neighborhoods benefitted by the WQTIF have submitted letters of support for the proposal. City Council has since adopted Resolution **RES 2024-0077** accepting and approving payment to Native Project an amount not to exceed $190,000 for the installation of public improvements as part of their construction of their Children and Youth Services project, which has since been completed. A contract has been prepared by City legal and approved by the applicant. Staff requests that Council approved the attached Reimbursement Agreement between the City of Spokane and the Native Project.

	The West Quadrant TIF account for Neighborhood Projects currently stands at a balance of $2,284,162 as of July 7, 2025. Sufficient funds exist within the account to pay for these qualifying improvements. All public improvements have been constructed to the City's standard and approval and only repayment of the costs remains.

Fiscal Impact

Approved in current year budget? ☒ Yes ☐ No ☐ N/A

Total Cost: $190,000

Current year cost: $190,000 (not to exceed)

Subsequent year(s) cost: $0

Narrative: All improvements have been constructed and inspected prior to reimbursement for their installation. Upon reimbursement, these improvements become the property of the City. All labor has been paid according to prevailing wage. Planning & Economic Development staff as well as City Legal will review all documentation and requests prior to payment, as required by City policy.

Funding Source ☐ One-time ☒ Recurring ☐ N/A

Specify funding source: Taxes

Is this funding source sustainable for future years, months, etc? The WQTIF is expected to generate significant funds continually through the life of the TIF.

Expense Occurrence ☒ One-time ☐ Recurring ☐ N/A

Other budget impacts: (revenue generating, match requirements, etc.) None.

OPR 2025-0529

REIMBURSEMENT AGREEMENT

This REIMBURSEMENT AGREEMENT, dated as of _____(the "Agreement"), is by and between the CITY OF SPOKANE, WASHINGTON, a Washington municipal corporation and first class charter city (the "City"), and THE NATIVE PROJECT, a Washington Non-Profit Corporation ("Native").

R E C I T A L S:

WHEREAS, the City of Spokane, Washington, (the "City") is authorized by Chapter 39.89 RCW (the "Act") to establish increment areas within the boundaries of the City and to finance certain public improvements within said increment areas using community revitalization financing to encourage private development; and

WHEREAS, that pursuant to Ordinance No. C34032, enacted on May 14, 2007 (the "Formation Ordinance"), as amended thereafter by Ordinance No. C35879, the City established the Increment Area (as defined in Section 1.01 of this Agreement) to encourage private development and to provide for the acquisition, construction and installation of certain public improvements within the Increment Area, including certain public improvements that will be transferred to the City upon completion;

WHEREAS, Native provided the City with a list of Public Improvements Native proposed to construct and install in the Increment Area and has further provided the City with estimated costs relating to the Public Improvements, which said cost estimates the City has not independently verified;

WHEREAS, pursuant to Resolution 2024-0077, the City Council approved the allocation of up to $190,000 of tax allocation revenues to Native for reimbursement of repayment of costs related to required public improvements for the Children and Youth Behavioral Health Project located at 1907 W. Maxwell Avenue (the "Project")

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Native do hereby, subject to the terms hereof, covenant and agree as follows:

ARTICLE I
DEFINITIONS

SECTION 1.01 Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

"Act" means Chapter 39.89 RCW, as it may be amended and supplemented from time to time.

"Agreement" means this Agreement, as it may be supplemented or amended from time to time in accordance with the provisions hereof

"Approval Notice" means a written notice from the City to Native approving all or part of the Public Improvement Costs described in a particular Completion Notice, stating the principal amount of the Payment Obligation incurred for such Public Improvement Costs, and agreeing to accept a dedication of the Improvements for which the Public Improvement Costs will be paid pursuant to such Payment Obligation.

"City" means the City of Spokane, a Washington municipal corporation and a first-class charter city.

"City Counsel" means collectively, the Office of the City Attorney.

"Completion Notice" means a written notice from Native to the City that: (i) requests that the City incur a Payment Obligation with respect to particular Increment Area Improvements; (ii) specifies the principal amount of the Payment Obligation; (iii) lists the Increment Area Improvements to be transferred to the City in exchange for the Payment Obligation; (iv) has attached thereto evidence (*e.g.* invoices, bank statements and other verifiable written documents) of the Public Improvement Costs incurred by Native with respect to such Increment Area Improvements (which costs may include interest and other financing costs paid by Native to its lenders); and (v) has attached thereto all Public Works Compliance Certificates delivered to Native with respect to such Increment Area Improvements.

"County" means Spokane County, Washington.

"Formation Ordinance" means Ordinance No. C34032 enacted by the City Council on May 14, 2007.

"Increment Area" means the West Central Increment Area established by the Formation Ordinance as an increment area pursuant to chapter 39.89 RCW.

"Interlocal Agreement" means the ["Interlocal Cooperation Agreement"] between the City and the County, dated May 14, 2007, and relating to the Increment Area.

"Improvements" or "Increment Area Improvements" means any and all of the improvements to be acquired, constructed and/or installed within the Increment Area, but only to the extent Native seeks reimbursement for such improvements pursuant to this Agreement:

"Payment Obligation" means the special, limited and contingent obligation of the City to reimburse Native from Incremental Revenues for certain eligible Project Costs, up to no more than One Hundred Ninety Thousand and 00/100 dollars ($190,000.00), without further Spokane City Council resolution.

"Pledged Tax Allocation Revenues" means all Tax Allocation Revenues received by the City on account of the "increment value" (as defined in RCW 39.89.020(10)) relating to property within the Increment Area, and all investment earnings thereon pending disbursement to the City

to pay eligible costs of the City or to Native to pay the Payment Obligation, interest thereon or other eligible costs of Native in accordance with the Act and the terms and conditions of this Agreement.

"Project Costs" means Public Improvement Costs as that term is defined by RCW 39.89.020(5) that are eligible to be paid for by the City from Incremental Revenues.

"Public Improvements" means, collectively, the Increment Area Improvements to be completed by Native, as set forth in Exhibit "A" hereto, and as hereinafter supplemented.

"Public Improvement Costs" has the meaning specified for such phrase in RCW 39.89.020(5).

"Public Works Compliance Certificate" shall mean a certificate executed by the City's Director of Public Works or his or her designee, at the request of Native, confirming that, as of the date of such certificate, (i) Native has complied in all material respects with the Public Works Laws with respect to the Increment Area Improvements described in such certificate, and (ii) the Increment Area Improvements described in such certificate comply with applicable City development standards.

"Public Works Laws" means those Washington laws and provisions of the City Code listed in Exhibit "B" hereto.

"Tax Allocation Revenues" means all "tax allocation revenues" (as defined in RCW 39.89.020(8)) received by the City on account of the "increment value" (as defined in RCW 39.89.020(10)) in the Increment Area.

"Unencumbered Tax Allocation Revenues" means all Tax Allocation Revenues and investment earnings thereon other than Pledged Tax Allocation Revenues.

REPRESENTATIONS AND WARRANTIES

SECTION 1.02 Representations and Warranties of the City. The City hereby represents and warrants as follows:

(a) The City is a municipal corporation duly established and in good standing under the laws of the State of Washington, has full legal right, power and authority to enter into this Agreement and to carry out and consummate all transactions described in this Agreement, and by proper legal action has duly authorized the execution and delivery of this Agreement.

(b) The person executing this Agreement on behalf of the City is duly and properly in office and fully authorized to execute the same.

(c) The City has duly and regularly complied with all applicable provisions of law and all acts, conditions and things required by law to exist, happen and be performed precedent to and in connection with the execution of this Agreement and the performance

by the City of its obligations hereunder exist, have happened and have been performed in regular and due time, form and manner as required by law.

(d) This Agreement has been duly authorized, executed and delivered by the City.

(e) This Agreement constitutes a legal, valid and binding agreement of the City, enforceable against the City in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles if equitable remedies are sought.

(f) The execution and delivery of this Agreement, the consummation of the transactions herein described and the fulfillment of or compliance with the terms and conditions hereof, will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under the City Charter or any indenture, mortgage, deed of trust, loan agreement, lease, contract or other material agreement or instrument to which the City is a party or by which it or its properties are otherwise subject or bound, or, to the knowledge of the City, any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the City, which conflict, violation, breach, default, lien, charge or encumbrance might have consequences that would materially and adversely affect the consummation of the transactions described in this Agreement or the financial condition, assets, properties, or operations of the City.

(g) No consent or approval of any trustee or holder of any indebtedness of the City, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority is necessary in connection with the execution and delivery of this Agreement or the consummation of any transaction herein described, except as have been obtained or made and as are in full force and effect.

(h) The City will not use the Tax Allocation Revenues to pay for costs or expenses that are not Public Improvement Costs.

(i) Each of the Public Improvements are "public improvements" within the meaning of RCW 39.89.020.

SECTION 1.03 Representations and Warranties of Native. Native hereby represents and warrants as follows:

(a) Native is a non-profit corporation duly established and in good standing under the laws of the State of Washington, has full legal right, power and authority to enter into this Agreement and to carry out and consummate all transactions described in this Agreement, and by proper legal action has duly authorized the execution and delivery of this Agreement.

(b) The person executing this Agreement on behalf of Native is duly and properly in office and fully authorized to execute the same.

(c) Native has duly and regularly complied with all applicable provisions of law and is duly authorized by law to enter into and execute this Agreement and to perform its obligations hereunder, and all acts, conditions and things required by law to exist, happen and be performed precedent to and in connection with the execution of this Agreement and the performance by Native of its obligations hereunder exist, have happened and have been performed in regular and due time, form and manner as required by law.

(d) This Agreement has been duly authorized, executed and delivered by Native.

(e) This Agreement constitutes a legal, valid and binding agreement of Native, enforceable against Native in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles if equitable remedies are sought.

(f) The execution and delivery of this Agreement, the consummation of the transactions herein described and the fulfillment of or compliance with the terms and conditions hereof, will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under the articles of incorporation of Native, its bylaws or any indenture, mortgage, deed of trust, loan agreement, lease, contract or other material agreement or instrument to which Native is a party or by which it or its properties are otherwise subject or bound, or any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Native, which conflict, violation, breach, default, lien, charge or encumbrance might have consequences that would materially and adversely affect the consummation of the transactions described in this Agreement or the financial condition, assets, properties, or operations of Native.

(g) No consent or approval of any trustee or holder of any indebtedness of Native, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority is necessary in connection with the execution and delivery of this Agreement or the consummation of any transaction herein described, except as have been obtained or made and as are in full force and effect.

ARTICLE II
PAYMENT OBLIGATION

SECTION 2.01 City Payment Obligation.

(a) Upon delivery of each Approval Notice the City will incur an obligation to reimburse Native from Pledged Tax Allocation Revenues for eligible Public Improvements Costs for Increment Area Improvements. This Payment Obligation shall be executed by

the City and delivered to Native upon delivery of the initial Approval Notice. This Payment Obligation is a special, limited and contingent obligation of the City and shall not constitute an indebtedness or general obligation of the City within the meaning of State Constitutional, statutory or City Charter debt limitations or restrictions, including without limitation for purposes of Article VIII, Section 6 of the Washington Constitution, Chapter 39.36 RCW and Section 85 of the City Charter. The City shall have no payment obligation of any kind to Native unless and until (i) Native completes Increment Area Improvements and such Improvements have been accepted by and dedicated to the City in accordance with and as contemplated by this Agreement and (ii) until such time as Pledged Tax Allocation Revenues are received by the City. The City's payment obligation shall be limited to Pledged Tax Allocation Revenues received by the City and neither the City's general fund nor any other revenues of the City, other than the Pledged Tax Allocation Revenues, shall be available at any time to pay the Payment Obligation. Native acknowledges and understands that, aside from the Payment Obligation, the City shall have no additional financial or payment obligation to Native in connection with the construction of Public Improvements in the Increment Area.

SECTION 2.02 Pledge of Tax Allocation Revenues.

(a) All of the Pledged Tax Allocation Revenues are pledged for the payment of the Payment Obligation. This pledge shall constitute a prior charge on the Pledged Tax Allocation Revenue over all other charges or claims whatsoever, other than amounts payable to the City for costs and expenses of the City under Section 6.11 below, for which the City shall have a first and prior right to payment. It is the intent of the City that this pledge shall be valid and binding as of the date of this Agreement; that all Pledged Tax Allocation Revenue hereafter received by the City shall immediately be subject to the lien of such pledge without any physical delivery or further act; and that the lien of such pledge shall be valid and binding as against any parties having claims of any kind in tort, contract, or otherwise against the City without respective to whether such parties have notice thereof.

(b) The City shall continue to maintain a segregated account within the City Treasury, designated as the "Increment Area Fund" solely for the purpose of paying eligible amounts payable to the City and paying the Payment Obligation. The City will not commingle the Fund with other City funds and accounts.

SECTION 2.03 Compliance with Public Works Laws.

(a) Public Improvement Costs for the Increment Area Improvements that are eligible for reimbursement to Native pursuant to the Payment Obligation, limited to the amount set forth in this definition, and are limited to those described in the Formation Ordinance that are constructed in compliance with applicable Public Works Laws, including payment of prevailing wages as set forth in RCW 39.12 et seq. Public Improvement Costs associated with Increment Area Improvements that are not constructed in compliance with such applicable Public Works Laws shall not be eligible for reimbursement.

(b) To confirm compliance with RCW 39.89.040 with respect to the Increment Area Improvements, Native may request that the City provide a Public Works Compliance Certificate with respect to any Increment Area Improvements upon completion of the improvements. Within five business days after receiving a request for an Public Works Compliance Certificate, the City shall provide Native with either (i) the requested Public Works Compliance Certificate, or (ii) a written summary of the purported violations of the Public Works Laws, together with a statement identifying whether such violation can be cured.

SECTION 2.04 Completion and Approval Notices. Upon completion of any Increment Area Improvement, Native may provide the City with a Completion Notice.

(a) Within ten (10) business days after receiving a Completion Notice, the City shall provide Native with either (i) an Approval Notice relating to such Increment Area Improvement, or (ii) a written summary of the reasons why an Approval Notice will not be provided. The City may withhold delivery of an Approval Notice if (i) there have been material violations of the Public Works Laws with respect to the Improvements, (ii) Native has failed to materially comply with applicable City development standards relating to the particular Increment Area Improvement, (iii) Native has failed to submit a properly completed Completion Notice with respect to such Improvements, or (iv) the City does not concur with the principal amount of the Public Improvement Costs contained in the Completion Notice.

(b) In the event the City does not concur with the principal amount of the of the Payment Obligation indicated by Native in the Completion Notice, the City will provide Native, at Native's request, an opportunity to provide additional evidence in support of the Native's requested principal amount. Any such additional evidence will be deemed part of the original Completion Notice. Within three (3) business days of receiving such additional evidence, the City will either (i) deliver an Approval Notice reflecting the amount in the Completion Notice or (ii) provide Native with a written summary of the reasons why the Approval Notice will not be provided.

ARTICLE III
COVENANTS AND AGREEMENTS

SECTION 3.01 Enforcement of Agreements and the Act. The City will comply with the Interlocal Agreement, the Formation Ordinance and the Act, will diligently enforce the County's obligations under the Interlocal Agreement and the Act, and will not amend the Interlocal Agreement without Native's written consent. The City will not amend the Formation Ordinance, nor take any action to dissolve or permit the dissolution of the Increment Area except as otherwise provided in the Formation Ordinance. The City will contest and defend any action, suit or proceeding challenging the validity or enforceability of this Agreement, the Interlocal Agreement, the Formation Ordinance, the proceedings undertaken to establish the Increment Area, or any related matters effecting the power, authority or ability of the City to perform its obligations

hereunder. All costs and expenses incurred by the City in connection with such actions shall be subject to payment or reimbursement on a first priority basis from Tax Allocation Revenues, including Pledged Tax Allocation Revenues.

SECTION 3.02 Levy Taxes. For the term of this Agreement, the City covenants and agrees to levy taxes annually on all of the taxable property within the Increment Area, subject to any limitations that are imposed by law.

SECTION 3.03 Accounting Records. The City shall at all times keep, or cause to be kept, proper books of record and account, prepared in accordance with generally accepted accounting principles applicable to Washington municipal corporations, in which complete and accurate entries shall be made of all receipts of Tax Allocation Revenues and all transactions of or in relation to the business, properties and operations of the City with respect to such Tax Allocation Revenues. Native, upon reasonable notice to the City, shall have the right to review and inspect such books and records, in accordance with applicable public records laws and established policies of the City with respect to public records requests.

SECTION 3.04 Acknowledgements of Native. Native acknowledges that: (i) the source of money to pay the Payment Obligation is limited to Pledged Tax Allocation Revenues; (ii) the amount of the Pledged Tax Allocation Revenues will depend primarily upon the construction of taxable improvements on taxable property within the Increment Area; and (iii) the City's receipt of Pledged Tax Allocation Revenues will be dependent upon factors outside the City's control, such as when property is assessed within the Increment Area, when taxes are paid by owners of such property, whether regular property tax rates will increase or decrease, and possible changes to the State laws governing property taxation. Native acknowledges and agrees that this Agreement, the Payment Obligation and the use of community revitalization financing under the Act, as contemplated by the parties, involve legal issues that are not addressed by existing laws, regulations, rulings and court decisions. Native has independently evaluated the legal and other risks associated with the agreements set forth herein and that it shall not be entitled to rely on the advice provided to the City by the City Counsel, and hereby acknowledges that no representation has been made by the City or the City Counsel regarding outcomes if any of the contemplated arrangements are challenged in a court of competent jurisdiction.

ARTICLE IV
INDEMNIFICATION AND DEFENSE OF CLAIMS

SECTION 4.01 Indemnification for Project Claims. Native agrees to indemnify and save the City, its appointed or elected officials, employees or agents harmless against and from all claims by or on behalf of any person, firm, corporation or other legal entity arising from Native's development, construction, operation, conduct, management or disposition of all or any portion of the project, including its Increment Area Improvements ("Project Claims"). Such indemnification obligation shall not, however, extend to claims related to the formation of the Increment Area or the City's approval, execution and delivery and performance of its obligations under this Agreement, and any other actions to be taken or to be taken by the City relating to the Increment Area or the Payment Obligation. Native shall indemnify and save the City and its elected or appointed officials, employees or agents harmless from any Project Claims arising as

aforesaid, or in connection with any action or proceeding or costs or fees (including reasonable legal fees) incurred in any action or proceedings brought thereon whether at trial, on appeal, in bankruptcy proceedings or otherwise, and upon notice from the City or its elected or appointed officials, employees or agents, Native shall defend them in any such action or proceeding at the Native's expense.

Notwithstanding anything to the contrary contained herein, Native shall not have liability to indemnify the City or its elected or appointed officials, employees or agents, against Project Claims or damages resulting directly from the negligence, gross negligence or intentional misconduct of the City or its elected or appointed officials, employees or agents own gross negligence or intentional misconduct.

In the event any claim is made against the City, its elected or appointed officials, employees or agents (collectively, the "Indemnified Parties") for which indemnification may be sought from Native under the foregoing provisions, the Indemnified Parties shall promptly give written notice thereof to Native; provided that any failure to give or delay in giving such written notice shall not relieve Native's indemnification obligations as set forth above except to the extent such failure or delay prejudices Native's ability to defend or settle such claim. Upon receipt of such notice, Native shall assume the defense thereof in all respects and may settle such claim in such manner as it deems appropriate so long as there is no liability, cost or expense to the Indemnified Party. Native shall select legal counsel to represent each Indemnified Party and shall not be responsible for the legal fees and expenses of any legal counsel retained by any Indemnified Party without the written consent of Native, unless the City shall have reasonably concluded that there may be a conflict of interest between the City and Native in the conduct of the defense of such action (in which case the Native shall not have the right to direct the defense of such action on behalf of the City but shall be responsible for the reasonable legal fees and expenses of the counsel retained by the Indemnified Party whether incurred at trial, on appeal, in bankruptcy proceedings or otherwise).

SECTION 4.02 Joint Defense Obligation. The City and Native agree to jointly defend any legal action, suit or proceeding challenging the validity of the Payment Obligation. To the extent permitted by the Act, the City and Native shall be entitled to payment or reimbursement of all fees and costs associated with the defense of any such action, suit or proceeding on a pro rata basis from first available Tax Allocation Revenues, including Pledged Tax Allocation Revenues. Native shall, however, have no defense obligation with respect to any action, suit or proceeding if the Native as waived or relinquished any right or claim to any continuing or future Payment Obligation.

ARTICLE V
MISCELLANEOUS

SECTION 5.01 Amendment. This Agreement may not be amended except by written agreement signed by the City and Native.

SECTION 5.02 Assignment. Prior to the completion of the Increment Area Improvements this Agreement and the rights and obligations of Native hereunder may not be assigned, transferred or pledged by Native to any third party or any successor in interest to Native without the prior written consent of the City, which consent may not be unreasonably withheld,

conditioned or delayed by the City. Following completion of such Improvements, the rights and obligations of Native hereunder may be assigned, transferred or pledged in whole, but not in part, upon 30 days prior written notice to the City. Notwithstanding any permitted assignment, transfer or pledge of the rights or obligations of Native under this Agreement, the City shall at no time be required to make payments with respect to the Payment Obligation or otherwise under this Agreement to more than one single designated party.

SECTION 5.03 No Personal Liability. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any present or future City Council member, official, officer, agent or employee of the City, in his or her individual capacity, and neither the Council members, officials, officers, agents and employees of the City, nor any person executing this Agreement, shall be liable personally hereunder or be subject to any personal liability or accountability by reason hereof.

SECTION 5.04 Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

SECTION 5.05 Limitation of Rights. Nothing expressed in or to be implied from this Agreement is intended to give, or shall be construed to give, any person other than the parties hereto, and their permitted successors and assigns, any benefit or legal or equitable right, remedy or claim under or by virtue of this Agreement.

SECTION 5.06 Severability of Invalid Provisions. The invalidity or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part thereof.

SECTION 5.07 Headings. The headings and Table of Contents herein are solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.

SECTION 5.08 Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Washington applicable to contracts made and performed within such State. The venue for any dispute arising under this Agreement shall be in the Superior Court of the State of Washington for Spokane County, Washington.

SECTION 5.09 Notices. All notices or communications herein required or permitted to be given shall be in writing as set forth in this Section. Notices must be sent by registered or certified mail, postage prepaid, return receipt requested, or sent by commercial delivery service, by hand delivery, or by telecopy, paid for by the sender, to the addressee(s) thereof at the last address(es) designated for such purpose. The date of receipt of such registered mail or certified mail, or the date of actual receipt of such writing by commercial delivery service, hand delivery or telecopy, will be deemed for purposes of this Agreement as the date of such notice. As of the date of this Agreement, the addresses of the parties are:

If to the City: City of Spokane
Chief Operating Officer

808 West Spokane Falls Boulevard
Spokane, WA 99201-3303
Phone: (509) 625-6268
Fax: (509) 625-6217

With a copy to: City Attorney
City of Spokane
5th Floor, Municipal Building
808 W. Spokane Falls Boulevard
Spokane, WA 99201-3326
Phone: (509) 625-6238
Fax: (509) 625-6277

If to Native:

_____
Attn. _____

Via mail:

With a copy to: _____

Native and the City may, by notice given hereunder, designate any further or different address to which subsequent notices, certificates and other communications shall be sent.

SECTION 5.10 Term of Agreement. The obligations of the Parties under this Agreement shall remain in full force and effect from the date of execution until the earlier of (i) such time as the Incremental Revenues are no longer necessary or obligated to pay Project Costs related to the Increment Area Improvements; or (ii) December 31, 2047; provided, however, that notwithstanding the foregoing this Agreement shall continue in force and effect if at the time it would otherwise be subject to termination under this Section 7.10 the City is in default in connection with its payment obligations hereunder.

SECTION 5.11 Fees and Expenses. Each of the Parties shall be obligated to pay their respective fees and expenses incurred in connection with the formation and execution of this Agreement, and such other administrative expenses and professional services. The City shall be entitled to payment or reimbursement of all fees and costs from first available Tax Allocation Revenues, including Pledged Tax Allocation Revenues.

SECTION 5.12 No Implied Waiver. No failure on the part of a party hereto to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise thereof or the exercise of any other right. No term or provision of this

Agreement shall be deemed waived and no breach excused unless such waiver or excuse shall be in writing and signed by the party claimed to have so waived or excused.

SECTION 5.13 Government Approval. Native acknowledges that this Agreement does not bind the City until it has been executed by the Mayor and attested by the City Clerk.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their names and behalf by their duly authorized representatives as of the date first above written.

CITY OF SPOKANE

By:_____
Lisa Brown, Mayor

Attest:

_____
Terri L. Pfister, City Clerk

Approved as to form:

_____
City Attorney

THE NATIVE PROJECT

By:_____
Authorized Officer

EXHIBIT A

IMPROVEMENT PROJECTS

Docusign Envelope ID: 58837292-2AED-4160-AEEE-97652EDAACA3

Civil Improvements within City of Spokane Right of Way

				3-28-24	
NO.	ITEMS OF WORK AND MATERIALS	UNIT	TOTAL QUANTITY	UNIT PRICE	TOTAL AMOUNT
	SITE PREPARATION				
1	Remove Concrete Walks	SY	186.0	50.00	$ 9,300
2	Remove Concrete Curb	LF	154.0	30.00	$ 4,620
3	Sawcut & Remove Asphalt	SY	41.0	35.00	$ 1,435
4	Remove Existing Fence	LF	20.0	20.00	$ 400
				SUBTOTAL	**$15,755**
	SITE IMPROVEMENTS				
5	Curbs-Curb and Gutter	LF	154.0	75.00	$ 11,550
6	Concrete Sidewalks	SY	186.0	30.00	$ 5,580
7	Asphalt Paving	SF	369.0	10.60	$ 3,911
8	Concrete Driveway Entries	SY	25.0	225.00	$ 5,625
9	Avista powerline relocation	LS	98.0	214.00	$ 20,972
10	Trenching & Conduit for Avista utilities	LF	99.0	333.00	$ 32,967
11	Trenching & Conduit for Franchise utilities	LF	98.0	187.00	$ 18,326
12	Trenching & Conduit for Owner Inter-Building Communicatic	LF	206.0	35.00	$ 7,210
				SUBTOTAL	**$ 106,141**
	Landscape and Irrigation				
13	Landscape and Irrigation	LS	1.0	5000	$ 5,000
				SUBTOTAL	**$ 5,000**
	Site Civil/Mechanical Utilities				
14	4" Water Service Lines	LF	48.0	60	$ 2,880
15	2" Domestic Water Service Line	LF	5.0	40	$ 200
16	Connect to Existing Water Main	EA	1.0	7500	$ 7,500
17	2" Water Meter	EA	1.0	7500	$ 7,500
18	1-1/2" Irrigation Meter	EA	1.0	3500	$ 3,500
19	4" Backflow Preventer	EA	1.0	10000	$ 10,000
20	Connect to Existing Sewer Main	EA	1.0	5000	$ 5,000
21	Vibration Monitoring & Video Inspection of Exising Sewer Main	LS	1.0	0	$ -
				SUBTOTAL	**$ 36,580**

Combined Totals	$163,476.40

-

Total Estimate	$163,476.40

EXHIBIT B

PUBLIC WORKS LAWS

Chapter 39.04 RCW

Chapter 39.12 RCW

Chapter 39.80 RCW

Section 37 of the City Charter

Chapter 7.06 of the City Code

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 07/14/2025

Committee Agenda type: Consent

Council Meeting Date: 08/18/2025

Date Rec'd	7/7/2025		
Clerk's File #	OPR 2025-0530		
Cross Ref #			
Project #			
Submitting Dept	PLANNING & ECONOMIC	**Bid #**	
Contact Name/Phone	AMANDA BECK X6414	**Requisition #**	
Contact E-Mail	ABECK@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	JBINGLE BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	0750 – MFTE CONDITIONAL AGREEMENT FOR 6019 N LACEY ST		

Agenda Wording

Conditional Multifamily Tax Exemption contract with Kevin Finnerty, for the property located at 6019 N Lacey St, to create 11 dwelling units. Following construction, the project intends to finalize under the 12yr exemption.

Summary (Background)

RCW 84.14 authorizes the New and Rehabilitated Multiple-Unit Dwellings in Urban Centers incentive, known as Multifamily Tax Exemption (MFTE) Program, to certify qualified properties for this residential property tax exemption. The City adopted this incentive in 2007 and SMC 08.15 outlines Spokane's MFTE Program and project eligibility requirements. Staff has determined that the Lacey Townhomes and Triplex Conditional application meets the project eligibility requirements outlined in SMC 08.15.040 and is located in an adopted Residential Target Areas identified in SMC 08.15.030. The application proposes to create 8 fee simple townhomes and one triplex on the property at 6019 N Lacey St, within the Hillyard neighborhood (District 1). The property is zoned R1, and the proposed use is allowed. Once the project is constructed, the applicant intends to finalize as a 12-year Market Rate Exemption. This Conditional Agreement authorizes the City to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office post construction.

What impacts would the proposal have on historically excluded communities?

The goal of the MFTE Program is to stimulate the construction of new multifamily housing and the rehabilitation of existing vacant or underutilized buildings, as well as increase the supply of mixed-income housing opportunities. Data on demographic metrics such as race, ethnicity, gender orientation, age, or religious affiliation are not tracked by this program, but the program specifically supports housing creation for residents whose income is between 80-115% Area Median Income.

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 Department of Commerce conducts annual audits of all jurisdictions with MFTE programs. The City collects annual reports for each property. For projects that finalized under the 12-year exemption, which requires income and rent restrictions, staff collect tenant income certifications as well. Annual reporting ensures projects maintain affordability compliance through the length of the exemption and that only income-qualifying tenants receive the benefit.

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

Excluding external factors such as raw land costs and current financing rates, staff monitor program efficiency through annual reporting compliance, the number of conditional and then finaled projects, and the need detailed by developers for such an incentive to make workforce housing projects financially feasible. Some of these metrics include the number of projects granted a final certificate, the total number of units created and the percentage of affordable units, as well as the type and size of units being constructed.

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?

Comprehensive Plan Policies: LU 1.4 Higher Density Residential Uses LU 3.5 Mix of Uses in Centers LU 4.2 Land Uses That Support Travel Options and Active Transportation LU 4.6 Transit-Supported Development H 1.9 Mixed-Income Housing H 1.4 Use of Existing Infrastructure H 1.10 Lower-Income Housing Development Incentives H 1.11 Access to Transportation H 1.18 Distribution of Housing Options ED 2.4 Mixed-Use ED 7.4 Tax Incentives for Land Improvement

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Once finalized, the Spokane County Assessor will defer collection of the residential property tax portion for the duration of the exemption, after which the new residential construction value will be added to the tax rolls.

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source

Funding Source Type Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence

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

Approvals		**Additional Approvals**	
Dept Head	GARDNER, SPENCER		
Division Director	MACDONALD, STEVEN		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
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amccall@spokanecity.org	eking@spokanecity.org
kfinnerty@macarthurco.com	

MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION CONDITIONAL AGREEMENT
OPR 2025-0530

THIS CONDITIONAL AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and KEVIN FINNERTY, as "Owner/Taxpayer" whose business address is 316 E Courtland Ave, Spokane, WA 99212.

W I T N E S S E T H:

WHEREAS, the City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, the City has, through Chapter 08.15 SMC, enacted a program whereby property owner/taxpayers may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner/Taxpayer is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, the Owner/Taxpayer is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, the Owner/Taxpayer has submitted to the City a complete conditional application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

MORGAN AC PK HILLYARD L8 B27.

Assessor's Parcel Number(s) 36331.0209, commonly known as 6019 N Lacey St.

WHEREAS, this property is located in the Spokane Targeted Investment Area and is eligible to seek a Final Certificate of Tax Exemption post construction under the Twelve year Affordable Housing - with income and rent restrictions as defined in SMC 08.15.090.

WHEREAS, the City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption;

NOW, THEREFORE;

The City and the Owner/Taxpayer do mutually agree as follows:

1. The City agrees to issue the Owner/Taxpayer a Conditional Agreement subsequent to the City Council's approval of this agreement.

2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. The Owner/Taxpayer intends to construct on the site, approximately **11** new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

4. The Owner/Taxpayer agrees to complete construction of the agreed-upon improvements within three years from the date the City issues this Conditional Agreement or within any extension granted by the City.

5. The Owner/Taxpayer agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file an application for a Final Certificate of Tax Exemption with the City's Planning and Economic Development Department, which will require the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner/Taxpayer's property qualifies for the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

6. The City agrees, conditioned on the Owner/Taxpayer's successful completion of the improvements in accordance with the terms of this Conditional Agreement and on the Owner/Taxpayer's filing of application for the Final Certificate of Exemption with the materials described in Paragraph 5 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner/Taxpayer is qualified for the limited tax exemption under Chapter 84.14 RCW.

7. The Owner/Taxpayer agrees, that once a Final Certificate of Tax Exemption is issued, to comply with all Annual Reporting requirements set forth in SMC 08.15.100 and contained in the annual report form provided by the City. Thirteen (13) months following the first year of the exemption beginning and every year thereafter, the Owner/Taxpayer will complete and file the appropriate Annual Report required by the terms of their Final Certificate of Tax Exemption with the City's Planning and Economic Development Department. The Annual Report is a declaration verifying upon oath and indicating the following:

(a) a statement of occupancy, use of the property/unit, income and rents for qualifying 12-year and 20-year and vacancy of the multifamily units during the previous year;

(b) a certification that the property has not changed to a commercial use or been used as transient lodging (short-term rental) basis and, if applicable, that the property has been in compliance with the affordable housing income and rent requirements as described in SMC 08.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 08.15;

(c) for affordable multifamily housing units, information providing the household income, rent and utility cost of each qualifying as low and moderate-income, which shall be reported on a form provided by the City and signed by the tenants; and

(d) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

8. The parties acknowledge that the units, including any owner-occupied units are to be used and occupied for multifamily permanent residential occupancy and use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner/Taxpayer acknowledges and agrees that the units shall be used primarily for multifamily housing for permanent residential occupancy as defined in SMC 08.15.020 and RCW 84.14.010, and any business activities shall only be incidental and ancillary to the residential occupancy. Any units that are converted from multifamily housing for permanent residential occupancy shall be reported to the City of Spokane's Planning and Economic Development Department and the Spokane County Assessor's Office and removed from eligibility for the tax exemption within 60 days. If the removal of the ineligible unit or units causes the number of units to drop below the number of units required for tax exemption eligibility, the remaining units shall be removed from eligibility pursuant to state law.

9. To qualify for the twelve-year tax exemption, the Owner/Taxpayer will be required to rent or sell at least **twenty-five percent** of the multiple family housing units as affordable housing units to low and moderate-income households. The Owner/Taxpayer will ensure that the units within the twelve-year program are dispersed throughout the building and distributed proportionally among the buildings; not be clustered in certain sections of the building or stacked; comparable to market-rate units

in terms of unit size and leasing terms, and are comparable to market-rate units in terms of functionality and building amenities and access, in addition to the other requirements set forth in the Agreement. The Owner/Taxpayer is further required to comply with the rental relocation assistance requirements set forth in RCW 84.14.020 (7) and (8) and in SMC 08.15.090 (D).

10. The Owner/Taxpayer will have the right to assign its rights under this Agreement. The Owner/Taxpayer agrees to notify the City promptly of any transfer of Owner/Taxpayer's ownership interest in the Site or in the improvements made to the Site under this Agreement.

11. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner/Taxpayer, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 08.15.

12. No modifications of this Conditional Agreement shall be made unless mutually agreed upon by the parties in writing.

13. The Owner/Taxpayer acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner/Taxpayer further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner/Taxpayer agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

14. In the event that any term or clause of this Conditional Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Conditional Agreement are declared to be severable.

15. The parties agree that this Conditional Agreement, requires the applicant to file an application for the Final Certificate of Tax Exemption post the construction of the multiple family residential housing units referenced above and that the Final Certificate of Tax Exemption shall be subject to the applicable provisions of Chapter 84.14 RCW and Chapter 08.15 SMC that exist at the time this agreement is signed by the parties. The parties may agree to amend this Conditional Agreement requirements as set forth when the applicant applies for the Final Certificate of Tax Exemption based upon applicable amendments and additions to Chapter 84.14 RCW or Chapter 08.15 SMC if the requirements change between the issuance of the Conditional Agreement and the Application for Final Tax Exemption has been submitted.

16. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or Chapter 08.15 SMC.

17. This Agreement is subject to approval by the City Council.

DATED this _____ day of _____, 2025

CITY OF SPOKANE

By: _____

City Administrator, Alex Scott

KEVIN FINNERTY

By: _____

Owner/Taxpayer

Attest:

_____

City Clerk

Approved as to form:

_____

City Attorney

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 07/14/2025

Committee Agenda type: Consent

Council Meeting Date: 08/18/2025

Date Rec'd	7/7/2025		
Clerk's File #	OPR 2025-0531		
Cross Ref #			
Project #			
Submitting Dept	PLANNING & ECONOMIC	**Bid #**	
Contact Name/Phone	AMANDA BECK X6414	**Requisition #**	
Contact E-Mail	ABECK@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	JBINGLE BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	0750 – MFTE CONDITIONAL AGREEMENT FOR 819 S HATCH ST		

Agenda Wording

Conditional Multifamily Tax Exemption contract with 819 S HATCH, LLC, for the property located at 819 S Hatch St, to rehab 4 existing units and construct 94 new dwelling units. Following construction the project intends to finalize under the 12yr exemption.

Summary (Background)

RCW 84.14 authorizes the New and Rehabilitated Multiple-Unit Dwellings in Urban Centers incentive, known as Multifamily Tax Exemption (MFTE) Program, to certify qualified properties for this residential property tax exemption. The City adopted this incentive in 2007 and SMC 08.15 outlines Spokane's MFTE Program and project eligibility requirements. Staff has determined that the Summit Apartments Conditional application meets the project eligibility requirements outlined in SMC 08.15.040, and is located in an adopted Residential Target Areas identified in SMC 08.15.030. The application proposes to rehab 4 existing units and create 94 new multifamily units on the property at 819 S Hatch St, within the East Central neighborhood (District 2). The property is zoned RMF, and the proposed use is allowed. Once the project is constructed, the applicant intends to finalize as a 12-year Market Rate Exemption. This Conditional Agreement authorizes the City to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office post construction.

What impacts would the proposal have on historically excluded communities?

The goal of the MFTE Program is to stimulate the construction of new multifamily housing and the rehabilitation of existing vacant or underutilized buildings, as well as increase the supply of mixed-income housing opportunities. Data on demographic metrics such as race, ethnicity, gender orientation, age, or religious affiliation are not tracked by this program, but the program specifically supports housing creation for residents whose income is between 80-115% Area Median Income.

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 Department of Commerce conducts annual audits of all jurisdictions with MFTE programs. The City collects annual reports for each property. For projects that finalized under the 12-year exemption, which requires income and rent restrictions, staff collect tenant income certifications as well. Annual reporting ensures projects maintain affordability compliance through the length of the exemption and that only income-qualifying tenants receive the benefit.

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

Excluding external factors such as raw land costs and current financing rates, staff monitor program efficiency through annual reporting compliance, the number of conditional and then finaled projects, and the need detailed by developers for such an incentive to make workforce housing projects financially feasible. Some of these metrics include the number of projects granted a final certificate, the total number of units created and the percentage of affordable units, as well as the type and size of units being constructed.

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?

Comprehensive Plan Policies: LU 1.4 Higher Density Residential Uses LU 3.5 Mix of Uses in Centers LU 4.2 Land Uses That Support Travel Options and Active Transportation LU 4.6 Transit-Supported Development H 1.9 Mixed-Income Housing H 1.4 Use of Existing Infrastructure H 1.10 Lower-Income Housing Development Incentives H 1.11 Access to Transportation H 1.18 Distribution of Housing Options ED 2.4 Mixed-Use ED 7.4 Tax Incentives for Land Improvement

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Once finalized, the Spokane County Assessor will defer collection of the residential property tax portion for the duration of the exemption, after which the new residential construction value will be added to the tax rolls.

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source

Funding Source Type Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence

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

Approvals		**Additional Approvals**	
Dept Head	GARDNER, SPENCER		
Division Director	MACDONALD, STEVEN		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

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amccall@spokanecity.org	eking@spokanecity.org
smacdonald@spokanecity.org	

MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION CONDITIONAL AGREEMENT
OPR 2025-0531

THIS CONDITIONAL AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as “City”, and 819 S HATCH, LLC, as “Owner/Taxpayer” whose business address is 3625 E 16th Ave Spokane, WA 99223.

W I T N E S S E T H:

WHEREAS, the City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, the City has, through Chapter 8.15 SMC, enacted a program whereby property owner/taxpayers may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner/Taxpayer is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, the Owner/Taxpayer is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, the Owner/Taxpayer has submitted to the City a complete conditional application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

Parcel 35204.0715:
HIGHLAND PARK HARTSONS PTN LTS 1, 3 & 5 BLK 7 & PTN OF VAC SCOTT ST DAF; BEG 157FTS OF NW COR LT 1 & TRUE POB, TH E PARA WITH N LN OF BLK 7220FT, TH N PARA WITH W LN OF SD BLK 62FT, TH E PARA WITHN LN 78.75FT, TH S PARA WITH W LN TO N LN OF BLK 2 OFHIGHLAND PARK ADD, TH W ALG COMMON LN OF HIGHLAND PARK ADD& HIGHLAND PARK HARTSONS TO E R/W LN OF HATCH ST PT ALSOBEING SW COR OF LT 5 BLK 7 OF HIGHLAND PARK HARTSONS, TH NALG W LN OF SD LT TO TRUE POB

Parcel 35204.0713:
HARTSON'S SUB'D OF BLKS 3 THRU 8 OF HARTSON & TOWNSEND'S HIGHLAND PARK ADD: LOT 6 BLK 7 TOG W/ E 1/2 OF VAC SCOTT ST LYG W OF & ADJ TO PER VAC ORD # C-27218

Parcel 35204.0711:
HARTSON'S SUB'D OF BLKS 3 THRU 8 OF HARTSON & TOWNSEND'S HIGHLAND PARK ADD: TR D-E-F OF LOT 4 BLK 7 TOG W/ E 1/2 OF VAC SCOTT ST LYG W OF ADJ TO PER VAC ORD # C-27218

Parcel 35204.0710:
HIGHLAND PK HARTSONS TR B-C 4 B7

Assessor's Parcel Number(s) 35204.0715, 35204.0713, 35204.0711, 35204.0710, commonly known as 819 S Hatch St, 826 S Garfield St, and 820 S Garfield St.

WHEREAS, this property is located in the Spokane Targeted Investment Area and is eligible to seek a Final Certificate of Tax Exemption post construction under the Twelve year Affordable Housing - with income and rent restrictions as defined in SMC 08.15.090.

WHEREAS, the City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; --

NOW, THEREFORE,

The City and the Owner/Taxpayer do mutually agree as follows:

1. The City agrees to issue the Owner/Taxpayer a Conditional Agreement subsequent to the City Council's approval of this agreement.

2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, the Owner/Taxpayer shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate. At the time of an application for a Conditional Agreement, the applicant provided a letter attesting and documenting how the existing tenant(s) were/will be provided comparable housing and opportunities to relocate.

(a). The existing residential tenant(s) are to be provided housing of a comparable size and quality at a rent level meeting the Washington State definition of affordable to their income level. Specifically, RCW 84.14.010 defines "affordable housing" as residential housing that is rented by a person or household whose

monthly housing costs, including utilities other than telephone, do not exceed thirty (30) percent of the household's monthly income. The duration of this requirement will be the length of the tenant's current lease plus one year.

4. The Owner/Taxpayer intends to rehabilitate 4 exiting units and to construct on the site, approximately 94 new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner/Taxpayer agrees to complete construction of the agreed-upon improvements within three years from the date the City issues this Conditional Agreement or within any extension granted by the City.

6. The Owner/Taxpayer agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file an application for a Final Certificate of Tax Exemption with the City's Planning and Economic Development Department, which will require the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner/Taxpayer's property qualifies the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner/Taxpayer's successful completion of the improvements in accordance with the terms of this Conditional Agreement and on the Owner/Taxpayer's filing of application for the Final Certificate of Exemption with the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner/Taxpayer is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner/Taxpayer agrees, that once a Final Certificate of Tax Exemption is issued, to comply with all Annual Reporting requirements set forth in SMC 8.15.100 and contained in the annual report form provided by the City. Thirteen (13) months following the first year of the exemption beginning and every year thereafter, the Owner/Taxpayer will complete and file the appropriate Annual Report required by the terms of their Final Certificate of Tax Exemption with the City's Planning and Economic

Development Department. The Annual Report is a declaration verifying upon oath and indicating the following:

(a) a statement of occupancy, use of the property/unit, income and rents for qualifying 12-year and 20-year and vacancy of the multi-family units during the previous year;

(b) a certification that the property has not changed to a commercial use or been used as a transient (short-term rental) basis and, if applicable, that the property has been in compliance with the affordable housing income and rent requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15;

(c) for affordable multi-family housing units, information providing the household income, rent and utility cost, of each qualifying as low and moderate-income, which shall be reported on a form provided by the City and signed by the tenants; and

(d) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units, including any owner-occupied units are to be used and occupied for multifamily permanent residential occupancy and use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner/Taxpayer acknowledges and agrees that the units shall be used primarily for multi-family housing for permanent residential occupancy as defined in SMC 8.15.020 and RCW 84.14.010 and any business activities shall only be incidental and ancillary to the residential occupancy. Any units that are converted from multi-family housing for permanent residential occupancy shall be reported to the City of Spokane's Planning and Economic Development Department and the Spokane County Assessor's Office and removed from eligibility for the tax exemption within 60 days. If the removal of the ineligible unit or units causes the number of units to drop below the number of units required for tax exemption eligibility, the remaining units shall be removed from eligibility pursuant to state law.

10. To qualify for the twelve-year tax exemption, the Owner/Taxpayer will be required to rent or sell at least **thirty percent** of the multiple family housing units as affordable housing units to low and moderate-income households and will ensure that the units within the 12-yr program are dispersed throughout the building and distributed proportionally among the buildings; not be clustered in certain sections of the building or stacked; comparable to market-rate units in terms of unit size and leasing terms; and are comparable to market-rate units in terms of functionality and building amenities and access in addition to the other requirements set forth in the Agreement. The Owner/Taxpayer is further required to comply with the rental relocation assistance requirements set forth in RCW 84.14.020 (7) and (8) and in SMC 8.15.090 (D).

11. The Owner/Taxpayer will have the right to assign its rights under this Agreement. The Owner/Taxpayer agrees to notify the City promptly of any transfer of Owner/Taxpayer's ownership interest in the Site or in the improvements made to the Site under this Agreement.

12. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner/Taxpayer, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

13. No modifications of this Conditional Agreement shall be made unless mutually agreed upon by the parties in writing.

14. The Owner/Taxpayer acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner/Taxpayer further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner/Taxpayer agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

15. In the event that any term or clause of this Conditional Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Conditional Agreement are declared to be severable.

16. The parties agree that this Conditional Agreement, requires the applicant to file an application for the Final Certificate of Tax Exemption post the construction of the multiple family residential housing units referenced above and that the Final Certificate of Tax Exemption shall be subject to the applicable provisions of Chapter 84.14 RCW and Chapter 8.15 SMC that exist at the time this agreement is signed by the parties. The parties may agree to amend this Conditional Agreement requirements as set forth when the applicant applies for the Final Certificate of Tax Exemption based upon applicable amendments and additions to Chapter 84.14 RCW or Chapter 8.15 SMC if the requirements change between the issuance of the Conditional Agreement and the Application for Final Tax Exemption has been submitted.

17. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or Chapter 8.15 SMC

18 This Agreement is subject to approval by the City Council.

DATED this _____ day of _____, 2025

CITY OF SPOKANE

By: _____

City Administrator, Alex Scott

819 S HATCH, LLC

By: _____

Its: _____
Owner/Taxpayer

Attest:

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 07/28/2025

Committee Agenda type: Consent

Council Meeting Date: 08/18/2025

Date Rec'd	7/23/2025		
Clerk's File #	OPR 2024-0292		
Cross Ref #			
Project #			
Submitting Dept	PLANNING & ECONOMIC	**Bid #**	RFQU 6026-23
Contact Name/Phone	MAREN X6737	**Requisition #**	SBO
Contact E-Mail	MMURPHY@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	PDILLON KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** NO	
Agenda Item Name	0650-CLIMATE PLANNING PHASE 2 BERK CONSULTING CONTRACT		

Agenda Wording

Contract amendment / extension between City of Spokane Planning Services and BERK Consulting, Inc. for Climate Impact and Resiliency Planning with Comprehensive Plan Update - Phase 2 for $256,629.00 extended to December 31, 2026.

Summary (Background)

The WA Legislature passed and signed into law HB 1181 in 2023 that adds a climate goal to the Growth Management Act (GMA) and requires local comprehensive plans to have a climate element. The City of Spokane and BERK Consulting entered into a contract for Climate Planning Phase I, adopted by Council on March 28, 2024 (OPR 2024-0292). The parties are ready to begin Phase 2 which requires additional funds to be added to the contract and the performance time extended, thus the original Contract needs to be formally Amended and Extended.

What impacts would the proposal have on historically excluded communities?

Climate change does not impact everyone equally. Core to climate planning is building climate resilience and developing goals and policies in the comprehensive plan that support communitywide climate resilience, environmental justice, and equity. This climate planning grant emphasizes the importance of developing a public engagement strategy and ensuring that historically underrepresented and overburdened communities are included in the early and continuous planning efforts. WA Commerce recommends that establishing a climate policy advisory team that includes leaders within overburdened communities that are most impacted

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 planning work will focus on both quantitative and qualitative data through the lens of climate and equity. Quantitative data will be collected, analyzed and reported related to vulnerability risks and climate hazards, and an equitable approach will be taken to look at the intersections of race, income, gender, ability, and other disparities to understand our community's vulnerabilities and those at highest risk for climate impacts. Data will also be collected through qualitative means through the development of a climate vision statement, and outreach will focus on engaging with community members to understand unique perspectives, asset, and

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

Following the 2026 Periodic update to the City's Comprehensive Plan, RCW 36.70A.130 now requires that the city reassess the plan every 5 years. An Implementation Progress Report will be required in 2031.

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: Council Sustainability Action Plan 2021 - Land Use, Goal 4, Strategy 8. "update the Comp Plan with …climate goals"

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 256,629.00
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

Council accepted the Climate Planning grant funds from Commerce on July 21, 2025, supported by funding from Washington's Climate Commitment Act. No grant match is required.

Amount		Budget Account
Revenue	$ 256,629.00	# 1360- 94175- 99999- 33442-20269
Expense	$ 256,629.00	# 1360- 94175- 58700- 54201-20269
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

Is this funding source sustainable for future years, months, etc?

This is the final allocation of climate planning funds.

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	MACDONALD, STEVEN	ACCOUNTING -	BROWN, SKYLER
Division Director	MACDONALD, STEVEN	PURCHASING	NECHANICKY, JASON
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

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eking@spokanecity.org	cwahl@spokanecity.org

City Clerk's No. OPR 2024-0292

City of Spokane

CONTRACT AMENDMENT and EXTENSION

Title: **CLIMATE IMPACT AND RESILIENCY PLANNING WITH COMPREHENSIVE PLAN UPDATE SERVICES**

This Contract Amendment / Extension is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **BERK CONSULTING, INC.**, whose address is 2200 Sixth Avenue, Suite 1000, Seattle, Washington 98121 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 conduct the Climate Impact and Resiliency Planning with Comprehensive Plan Update – Phase I; and

WHEREAS, the Parties are ready to begin Phase 2 which requires additional funds to be added to the contract and the performance time extended, thus the original Contract needs to be formally Amended and Extended by this written document; and

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

1. CONTRACT DOCUMENTS.
The Contract, dated April 24, 2024, 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 / Extension shall become effective on August 1, 2025 and shall end December 31, 2026.

3. AMENDMENT.
The original Contract is amended to begin Phase 2 in accordance with the attached Scope of Work.

4. COMPENSATION.
The City shall pay an additional amount not to exceed **TWO HUNDRED FIFTY-SIX THOUSAND SIX HUNDRED TWENTY-NINE AND NO/100 DOLLARS** (**$256,629.00**), plus applicable sales tax, for everything furnished and done under this Contract Amendment / Extension. This is the maximum amount to be paid under this Amendment and Extension, 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 / Extension by having legally-binding representatives affix their signatures below.

BERK CONSULTING, INC.	**CITY OF SPOKANE**
By_____	By_____
Signature Date	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:
Phase 2 Scope of Work

25-162

City of Spokane Phase 2 Climate Planning 2025-2027 Biennium

The consultant team, led by BERK Consulting, will facilitate the development of draft climate resilience and greenhouse gas goals and policies for the City of Spokane Phase 2 Climate Planning as part of PlanSpokane 2046. This includes supporting City staff on internal coordination and engagement, outlining and managing the policy development process, working with City staff to develop the multi-criteria prioritization analysis framework, conducting and documenting the prioritization process and outcomes, evaluating environmental justice outcomes, and finalizing the goals and policy package for integration into the City's comprehensive plan update.

Step 6: Develop Draft Climate Resilience and GHG Goals and Policies

Task 6.1: Support Phase 2 climate engagement with internal coordination and Tribal engagement

The consultant team will build on engagement efforts from Phase 1 and the framework of the Spokane Climate Element Community Engagement Plan (August 2024) to inform the draft and final climate goals and policies. The overall engagement plan will emphasize an equitable process, with continued input from the Climate Technical Advisory Committee and Tribal Engagement Workgroup. Engagement for the climate goals and policies will be coordinated with the EIS addressing the Comprehensive Plan periodic update.

Timeframe: July 2025 – March 2026

The anticipated Consultant efforts include:

- Regular Team Meetings (average 2 meetings per month).
- Support City staff in development of climate-specific materials for the PlanSpokane 2046 EIS community workshops, including visuals like posters and activities. For the purposes of the project budget this scope assumes 2 fact sheets and 4 posters. Workshop material can also be packaged with a facilitator's guide to become a "meeting in a box" that supports community-based organizations to conduct their own meetings and provide the results in a way that can be incorporated into the engagement summaries as well as inform the policies.
- The City anticipates the consultant team will facilitate food for in-person events hosted by the city. Based on Phase 1 food costs, approximately $650 is budgeted for food serving 50 people per event.
- Support City with implementation of equitable strategies for community engagement, including food coordination for workshops and other strategies as appropriate.
- Coordinate engagement for environmental justice review and outcomes as described below in Step 7, including participant stipends. The budget assumes 60 participants and $80 per participant in the project budget. Additional per-meeting stipends are incorporated to support community-based organizations hosting their own workshops using "meeting in a box" materials.
- **Climate Technical Advisory Committee**

    - Facilitate 3 CTAC virtual meetings to focus on developing goals and policies, multi-criteria prioritization analysis, and finalization of goals and policies between July 2025 and February 2026.
    - Provide meetings notes and decision points.
- **Tribal Engagement**
    - KAI to facilitate 4 Tribal Engagement Workgroup virtual meetings between July 2025 and February 2026. See Attachment A for a scope description.
    - Provide stipends for participation.
- **Boards, Councils, Commissions**
    - Support City staff in materials development and meeting presentations for Climate Resilience & Sustainability Board, Plan Commission, and City Council as described under Tasks 6, 7, and 8 below. The scope assumes some combination of agenda items when appropriate and for efficiency. The exact combination of CRSB meetings could shift depending on schedule.

Task 6.2: Develop draft climate resilience and GHG goals and policies

The Consultant team will develop a process, and prepare goals and policies that would be integrated into each chapter of the Comprehensive Plan.

Timeline: July – October 2025

The anticipated Consultant efforts include:

- Outline and manage process to identify and bring forward climate goals and policies
- Facilitate up to 2 Climate Resilience & Sustainability Board (CRSB) workshops on policy development, consider 1 in person and 1 virtual, anticipated in August and September.
- Support staff with 1 joint virtual workshop with CRSB and Plan Commission, anticipated in October.
- Support staff with 1 joint virtual workshop with CRSB and Transportation Commission, anticipated in November.
- Provide 25% outline of goals and policies memo for staff review.
- Provide draft goals and policies with at least two staff review rounds.

Task 6.3: Coordinate multi-criteria prioritization analysis framework.

The Consultant team will develop a multi-criteria prioritization analysis (MCPA) framework, in collaboration with City staff. This will include defining objectives of the process, selecting criteria, and criteria weighting. It is anticipated that the MCPA framework will incorporate elements from Phase 1 including climate impact, feasibility, cost, and climate vulnerability and climate justice outcomes. We will track results in a prioritization workbook, facilitate a CRSB virtual workshop to refine the framework, and incorporate two rounds of staff feedback. The finalized MCPA will be applied to evaluate draft climate resilience and GHG policies, informing policy integration into the City's Comprehensive Plan.

Timeline: August – November 2025

The anticipated Consultant efforts include:

- Work with City staff to develop MCPA framework. Based on experience the Consultant team suggests approximately 5 themes supported by measurable criteria or guiding questions.
- Develop and track outcomes in a prioritization workbook.
- Finalize multi-criteria prioritization analysis framework to analyze policies.
- Facilitate 1 CRSB virtual workshop on development of MCPA, could be combined with another workshop as a separate topic in September or October.
- Provide multi-criteria prioritization analysis framework with at least two staff review rounds. The analysis framework is anticipated to be developed in parallel with the environmental justice assessment framework in Step 7.1.

Task 6.4: Conduct multi-criteria prioritization analysis.

The consultant team will use the MCPA framework to analyze draft goals and policies and score them according to how they align with defined objectives. Findings of this analysis will inform recommended priorities for review and consideration by the CRSB and City Council. There will also be a community open house for public input on the draft policies and prioritization outcomes.

Timeline: November 2025 – February 2026

The anticipated Consultant efforts for the MCPA include:

- Conduct multi-criteria prioritization analysis using framework for climate resilience and GHG goals and policies, and document in workbook.
- Facilitate 1 CRSB virtual workshop on draft prioritization outcomes, anticipated in January. Alternatively, this CRSB workshop could be conducted in conjunction with the Task 7.1 workshop on the Environmental Justice Review.
- Facilitate 1 Council virtual workshop on draft policies and prioritization outcomes, anticipated in February.
- Facilitate 1 community online open house on draft policies and prioritization outcomes, anticipated in February or March.
- Develop recommendations for amendments to land use and transportation elements for environmental justice outcomes. See Task 7.1 below.

The vehicle miles travelled (VMT) analysis will be based on the VMT estimates in the EIS, and a memo as follows: Fehr & Peers will support the City's policy prioritization analysis by identifying which policies will provide substantial progress towards reducing per-capita VMT in Spokane using industry-standard elasticities and the output of our TDM+ tool (which incorporates CAPCOA data and equations to understand the maximum allowable VMT reduction from different strategies). Strategies that are outside the control of Spokane, but would benefit the city (e.g., regional tolling/congestion pricing, road usage charges, etc.) will also be highlighted, but not analyzed. Note that this task will not calculate future GHG emissions or total GHG emissions reductions, but rather help prioritize policies that move the needle on VMT reduction and support increased travel options and mobility in Spokane.

DELIVERABLE 6 – Prepare memo on draft climate goals and policies with multi-criteria prioritization analysis framework and outcomes. Prepare a supporting memo on VMT.

Step 7: Environmental Justice Review

Task 7.1: Review environmental justice considerations and propose amendments for land use and transportation goals and policies

This scope assumes that the EIS evaluation of land use, transportation, and air quality and the Vulnerability and Risk Assessment completed in Phase 1 will provide the basis for the environmental justice policy review. The consultant team will develop a screening review framework with criteria that provides an environmental justice assessment of the draft land use and transportation goals and policies per RCW 36.70A.070, including efforts to avoid creating or worsening environmental health disparities. This review will coordinate with the EIS process. This product addressing draft land use and transportation goals and policies will be in the form of an approximate 10-page memo excluding figures and references. The City may include evaluation of energy-related goals and policies particularly those that are relevant to land use and building within the City's authority.

Timeline: November 2025 – February 2026

The anticipated Consultant efforts for the Environmental Justice Review include:

- Conduct environmental justice review with special consideration of land use and transportation goals and policies, per RCW 36.70A.070.
- Facilitate 1 CRSB virtual workshop on environmental justice in land use and transportation, anticipated in November or December. Alternatively, this CRSB workshop could be conducted in conjunction with the Task 6.4 workshop on the MCPA.
- Facilitate 1 virtual community workshop in alignment with the EIS with consideration of environmental justice outcomes in land use and transportation, anticipated in January.
- Provide 25% outline of review framework, criteria for staff review
- Provide environmental justice review with up to two staff review rounds

Deliverable 7 - Memo on EJ outcomes and amendments for land use and transportation.

Step 8: Integrate Climate Resilience and GHG Goals and Policies

Task 8.1: Finalize resilience and GHG goals and policies and develop integrated matrix across element

The consultant team will revise the draft goals and policies based on input and findings from Steps 6 and 7. Climate goals and policies will be integrated throughout the comprehensive plan, with a summary matrix identifying co-benefits. The MCPA will help the City prioritize the policies and the Environmental Justice review may help the City further define best practices in policy language and application; however, it is assumed that the City will develop the overall Climate element implementation plan towards a 5-year progress report.

Timeline: January – April 2026

The anticipated Consultant efforts for this step include:

- Facilitate and manage development of final climate resilience and GHG goals and policies package.
- Develop and draft integrated matrix to identify climate goals and policies throughout comprehensive plan with co-benefits.
- Facilitate up to 1 CRSB virtual workshop on final goals and policies and integration into the comprehensive plan, anticipated in March.
- Provide integrated matrix with up to two staff review rounds.

Deliverable 8 - Final matrix of resilience and GHG goals and policies.

Budget

Based on the scope of services the following budget has been prepared. It is assumed that time between tasks may be transferred due to greater or lesser effort provided the overall task budgets reflect the grant requirements for variations.

	Total Hours and Estimated Cost by Task
Task 6: Develop Draft Climate Resilience and GHG Goals and Policies	
6.1 Support Phase 2 climate engagement with internal coordination and Tribal engagement	
Project Management	$5,196
Regular Team Meetings (Average 2 meetings per month)	$21,447
Support City Public Engagement (Materials, Strategies, Stipends)	$5,040
Food Coordination	$1,480
Meeting in a Box	$4,220
CTAC (3)	$14,456
Tribal Engagement (4)	$22,808
6.2 Develop draft climate resilience and GHG goals and policies	
Develop draft goals and policies	$31,227
Meetings and Workshops (4: 3 virtual, 1 in person)	$20,191
6.3 Coordinate multi-criteria prioritization analysis framework	
Develop framework	$7,880
Develop and track outcomes	$7,600
Finalize framework (two rounds of review)	$4,320
Meetings and Workshops (1)	$4,560
Post-workshop revisions	$3,060
6.4 Conduct multi-criteria prioritization analysis	
Conduct analysis using framework	$22,760
Meetings and Workshops (2-3)	$9,700
Recommend amendments to land use and transportation for EJ outcomes	$2,520
Subtotal	992
	$188,463
Task 7: Environmental Justice Review	
Environmental Justice Review	$5,720
Review of Energy-Related Policies	$5,320
Meetings and Workshops (2)	$7,920
Assessment outline	$2,640
Preliminary and revised assessment	$4,440
Subtotal	122
	$26,040

	Total Hours and Estimated Cost by Task
Task 8: Integrate Climate Resilience and GHG Goals and Policies	
Final goals and policies package	$8,820
Integrated matrix and co-benefits (two rounds of review)	$5,040
CRSB meeting	$6,636
Post-workshop revisions	$4,360
Subtotal	116
	$24,856
Total Estimated Hours	1230
Cost (Hours*Rate)	$239,359
Subtotal Consultant Cost	$239,359
Project Expenses at ~1% of Project Budget (Travel)	$2,870
Community Stipends (EJ Participants)	$4,800
Tribal Stipends	$4,000
Event Food (4 events)	$2,600
CBO Stipends (6)	$3,000
Estimated Project Total	$256,629

Anticipated Firm Share

By Firm	Amount
BERK	$93,860
Cascadia	$87,820
KAI (with Tribal stipends)	$34,079
Fehr & Peers	$27,600
Community & CBO Stipends	$7,800
Event Food	$2,600
Expenses (Travel)	$2,870
Total	**$256,629**

Attachment A – Tribal Engagement

Purpose

Building on the foundation and trusted relationships established during Phase I, KAI will continue to support the City of Spokane's climate planning process by facilitating meaningful, culturally grounded Tribal engagement. This work ensures that the City's final climate resilience and greenhouse gas (GHG) goals reflect the perspectives, knowledge systems, and priorities of local Tribes and urban Native organizations.

Participating Tribes and Urban Native Organizations

At a minimum, this work will engage the same core partners who contributed to Phase I:

- Spokane Tribe of Indians
- Kalispel Tribe of Indians
- Coeur d'Alene Tribe
- Upper Columbia United Tribes (UCUT)
- The Native Project
- Spokane Tribal Network
- American Indian Community Center (AICC)

Scope of Work

Task 6.1 A — Pre-Engagement Check-In Calls
KAI will conduct one virtual check-in call (approximately 30–45 minutes) with each participating Tribe and Native organization before the Workgroup series of meetings begins. These calls will reaffirm the purpose of Phase II, confirm scheduling preferences, and invite any additional input to ensure the process meets their expectations and limitations for participation. Each check-in will include preparation and a brief follow-up summary to inform planning.

Task 6.1 B — Facilitation of Tribal Engagement Workgroup Meetings
KAI will plan, coordinate, and facilitate four virtual Tribal Engagement Workgroup (TEW) meetings between Fall 2025 and February 2026. Each meeting will have a clear agenda and culturally responsive facilitation methods to encourage open dialogue and productive discussions on policy development. KAI will also coordinate with guest speakers and subject matter experts to present on key components of Spokane's Climate Plan or related technical topics as needed.

Task 6.1 C — Coordination and Meeting Summaries
KAI will participate in regular planning calls with BERK and City staff to ensure TEW input is integrated into policy development and multi-criteria prioritization efforts. Following each meeting and check-in, KAI will prepare summary notes highlighting key discussion points, next steps, and any action items.

Task 6.1 D — Final Reporting
After the engagement period, KAI will prepare a Phase II Tribal Engagement Summary Memo. This deliverable will compile key insights and recommendations to guide the City's implementation of its climate plan and ongoing coordination with the Tribal community.

Schedule

- **Check-In Calls:** August – September 2025
- **Virtual TEW Meetings:** September 2025 – February 2026
- **Final Summary Memo:** March 2026

Assumptions

- All meetings and check-ins will be held virtually.
- KAI will coordinate guest speakers and subject matter experts in collaboration with BERK and City staff.
- KAI will manage stipend payments directly to participants, with the cost incorporated in this budget.
- Phase I materials, relationship context, and discussion themes will be leveraged to minimize preparation time and maintain continuity.

STATE OF WASHINGTON

BUSINESS LICENSE

Issue Date: Mar 14, 2025

Profit Corporation

Unified Business ID #: 601219609
Business ID #: 001
Location: 0003
Expires: Dec 31, 2025

BERK CONSULTING, INC.
STE 1000
2200 6TH AVE
SEATTLE WA 98121-1859

TAX REGISTRATION - ACTIVE

CITY/COUNTY ENDORSEMENTS:

DUVALL GENERAL BUSINESS - NON-RESIDENT - ACTIVE
LEAVENWORTH GENERAL BUSINESS - NON-RESIDENT - ACTIVE
SPOKANE VALLEY GENERAL BUSINESS - NON-RESIDENT - ACTIVE
SUMNER GENERAL BUSINESS - NON-RESIDENT - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE
MOUNTLAKE TERRACE GENERAL BUSINESS - NON-RESIDENT - ACTIVE
BURIEN GENERAL BUSINESS - NON-RESIDENT #11836 - ACTIVE
BOTHELL GENERAL BUSINESS - NON-RESIDENT - ACTIVE
SNOQUALMIE GENERAL BUSINESS - NON-RESIDENT (EXPIRES 03/31/2026) - ACTIVE

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue

STATE OF WASHINGTON

UBI: 601219609 001 0003

BERK CONSULTING, INC.
STE 1000
2200 6TH AVE
SEATTLE WA 98121-1859

FOLD HERE

TAX REGISTRATION - ACTIVE
DUVALL GENERAL BUSINESS - NON-RESIDENT - ACTIVE
LEAVENWORTH GENERAL BUSINESS - NON-RESIDENT - ACTIVE
SPOKANE VALLEY GENERAL BUSINESS - NON-RESIDENT - ACTIVE
SUMNER GENERAL BUSINESS - NON-RESIDENT - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE
MOUNTLAKE TERRACE GENERAL BUSINESS - NON-RESIDENT -

FOLD HERE

Expires: Dec 31, 2025

Director, Department of Revenue

IMPORTANT!

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

General Information

Post this Business License in a visible location at your place of business.

If you were issued a Business License previously, **destroy the old one and post this one in its place.**

Login to My DOR at dor.wa.gov if you need to make changes to your business name, location, mailing address, telephone number, or business ownership.

Telephone: 360-705-6741

Endorsements

All endorsements should be renewed by the expiration date that appears on the front of this license to avoid any late fees.

If there is no expiration date, the endorsements remain active as long as you continue required reporting. Tax Registration, Unemployment Insurance, and Industrial Insurance endorsements require you to submit periodic reports. Each agency will send you the necessary reporting forms and instructions.

For assistance or to request this document in an alternate format, visit http://business.wa.gov/BLS or call (360) 705-6741. Teletype (TTY) users may use the Washington Relay Service by calling 711.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/25/2024

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PRODUCER

The Partners Group
11850 SW 67th Avenue, Suite 100
Portland Oregon, 97223

THE PARTNERS GROUP

CONTACT NAME: Phillip Naples
PHONE (A/C, No, Ext): (360) 502-7815 **FAX (A/C, No):**
E-MAIL ADDRESS: serviceteam@tpgrp.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Underwriters at Lloyd's London	15642
INSURER B :	Hartford Underwriters Insurance Company	30104
INSURER C :	Travelers Casualty and Surety Company of America	31194
INSURER D :		
INSURER E :		
INSURER F :		

INSURED

BERK Consulting, Inc
2200 Sixth Ave, Suite 1000
Seattle Washington, 98121

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B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	Y	52SBABG9G2F	09/18/2024	09/18/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000.00 $ 1,000,000.00 $ 10,000.00 $ 2,000,000.00 $ 4,000,000.00 $ 4,000,000.00 $
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y	Y	52SBABG9G2F	09/18/2024	09/18/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000.00 $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE X DED RETENTION $ $10,000	Y	Y	52SBABG9G2F	09/18/2024	09/18/2025	EACH OCCURRENCE AGGREGATE $	$ 2,000,000.00 $ 2,000,000.00 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		52SBABG9G2F	09/18/2024	09/18/2025	PER STATUTE X OTH-ER STOP GAP E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000.00 $ 1,000,000.00 $ 1,000,000.00
A	Professional Liability			W16985241101	09/18/2024	09/18/2025	Each Claim General Aggregate	$2,000,000.00 $2,000,000.00

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

R0010864 Climate Impact and Resilience Planning with Comprehensive Plan Update
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Spokane Washington, 99201

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AUTHORIZED REPRESENTATIVE

Phillip Naples

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	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Cyber Liability			W16985241101	09/18/2024	09/18/2025	Each Claim	$2,000,000.00
							General Aggregate	$2,000,000.00

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AUTHORIZED REPRESENTATIVE

Phillip Naples

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	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
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								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Employment Practices Liability			52SBABG9G2F	09/18/2024	09/18/2025	Each Claim	$25,000.00
							General Aggregate	$25,000.00

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	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
C	ERISA Bond			106640464	03/01/2023	03/01/2026	Limit	$500,000.00

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Phillip Naples

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Coe, Melanie

From: Pitsnogle, Catherine
Sent: Friday, November 1, 2024 12:50 PM
To: Coe, Melanie
Cc: Pfister, Terri
Subject: RE: COI to OnBase
Attachments: 24-25 COI City of Spokane.pdf

Hi Melanie!

I spoke with Laura because I wasn't sure what was needed on the COI for OPR 2024-0292 and she said this COI should be able to cover both OPR's because they are just different phases of the same study, and there wasn't anything extra listed on OPR 2024-0292 under the insurance section that wasn't already covered under the insurance section of OPR 2024-0910 , so it should be good to be uploaded to OPR 2024-0292 as well.

Good catch though as this was definitely provided for OPR 2024-0910 in the first place, I appreciate you looking into this!

Thank you!

Cat Pitsnogle, Accounting Clerk | City of Spokane
509.625.6388 | cpitsnogle@spokanecity.org | spokanecity.org
FIND US LIKE US FOLLOW US
7:00 – 16:30

From: Coe, Melanie <mcoe@spokanecity.org>
Sent: Tuesday, October 29, 2024 12:45 PM
To: Pitsnogle, Catherine <cpitsnogle@spokanecity.org>
Cc: Aga, Laura <laga@spokanecity.org>; Pfister, Terri <tpfister@spokanecity.org>
Subject: RE: COI to OnBase

Hi Catherine,

I'm so sorry, the attached certificate applies to the new contract with BERK that was just approved by Council yesterday, which is OPR 2024-0910. I know this because of the description of operations contained on the certificate:

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule,
R0010864 Climate Impact and Resilience Planning with Comprehensive Plan Update
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If you could get one from them that applies to OPR 2024-0292, and send it to us, I'll be very happy to upload it to OnBase. In the meantime, I'll upload this one to OPR 2024-0910. 😊

Thanks!

Mel

Melanie (Mel) Coe, NGU NLF | City of Spokane | City Clerk's Office | Office Clerk Specialist
Schedule: 9-5:30, Monday through Friday, with lunch from 2-2:30 and break from 4-4:30
808 W. Spokane Falls Boulevard, Spokane, WA 99201-3342
509.625.6360 | *fax* 509.625.6217 | mcoe@spokanecity.org

"Everything can be taken from a man but one thing: the last of the human freedoms—to choose one's attitude in any given set of circumstances, to choose one's own way." – Viktor Frankl

ADVISORY: Please be advised the City of Spokane is required to comply with the Public Records Act Chapter 42.56 RCW. This act establishes a strong state mandate in favor of disclosure of public records. As such, the information you submit to the City via email, including personal information, may ultimately be subject to disclosure as a public record.

From: Pitsnogle, Catherine <cpitsnogle@spokanecity.org>
Sent: Tuesday, October 29, 2024 7:48 AM
To: Clerks - City of Spokane <Clerks@SpokaneCity.org>
Subject: COI to OnBase

Good morning,

When you have a moment, could you please add the attached COI for Berk Consulting to OnBase under OPR 2024-0292?

Thank you!

Cat Pitsnogle, Accounting Clerk | City of Spokane
509.625.6388 | cpitsnogle@spokanecity.org | spokanecity.org

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7:00 – 16:30

From: Murphy, Maren <mmurphy@spokanecity.org>
Sent: Monday, October 28, 2024 8:57 AM
To: Pitsnogle, Catherine <cpitsnogle@spokanecity.org>
Subject: RE: Batch 040466

See attached!

Maren Murphy, AICP *(she/her)* | City of Spokane | Senior Planner | Planning Services
509-625-6737 | *main* 509-625-6500 | mmurphy@spokanecity.org | my.spokanecity.org

From: Pitsnogle, Catherine <cpitsnogle@spokanecity.org>
Sent: Friday, October 25, 2024 7:57 AM
To: Murphy, Maren <mmurphy@spokanecity.org>
Subject: FW: Batch 040466

Good morning, Maren,

When you have a moment, could you please ask Berk Consulting for their new Certificate of Insurance? I can get it uploaded to OnBase!

Thank you!

Cat Pitsnogle, Accounting Clerk | City of Spokane
509.625.6388 | cpitsnogle@spokanecity.org | spokanecity.org

7:00 – 16:30

From: Aga, Laura <laga@spokanecity.org>
Sent: Friday, October 25, 2024 7:51 AM
To: Pitsnogle, Catherine <cpitsnogle@spokanecity.org>
Subject: Batch 040466

Hi,
Just a note – please ask the dept. to obtain and file an updated insurance certificate for Berk Consulting. The current one expired 9/18/24. I will go ahead and approve their Sept 1-30 invoice as the majority of work occurred prior to the expiration.

Thanks,
Laura

Laura Aga | City of Spokane | Contracts & Business Standards Officer
509.625.6251 | laga@spokanecity.org| spokanecity.org

Emails and attachments sent to or from the City, including personal information, are presumptively public records that are subject to disclosure. - Chapter 42.56 RCW

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 07/28/2025

Committee Agenda type: Consent

Council Meeting Date: 08/18/2025

Date Rec'd	7/24/2025		
Clerk's File #	OPR 2024-0567		
Cross Ref #			
Project #			
Submitting Dept	POLICE	**Bid #**	
Contact Name/Phone	SHAWNA 879-9304	**Requisition #**	
Contact E-Mail	SERNST@SPOKANEPOLICE.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	PDILLON ZZAPPONE BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	0680 - CRIMETRACER (FORMERLY COPLINK) RENEWAL		

Agenda Wording

Spokane Police Department seeks approval for the annual renewal of CrimeTracer software.

Summary (Background)

Annual renewal of CrimeTracer software (formally CopLink). Annual amount $61,420.00 plus tax. This is funded via a designated COPLINK administration fund and has no impact on the 2025 general fund. COPLINK software is used to share police reports and other information with our regional partner agencies.

What impacts would the proposal have on historically excluded communities?

This software is utilized to share crime information with regional partner agencies (Spokane County Sheriff's Office, Cheney Police Department, etc…). The data and reports that are shared include all crimes regardless of the demographics of victims/suspects/etc. Sharing data with regional partners can help victims from all backgrounds including historically excluded communities since it provides more situational awareness for law enforcement. For example, if a victim of domestic violence has been victimized in multiple jurisdictions, law enforcement can respond differently based on the totality of the circumstances.

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

We do not plan to collect data concerning the effect of police report/crime data sharing by different demographic groups since we share the vast majority of our data with our partners (there are some restrictions due to State law).

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

We do not plan to collect data regarding the effectiveness of COPLINK, since we have had the solution in place for many years.

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 system aligns with the SPD Strategic Plan which prioritizes partnership with regional law enforcement agencies.

Council Subcommittee Review

Public Safety Committee on 07/14/2025

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 66,948.00
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

Funded for 2025 using reserves from a dedicated CrimeTracer fund (funds collected from SPD and regional partners).

Amount		Budget Account
Expense	$ 66,948.00	# 1560-11160-21140-54820-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Reserves

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	HALL, KEVIN	PS EXEC REVIEW	YATES, MAGGIE
Division Director	HALL, KEVIN		
Accounting Manager	SCHMITT, KEVIN		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

Nancy Drake ndrake@soundthinking.com	SPDExecutiveStaff@spokanepolice.org
SPDFinance@spokanecity.org	cseidel@spokanepolice.org

City Clerk's No. OPR 2024-0567

CITY OF SPOKANE
POLICE DEPARTMENT

CONTRACT RENEWAL

Title: CRIMETRACER SUBSCRIPTION WITH LICENSING, MAINTENANCE AND SUPPORT

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE POLICE DEPARTMENT** as ("City"), a Washington municipal corporation, and **FORENSIC LOGIC, LLC,** 39300 Civic Center Drive, Suite 300, Freemont, California 94538-2337, 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 On-Line CrimeTracer Software Subscription with licensing, maintenance and support; and

WHEREAS, the original Contract needs to be formally renewed by this written Contract Renewal Document.

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

1. CONTRACT DOCUMENTS.
The original Contract, dated July 25, 2024 and July 29, 2024, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This Contract Renewal shall become effective on May 1, 2025 and shall run through April 30, 2026.

3. COMPENSATION.
The City shall pay a maximum amount not to exceed **SIXTY-ONE THOUSAND FOUR HUNDRED TWENTY AND NO/100 DOLLARS ($61,420.00)**, plus applicable sales tax, in accordance with Company's Quote dated May 30, 2025, 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 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.

FORENSIC LOGIC, LLC

By_____
Signature Date

_____
Type or Print Name

_____
Title

Attest:

_____
City Clerk

CITY OF SPOKANE
POLICE DEPARTMENT

By_____
Signature Date

_____
Type or Print Name

_____
Title

Approved as to form:

_____
Assistant City Attorney

Attachments that are part of this Agreement:

Certification Regarding Debarment
Company's Quote dated May 30, 2025

25-150

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:

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

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

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

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

   1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

   2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

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

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

CrimeTracer™

Quote

Forensic Logic, LLC, a SoundThinking Company
39300 Civic Center Dr., Suite 300
Fremont, CA 94538-2337

DATE 5/30/2025
Quote # 18599
Customer ID Spokane, WA

Quote For:
Chris Seidel
cseidel@spokanepolice.org
(509) 625-4107

Quote For:
City of Spokane
Police Department
1100 West Mallon Avenue
Spokane, WA 99260

Quote valid until: 6/30/2025
Prepared by: N Drake

Comments or Special Instructions:
Renewal of CrimeTracer Annual Subscription Services for an additional one-year term (May 1, 2025 through April 30, 2026).

SALES DIRECTOR:	Marc Meole	**TERMS:**	Net 30

QUANTITY	DESCRIPTION	PRICE	TAXABLE?	AMOUNT
1	Annual CrimeTracer Subscription Services for 05/01/2025 through 04/30/2026.	$56,420	Yes	$56,420
1	CrimeTracer One-Time Service Set-Up Fee: Axon RMS	$5,000	Yes	$5,000
			SUBTOTAL	$61,420
			TAX RATE	9.00%
			SALES TAX	$5,528
			OTHER	$0
			TOTAL	$66,948

An invoice will be issued once a new contract is approved and executed.
SoundThinking is not responsible for any third-party vendor fees (if required) to export data.

If you have any questions concerning this quote, please contact
Nancy Drake - Account Manager at 520.437.3823 or ndrake@soundthinking.com

SOUNDTHINKING™ for greater public safety™

SafetySmart™ PLATFORM

STATE OF WASHINGTON

BUSINESS LICENSE

Issue Date: Mar 14, 2025

Limited Liability Company

Unified Business ID #: 604234051
Business ID #: 001
Location: 0002
Expires: Mar 31, 2026

FORENSIC LOGIC, LLC
STE 300
39300 CIVIC CENTER DR
FREMONT CA 94538-2337

CITY/COUNTY ENDORSEMENTS:

SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue

STATE OF WASHINGTON

UBI: 604234051 001 0002

Expires: Mar 31, 2026

FORENSIC LOGIC, LLC
STE 300
39300 CIVIC CENTER DR
FREMONT CA 94538-2337

SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE

Director, Department of Revenue

IMPORTANT!

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

General Information

Post this Business License in a visible location at your place of business.

If you were issued a Business License previously, **destroy the old one and post this one in its place.**

Login to My DOR at dor.wa.gov if you need to make changes to your business name, location, mailing address, telephone number, or business ownership.

Telephone: 360-705-6741

Endorsements

All endorsements should be renewed by the expiration date that appears on the front of this license to avoid any late fees.

If there is no expiration date, the endorsements remain active as long as you continue required reporting. Tax Registration, Unemployment Insurance, and Industrial Insurance endorsements require you to submit periodic reports. Each agency will send you the necessary reporting forms and instructions.

For assistance or to request this document in an alternate format, visit http://business.wa.gov/BLS or call (360) 705-6741. Teletype (TTY) users may use the Washington Relay Service by calling 711.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/19/2025

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

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

PRODUCER Woodruff-Sawyer & Co. 50 California Street, Floor 12 San Francisco CA 94111	**CONTACT NAME:** WS Certificates **PHONE (A/C, No, Ext):** 844-972-6326 **FAX (A/C, No):** **E-MAIL ADDRESS:** certificates@woodruffsawyer.com
INSURED SSTINC0-01 Forensic Logic, LLC 39300 Civic Center Drive, Suite 300 Fremont, CA 94538	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Navigators Specialty Insurance Company — 36056 **INSURER B :** AXIS Surplus Insurance Company — 26620 **INSURER C :** Gemini Insurance Company — 10833 **INSURER D :** Hartford Accident & Indemnity — 22357 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1699266172 **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	
C	X **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y		VMGP005519	8/15/2024	8/15/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
D	**AUTOMOBILE LIABILITY** X ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			57UENBE9027	8/15/2024	8/15/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Deductible	$ 1,000,000 $ $ $ $ 1,000
B	X **UMBRELLA LIAB** ☒ OCCUR **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			P00100122782402	8/15/2024	8/15/2025	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	E&O/Cyber Liability Retroactive date: 08/01/22			CH24PTLZ0BC8VIC	8/15/2024	8/15/2025	Per Claim/Aggregate:	$3,000,000

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

Excess E&O/Cyber Liability
Carrier: Admiral Insurance Company. NAIC #24856.
Policy No: XE00000086903.
Policy Period: 8/1/2024 to 8/15/2025.
Per Claim/Aggregate: $2M XS $3M.

See Attached...

CERTIFICATE HOLDER

The City of Spokane
808 W. 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

Zoe Overbay

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AGENCY CUSTOMER ID: SSTINC0-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY Woodruff-Sawyer & Co.	NAMED INSURED Forensic Logic, LLC 39300 Civic Center Drive, Suite 300 Fremont, CA 94538
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

RE: Interest ID: 13306853.
Index ID: 4119961.

The City of Spokane, its officers and employees are included as additional insured as respects General Liability to the extent provided in the attached form.

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The ACORD name and logo are registered marks of ACORD

Policy Number: VMGP005519 **CG 20 10 12 19**
Insured Name: SoundThinking, Inc.
Number: 48 **Effective Date:11/13/2024**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

Schedule	
Name Of Additional Insured Person(s) Or Organization(s)	**Location(s) Of Covered Operations**
Any person or organization when you have agreed in a written and executed contract, prior to an "occurrence", that such person or organization be added as an additional insured on your policy.	All locations for which you have agreed in a written and executed contract prior to an "occurrence".
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

 © Insurance Services Office, Inc., 2018

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

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

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

All other terms and conditions of this Policy remain unchanged.

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Policy Number: VMGP005519 **CG 20 37 12 19**
Insured Name: SoundThinking, Inc.
Number: 49 **Effective Date: 11/13/2024**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

Schedule	
Name Of Additional Insured Person(s) Or Organization(s)	**Location And Description Of Completed Operations**
Any person or organization when you have agreed in a written and executed contract, prior to an "occurrence", that such person or organization be added as an additional insured on your policy.	All locations and completed operations for which you have agreed in a written and executed contract prior to an "occurrence."
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

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

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

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

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

All other terms and conditions of this Policy remain unchanged.

 © Insurance Services Office, Inc., 2018

STATE OF WASHINGTON

Department of Labor & Industries

Certificate of Workers' Compensation Coverage

March 18, 2025

WA UBI No.	604 234 051
L&I Account ID	661,376-00
Legal Business Name	FORENSIC LOGIC LLC
Doing Business As	FORENSIC LOGIC LLC
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Quarter 4 of Year 2024 "0" Workers
Account Representative	Employer Services Help Line, (360) 902-4817
Licensed Contractor?	No

What does "Estimated Workers Reported" mean?

Estimated workers reported represents the number of full time position requiring at least 480 hours of work per calendar quarter. A single 480 hour position may be filled by one person, or several part time workers.

Industrial Insurance Information

Employers report and pay premiums each quarter based on hours of employee work already performed, and are liable for premiums found later to be due. **Industrial insurance accounts have no policy periods, cancellation dates, limitations of coverage or waiver of subrogation** (See RCW 51.12.050 and 51.16.190).

Agenda Sheet for City Council:

Committee: PIES **Date:** 07/21/2025

Committee Agenda type: Consent

Council Meeting Date: 08/18/2025

Date Rec'd	7/11/2025		
Clerk's File #	OPR 2025-0552		
Cross Ref #			
Project #			
Submitting Dept	STREETS	**Bid #**	SOURCEWELL
Contact Name/Phone	CLINT HARRIS 625-7744	**Requisition #**	CR 27714
Contact E-Mail	CEHARRIS@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	BWILKERSON JBINGLE KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	1100 - PURCHASE AND INSTALLATION OF BRITESPAN BUILDING		

Agenda Wording

The Street Department is seeking approval for the purchase of a material storage building from Greystone Construction Company and the installation of the building by Greystone Construction Company at a cost of $141,520.00 (not including additional tariff costs at the time of shipping).

Summary (Background)

The Street Department is seeking to add additional storage space at the Street Departments Operations Complex for materials used during the winter months to maintain roads across the City. Storage at this location is more central within the City and will benefit Street Maintenance crews to add materials at this site. The contractor, Greystone Construction Company, was selected from Sourcewell Contract #33592.

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?

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$** 141,520.00
Current Year Cost	**$** 141,520.00
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Expense	**$** 141,520.00	**#** 1100-21800-94420-56301-23022
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	One-Time

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

Approvals		**Additional Approvals**	
Dept Head	HARRIS, CLINT E.	**PURCHASING**	PRINCE, THEA
Division Director	FEIST, MARLENE		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
Nate Lamusga nlamusga@greystoneconstruction.com	ceharris@spokanecity.org
jwthomas@spokanecity.org	kaiumu@spokanecity.org
streetaccounting@spokanecity.org	rrinderle@spokanecity.org

City Clerk's No. OPR 2025-0552

City of Spokane

PUBLIC WORKS AGREEMENT

Title: FURNISH AND INSTALL BRITESPAN ATLAS SERIES BUILDING

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **GREYSTONE CONSTRUCTION COMPANY,** whose address is 2995 Winners Circle Drive, Suite 200, Shakopee, Minnesota 55379 as ("Contractor"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the purpose of this Agreement is to Furnish and Install a 65 x 60 Britespan Atlas Series Building; and

WHEREAS, the Contractor was selected from Sourcewell Contract No. 33592.

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

1. TERM OF AGREEMENT.
The term of this Agreement begins on August 1, 2025, and ends on November 30, 2025, unless amended by written agreement or terminated earlier under the provisions

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

3. SCOPE OF WORK.
The Contractor's General Scope of Work for this Agreement is described in Contractor's Contract No. 071223-BRT, which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Agreement controls.

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

4. COMPENSATION / PAYMENT.
Total compensation for Contractor's services under this Agreement shall be a maximum amount not to exceed **ONE HUNDRED FORTY-ONE THOUSAND FIVE HUNDRED TWENTY AND NO/100 DOLLARS** (**$141,520.00**), not including sales tax if applicable, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Company shall submit its applications for payment to the Streets Department, Administration Office, 901 North Nelson Street, Spokane, Washington 99202. All invoices should include the City Clerk's File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

5. TAXES, FEES AND LICENSES.

A. Contractor shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Contractor's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

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

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

8. RETAINAGE IN LIEU OF BOND.
The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. In lieu of a one hundred percent (100%) payment/performance bond, in accord with RCW 39.08.010, the City shall retain ten percent

(10%) of the contract sum for thirty (30) days after date of final acceptance or until receipt of required releases and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

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

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

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

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

agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

13. INSURANCE.

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

A. **Worker's Compensation Insurance** in compliance with RCW 51, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of $1,000,000.

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

i. Acceptable supplementary Umbrella coverage combined with Contractor's General Liability insurance policy must be a minimum of $2,000,000, in order to meet the insurance coverage limits required in this Agreement; and;

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

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Contractor shall furnish a current and acceptable Certificate of Insurance (COI). The certificate shall specify all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

14. SUBCONTRACTOR RESPONSIBILITY.

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

15. INDEPENDENT CONTRACTOR.
The Contractor is an independent Contractor. This Agreement does not intend the Contractor to act as a City employee. The City has neither direct nor immediate control over the Contractor nor the right to control the manner or means by which the Contractor works. Neither the Contractor nor any Contractor employee shall be an employee of the City. This Agreement prohibits the Contractor to act as an agent or legal representative of the City. The Contractor is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Contractor shall pay all income and other taxes as due.

16. ASSIGNMENT AND SUBCONTRACTING.
The Contractor shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Contractor shall incorporate by reference this Agreement, except as otherwise provided. The Contractor shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Contractor from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

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

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

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

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

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

22. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.
The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Agreement.

The Contractor guarantees and warranties all work, labor and materials under this Agreement for two (2) years following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Agreement. This warranty is in addition to any manufacturers' or other warranty in the Agreement documents.

23. REMEDIES.
In the event of a breach by either party, of any of their obligations under this Agreement, each party, in addition to being entitled to exercise all rights granted by law and under this Agreement, including recovery of damages, will be entitled to seek specific performance of its rights under this Agreement. The parties agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach of any of the provisions of this Agreement and hereby further agree that, in the event of any action for specific performance in respect of such breach, it shall waive the defense that a remedy at law would be adequate.

24. MISCELLANEOUS PROVISIONS.
A. **Amendments/Modifications**: The City may modify this Agreement and order changes in the work whenever necessary or advisable. The Contractor may accept modifications when ordered in writing by the City, and the Agreement time and compensation will be adjusted accordingly.
B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.
C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
D. **Captions**: The titles of sections or subsections are for convenience only and do not define or limit the contents.
E. **Severability**: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
F. **Waiver**: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
G. **Entire Agreement**: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Agreement documents and applicable laws, codes,

ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.

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

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

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

GREYSTONE CONSTRUCTION COMPANY	**CITY OF SPOKANE**
By_____	By_____
Signature Date	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 – Debarment Certification
Exhibit B - Contractor's Contract No. 071223-BRT
25-152

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.

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

EXHIBIT B

GREYSTONE
CONSTRUCTION

Sourcewell Formerly NJPA
Awarded Contract
Contract # 071223-BRT

CONTRACT

(Labor and Material)

This Contract is entered into this **11th** day of **June 2025**, by and between Owner, and Greystone Construction Company, Contractor.

Owner	City of Spokane	Sourcewell Member ID:	# 33592
Address	808 W. Spokane Falls Blvd	Phone:	509-755-2489
City State/Zip	Spokane, WA 99201	County:	Spokane

1. **The Work**. Contractor agrees to perform, and Owner agrees to accept, the work described below ("Work"), subject to the terms and conditions stated herein: **Furnish and install:**

   65'x60' Britespan Atlas Series Building
   Per Attached Exhibits

2. **Contract Price.** Owner agrees to pay to Contractor for the Work the sum of **One Hundred Forty-Five Thousand Five Hundred Twenty Dollars and no /100 ($141,520.00),** as adjusted by additions to and deletions from the Work that have been agreed to by the parties in writing.

3. **Payment Terms**. Payment of the Contract Price shall be made as follows:

   Monthly Progress Billing will be issued and Due Net 30 from date of Invoice.

   Payments due and unpaid hereunder shall bear interest from the date payment is due at the rate of **18%** or, in the absence thereof, at the legal rate prevailing at the place the Work is performed.

4. **Insurance**. Contractor shall secure and maintain a policy of commercial general liability insurance with coverage limits that are customary for the type of Work being performed. Owner shall secure and maintain policies of property and general liability insurance which include coverage for the Work. The parties waive all rights against each other and any of their agents and employees for damages caused by the other to the extent such damages are covered by any of the insurance policies required herein. Prior to the commencement of the Work, each party shall deliver to the other certificates of insurance evidencing the existence of the required insurance.

5. **Claims for Consequential Damages.** The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

6. **Covenant/Completion of the Work**. Contractor shall complete the Work in approximately **120** days from the execution of Contract. If the progress of the Work is delayed by inclement weather, delays in delivery of materials, acts of God or other casualties or causes beyond Contractor's control, then the time to commence and/or complete the Work herein shall be extended accordingly.

7. **Indemnification**. Contractor shall indemnify and hold harmless the Owner, its agents and employees, from and against any claims, damages, losses and expenses, arising out of or resulting from the performance of the Work, but only to the extent caused solely by the negligent acts or omissions of Contractor, its subcontractors, anyone directly or indirectly employed by Contractor.

8. **Warranty.** Owner agrees to look exclusively to the manufacturer for any warranties covering the materials (including any design and engineering requirements of the materials) used in the performance of the Work. Contractor makes no warranty, express or implied, regarding the materials or the design and engineering requirements of the materials. The manufacturer's warranty is expressly in lieu of all other warranties covering the materials, including any warranty of merchantability or fitness for a particular purpose or use, which are hereby expressly disclaimed by Contractor. Owner agrees to complete any warranty registration cards required in order to activate any manufacturers' warranties, and to deliver the completed warranty registration cards to the Contractor upon completion of the Work. Contractor warrants

only that its labor will be of good quality and workmanship and free of defects for a period of one (1) year from completion of the Work. Contractor does not provide, and shall not be responsible for, any of the design and engineering requirements of the Project, except as follows: **Building Engineering and Foundation Engineering.** Owner agrees that all other design and engineering requirements for the Project shall be the Owner's responsibility.

9. **Remedy**. If Contractor breaches Contractor's labor warranty as set forth above, or if Contractor breaches this Contract, Owner's sole remedy against Contractor shall be the repair or replacement of the defective Work, as mutually agreed to by the Owner and Contractor. Notwithstanding anything to the contrary herein, under no circumstances, unless agreed to in writing by both Contractor and Owner, shall Contractor be liable to Owner, or to anyone else, for any costs or damages, including without limitation, any incidental, indirect, specific or consequential damages of any kind, resulting from Contractor's breach of warranty, or breach of this agreement, or from Contractor's negligence or other actions or failure to act, including without limitation, costs or damage resulting from defects in the Work.

10. **Permits by Owner**. Owner shall obtain and pay for the building permit and any other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

11. **Condition of Site**. Owner shall provide Contractor with information regarding the condition of the site prior to commencement of construction, including surveys, soils reports and information regarding underground utilities, tanks or other buried equipment or obstructions. Contractor shall not be responsible for damage to underground utilities, tanks or other buried equipment or obstructions not disclosed to Contractor prior to commencement of the Work.

12. **Use of Site**. Owner shall provide Contractor with open access to the site for purposes of performing the Work. Owner shall maintain the site including access in and around the building in a manner that allows the contractor to complete the work without limitation for the duration of construction.

13. **Clean Up**. Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work.

14. **Governing Law**. This Contract shall be governed by the laws of the place where this project is located.

15. **Assignment**. Neither party may assign the Contract without the written consent of the other.

16. **Entire Agreement**. This Contract, together with attached Exhibits **A – E** constitute the entire agreement between the Contractor and the Owner with respect to the Work. The Contract may be amended or modified only by writing signed by both of the parties.

OWNER: _____ _____

Signature _____ _____

By _____ _____

Title _____ _____

Date _____ _____

This contract is not binding until signed by Greystone Construction Company. A copy of the executed contract should be sent to you within 10 days. If this contract is not accepted by Greystone Construction Company, the contract will become null and void and all down payments will be returned to you.

CONTRACTOR: GREYSTONE CONSTRUCTION COMPANY

Signature _____

By _____

Title _____

Date _____

GREYSTONE
CONSTRUCTION

EXHIBIT A

Owner's Responsibilities:

- Promptly remove snow from base of cover and area surrounding building
- Do not allow storage or accumulation of any material that would come in contact with structural supports, walls or fabric cover.
- Proper ventilation is required to prevent condensation.

Standard Exclusions:

Building Permit	Dewatering
Site Surveys	Frost Ripping
Subsurface Investigation	Bedrock Excavation and Backfill
Unforeseen Subsurface Conditions	Utility Hookup Charges
Soil Correction Work	Winter Conditions
Contaminated Soil Clean up and Disposal	Winter Heat and Cover

Customer Signature _____ Date _____

GREYSTONE
CONSTRUCTION

EXHIBIT B

Waiver

I hereby give Greystone Construction Company permission to use photographs and/or video footage taken of me, my or my company's property and/or statements made by me or my company, in any and all future productions and/or publications without remuneration or liability. I understand that the above may be used for promotional purposes, both nationally and internationally.

Furthermore, I give Greystone Construction Company permission to edit any of the aforementioned photographs, video footage and/or statements for brevity, clarity or aesthetic purposes.

COMPANY NAME: _____

YOUR NAME: _____

TITLE: _____

ADDRESS: _____

_____

PHONE #: _____

EMAIL: _____

SIGNATURE: _____

DATE: _____

GREYSTONE
CONSTRUCTION

EXHIBIT C

Foundation Installation Release

It is agreed and understood that the customer has elected to arrange for the installation of the footings/foundation by a party other than Greystone Construction Company.

In this, Greystone Construction Company is released from any and all responsibility related to the installation of the footings/foundations.

It is to be understood that any defect or failure in the installation of the footings/foundation system which result in damage to the Fabric Structure will cause the Fabric Structure warranty to be voided.

Any disagreement, labor dispute or claim resulting from incorrect installation of the footings/foundations will not involve Greystone Construction Company or the Fabric Structure Manufacturer.

Customer Signature	Date
Printed Name	Title
Greystone Representative Signature	Date

GREYSTONE
CONSTRUCTION

EXHIBIT D

Scope of Work & Pricing

to be performed by Greystone Construction

Sourcewell Furnish & Install Budget Price:

- (1) 65’ x 60’ Atlas L10 Series Building
- Truss spacing 12’ on center
- 12.5 ounce, 23 mil polyethylene Non-FR fabric
  - Single piece cover design
- Building designed per ASCE7-16 (IBC 2021)
  - Fabric type: ASTM E-84 (NON-FR)
  - Occupancy category: CAT 2 (MODERATE HAZARD)
  - Roof Snow Load: 30 lbs.
  - Ground snow load: 39 lbs.
  - Wind Load: 115 MPH wind
  - Wind Exposure: C
  - Site conditions: Ce = 0.9 Exposed
  - Collateral Load: 0
  - No sprinklers
  - No conveyor loads
  - Seismic Design Category: C
  - Stamped engineered building drawings included
- (1) Fabric end wall with steel framing with (4) 3’ x 3’ mesh vents in back end
- (1) open end wall
- Hot dipped galvanized bolt and purlin upgrades
- Building to be installed on concrete bunker block foundations – **Foundation by Others**
  - Engineered foundation drawings **Included**
  - Assumes existing soils has minimum bearing capacity of 2,500 PSF
- Hot Dipped Galvanized Anchor Bolts
- Freight allowance of $9,000 included
  - Contract will be updated to reflect actual freight amount at time of shipment
- 9.1% Washington Excise and Sales Tax **Included**
- Tariffs - **Excluded**
- **Prevaling Wage Rates Included**
- Provide all necessary labor and equipment to complete items noted above

Sourcewell Building Materials Price:	**$55,392.70**
Installation, Taxes, and General Conditions Price:	**$86,127.30**
Potential Tariffs, if required:	**TBD**
Total Sourcewell Price:	**$141,520.00 + TBD**

See exclusions on last page

GREYSTONE
CONSTRUCTION

Market Provisions:

- Greystone is committed to being your trusted team partner on your project. We are asking all of our clients recognize the volatility of our markets and understand we are providing current pricing for budgeting purposes with the need to adjust final project pricing based on the markets at the actual time of the order. It's important to provide you with the best value for your project, and we do not want to speculate where the actual market rates will be at the time of procurement and/or delivery.
- Pricing does not include current or future tariffs, surcharges, price escalation, or fees (Tariffs). Cost of Tariffs will be applied at the actual time of border crossing into the United States. (i.e., many wholesalers and manufacturers are not committing to pre-determined pricing for pre-ordered materials. These materials are priced at the time of the delivery.) Due to extremely volatile markets, pricing shall be re-evaluated at time of procurement and/or delivery. Any savings or additional cost would be communicated with Owner prior to procurement and/or delivery.
- Price increases will be assigned as contingency. Unless Greystone specifically outlines a contingency value in our proposal or scope of work, it is recommended that the Owner carry a contingency.
- Construction schedule may be affected by material shortages or lead times beyond our control. Any shortages or lead time issues will be communicated with the owner. Evaluation of alternatives will be reviewed, and the contract schedule or costs may be adjusted accordingly.
- Unless noted otherwise budget pricing is valid for 15 days

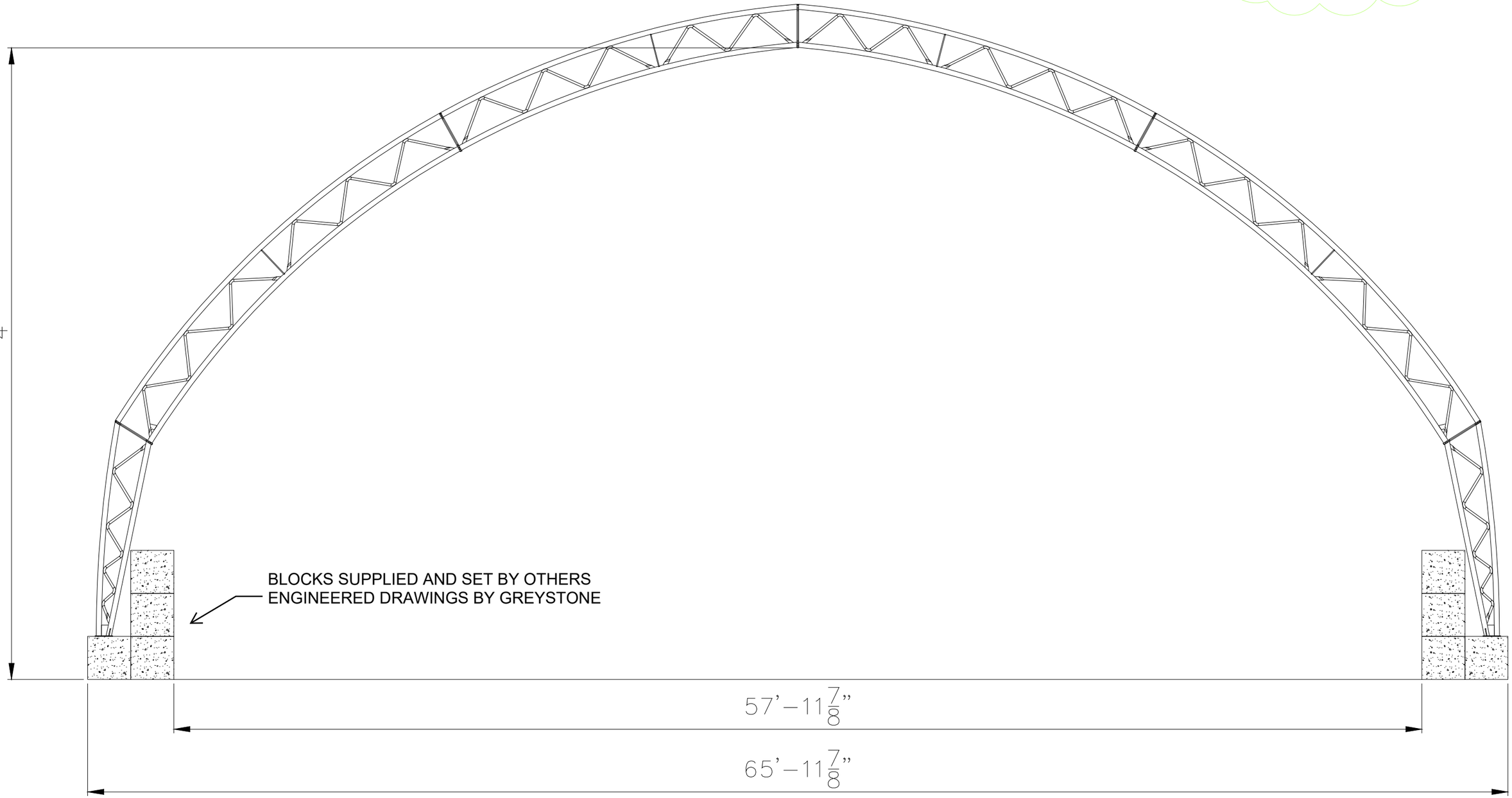
GREYSTONE
CONSTRUCTION

Exclusions – Items not included, but may apply to overall project:

- Architectural and Civil Engineering
- Foundations
- Permits & Fees
- Union labor
- Payment and performance bonds
- Emergency Responder Communication Enhancement System
- FR Fabric
- US Steel – Building is fabricated in Canada using Canadian steel
- Alternate foundation design if proposed design isn't suitable for existing site
- Testing & special inspections by owner – Soil borings, soils testing, concrete testing, bolt inspection, etc
- Site work including, but not limited to: soil corrections, granular base material under floor and bunker panels, excavation and backfill, site prep, import or export of materials, dewatering, etc
- Assumed entire building footprint is clear along with 50' clear on all four sides for staging/erection and building engineering requirements
- Site specific safety requirements
- Bituminous paving or concrete – interior and exterior slabs and aprons
- Bunker panel toe extensions, dowels, or earth anchors unless noted otherwise
- Exterior aprons & stoops at doors
- Geotextile liner under building
- Doors – Overhead & personnel
- Insulation, interior liner panel or stainless steel cables
- All electrical & mechanical systems
- All winter conditions

EXHIBIT E

NOT FOR CONSTRUCTION



GREYSTONE CONSTRUCTION

DATE:	6-11-25
NOT FOR CONSTRUCTION	
DRAWN BY:	ML
CHK'D BY:	XX

DRAWING
A1

February 1st, 2024

From: Director of Business Development, USA
To: Whom it may concern

RE: BRITESPAN BUILDING SYSTEMS USA AUTHORIZED DEALER – CY 2024

Greetings,

This letter is to verify the below dealership is as authorized Britespan Dealer in the United States:

1. Greystone Construction, MN

This dealer is associated and authorized to use the Sourcewell Vendor Contract below. This awarded contract can be found here: https://www.sourcewell-mn.gov/search?keyword=Britespan

George Lawless
Director, Business Development USA
Britespan Building Systems Inc.
425 Orbiting Dr, Suite A
Mosinee, WI 54455 USA
Office 800-407-5846 | Mobile 715-301-5490

Britespan

Fabric structures

#071223-BRT

Maturity Date: 8/18/2027

Website: britespanbuildings.com/sourcewell

Products & Services

Buy Sourcewell

Documents

Contact Information

Contract

Competitive Solicitation Documentation

- **Request for Proposal (RFP)**
- **Proof of Publication**
- **Proposal Opening Record**
- **Proposal Evaluation**
- **Comment & Review**
- **Board Resolutions**

Pricing Documentation

Information in this file is subject to change

- **Contract 071223-BRT-Price Information**

Have questions about a contract or cooperative purchasing?

Contact our dedicated team online or call 877-585-9706.

Buy Sourcewell

Login to unlock more contract features.

Username

Username

Password

Password

Log In

Forgot username or password?

Setup Buy Sourcewell access

Register for an account

Simply complete the online application, contact our dedicated team, or call 877-585-9706.

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License Information:

New search Back to results

Entity name: GREYSTONE CONSTRUCTION COMPANY DBA GREYSTONE CONSTRUCTION COMPANY OF WA

Business name: GREYSTONE CONSTRUCTION COMPANY

Entity type: Profit Corporation

UBI #: 604-219-135

Business ID: 001

Location ID: 0001

Location: Active

Location address:
2995 WINNERS CIRCLE DRIVE
STE 200
SHAKOPEE MN 55379

Mailing address:
2995 WINNERS CIRCLE DRIVE
STE 200
SHAKOPEE MN 55379-2690

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane General Business - Non-Resident				Active	Jun-30-2026	Jun-25-2025

Owners and officers on file with the Department of Revenue

Owners and officers	Title
O'BRIEN, KEVIN	

Registered Trade Names

Registered trade names	Status	First issued
GREYSTONE CONSTRUCTION COMPANY OF WA	Active	Feb-22-2018

The Business Lookup information is updated nightly. Search date and time: 6/26/2025 7:37:41 AM

GREYCON-01 BHOFFMAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/19/2025

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

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

PRODUCER
Christensen Group, Inc.
9855 W 78th Street
Suite 100
Eden Prairie, MN 55344-8004

CONTACT NAME: Becka Hoffman
PHONE (A/C, No, Ext): (952) 653-1133 FAX (A/C, No):
E-MAIL ADDRESS: bhoffman@christensengroup.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Phoenix Insurance Company	25623
INSURER B : Travelers Property Casualty Co	36161
INSURER C : The Travelers Indemnity Co.	25658
INSURER D : St Paul Surplus Lines Ins Co	30481
INSURER E :	
INSURER F :	

INSURED
Greystone Construction Company
2995 Winners Circle Dr
Shakopee, MN 55379

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			COA8964651	4/1/2025	4/1/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			810A8964208	4/1/2025	4/1/2026	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB X CLAIMS-MADE			CUPA8986495	4/1/2025	4/1/2026	AGGREGATE	$ 10,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)	N / A		UBA9909819	4/1/2025	4/1/2026	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Pollution Liability			041N86575LB	4/1/2025	4/1/2026	Each Condition	5,000,000
D	Prof. Liability			041N86575LB	4/1/2025	4/1/2026	Each Act/Error	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
"THIS INSURANCE IS ISSUED PURSUANT TO THE MINNESOTA SURPLUS LINES INSURANCE ACT. THE INSURER IS AN ELIGIBLE SURPLUS LINES INSURER BUT IS NOT OTHERWISE LICENSED BY THE STATE OF MINNESOTA. IN CASE OF INSOLVENCY, PAYMENT OF CLAIMS IS NOT GUARANTEED."

Frame Limit for PC 1-8 $5,000,000
Frame Limit for PC 9-10 $2,500,000
Joisted Masonry Limit for PC 1-8 $5,000,000
Non-Combustible Limit for PC 1-8 $20,000,000
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER
City of Spokane
808 W 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

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AGENCY CUSTOMER ID: GREYCON-01 BHOFFMAN

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Christensen Group, Inc.		Greystone Construction Company 2995 Winners Circle Dr Shakopee, MN 55379 Scott
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Non-Combustible Salt Shed Limit $2,500,000
Masonry Non-Combustible or Better Limit $25,000,000

City of Spokane and its officers and employees are included as Additional Insureds under the General Liability on a Primary basis when required by written contract.

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Agenda Sheet for City Council:

Committee: PIES **Date:** 07/21/2025

Committee Agenda type: Consent

Council Meeting Date: 08/18/2025

Date Rec'd	6/11/2025		
Clerk's File #	OPR 2022-0711		
Cross Ref #			
Project #			
Submitting Dept	WASTEWATER MANAGEMENT	**Bid #**	IRFP 4372-17
Contact Name/Phone	JEFF DONOVAN 625-4638	**Requisition #**	
Contact E-Mail	JDONOVAN@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	BWILKERSON JBINGLE KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	4320-RIVERSIDE PARK WATER RECLAMATION - CONTRACT - SAMPLE TESTING		

Agenda Wording

Contract renewal one of two with ALS Group USA Corp, Houston, TX for stormwater and wastewater sample testing. Term October 19, 2025 to October 18, 2026 for a cost not to exceed $77,568.00 plus any applicable taxes.

Summary (Background)

The City of Spokane, through its Riverside Park Water Reclamation Facility is required to seek analytical services for the High-Resolution Gas Chromatographic/Mass Spectrometric (HRGC/HRMS) analysis of stormwater and wastewater samples. This testing includes monitoring of polychlorinated biphenyls (PCBs), brominated flame retardants, and dioxin. These samples are collected to comply with Department of Ecology required testing of toxic pollutants of concern to the Spokane area.

What impacts would the proposal have on historically excluded communities?

N/A - Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.

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

N/A - This work is designed to manage costs and continue service delivery in support of all citizens and taxpayers and maintain compliance with regulatory requirements.

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

N/A - 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?

This work is consistent with all City Policies and Procedures and is required to maintain compliance with regulatory requirements.

Council Subcommittee Review

PIES July 21st, 2025

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 77,568.00
Current Year Cost	$ 77,568.00
Subsequent Year(s) Cost	$ one more option to renew

Narrative

Amount		Budget Account
Expense	$ 77,568.00	# 4320.43260.35148.54950
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Program Revenue

Is this funding source sustainable for future years, months, etc?

Yes

Expense Occurrence	Recurring

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

Samples are pulled and the cost is recurring in small increments.

Approvals		Additional Approvals	
Dept Head	ARRINGTON, KYLE		
Division Director	FEIST, MARLENE		
Accounting Manager	KECK, KATHLEEN		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

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kkeck@spokanecity.org	mmurray@spokanecity.org
Tax & Licenses	rpwrfaccounting@spokanecity.org
tlester@spokanecity.org	

City Clerk's No. OPR 2022-0711

City of Spokane

CONTRACT RENEWAL
1 of 2

Title: **HRGC/HRMS ANALYSIS OF ENVIRONMENTAL SAMPLES**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **ALS GROUP USA CORP.,** whose 10450 Stancliff Road, Houston, Texas 77099 as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Company shall perform HRGC/HRMS Analysis of Environmental Samples; and

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

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

1. CONTRACT DOCUMENTS.
The Contract, dated October 18, 2022 and October 19, 2022, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATES.
This Contract Renewal shall become effective October 19, 2025 and end October 18, 2026.

3. COMPENSATION.
The City shall pay a maximum additional cost in the amount of **SEVENTY-SEVEN THOUSAND FIVE HUNDRED SIXTY-EIGHT AND 00/100 DOLLARS ($77,568.00)**, excluding taxes, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

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

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

ALS GROUP USA CORP.

By_____
Signature Date

_____
Type or Print Name

_____
Title

CITY OF SPOKANE

By_____
Signature Date

_____
Type or Print Name

_____
Title

Attest:

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Attachments that are part of this Agreement:
Exhibit A – Certification regarding Debarment

25-138

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.

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

From: Donovan, Jeffery <jdonovan@spokanecity.org>
Sent: Tuesday, June 10, 2025 3:31 PM
To: Barnhart, Heather <hbarnhart@spokanecity.org>
Subject: RE: ALS - City of Spokane Contract Renewal

Hi Heather,

I would say to use $77,568 for the new contract amount, just to be consistent with how I calculated the total before. The sample numbers are high-end estimates – so honestly we could probably get by without even changing the total. Probably best just to stay consistent though I would think and bump it up a bit. Below is my math, if you were curious:

Analyte	Matrix	# of samples per year	ALS Unit Cost 2025	ALS Total Cost
PCBs	Water	62	$ 625.00	$ 38,750.00
PCBs	Solids	3	$ 625.00	$ 1,875.00
PBDEs	Water	39	$ 625.00	$ 24,375.00
PBDEs	Solids	3	$ 625.00	$ 1,875.00
TCDD	Water	34	$ 289.00	$ 9,826.00
TCDD	Solids	3	$ 289.00	$ 867.00
		Annual Cost		$ 77,568.00

Thanks,

Jeff

From: Donovan, Jeffery
Sent: Monday, June 09, 2025 10:06 AM

To: Barnhart, Heather <hbarnhart@spokanecity.org>
Subject: RE: ALS - City of Spokane Contract Renewal

That should work, I think. I'll double-check the math when I get back to the office tomorrow, but the annual total just came from the estimated number of samples per year.

Thank you!

Jeff

On Jun 9, 2025 9:59 AM, "Barnhart, Heather" <hbarnhart@spokanecity.org> wrote:

Hi Jeff –

If I am doing my math correctly – I took the expense of $73,840 and added 5%, which is $3,692 for a new year total of $77,532. Is that correct? I can upload the email as the quote, but want to double check my numbers as I can't find exactly how the numbers got added up other than you reward recommendation letter.

No rush on this either – If you are out, we can work on this tomorrow or the next day.

Heather

From: Donovan, Jeffery <jdonovan@spokanecity.org>
Sent: Monday, June 09, 2025 9:27 AM
To: Barnhart, Heather <hbarnhart@spokanecity.org>
Subject: Fw: ALS - City of Spokane Contract Renewal

Hi Heather,

As we discussed last week, looks like ALS Canada would like to renew their contract with a 5% increase. Let me know if you need anything else to get the renewal going.

Thanks,

Jeff

STATE OF WASHINGTON

BUSINESS LICENSE

Issue Date: Jan 24, 2025

Profit Corporation

Unified Business ID #: 602998939
Business ID #: 001
Location: 0002
Expires: Jul 31, 2025

ALS GROUP USA, CORP.
1317 S 13TH AVE
KELSO WA 98626-2845

UNEMPLOYMENT INSURANCE - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE

TAX REGISTRATION - ACTIVE

CITY/COUNTY ENDORSEMENTS:

SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE

LICENSING RESTRICTIONS:

Not licensed to hire minors without a Minor Work Permit.

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue

STATE OF WASHINGTON

UBI: 602998939 001 0002

ALS GROUP USA, CORP.
1317 S 13TH AVE
KELSO WA 98626-2845

FOLD HERE

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE

FOLD HERE

Expires: Jul 31, 2025

Director, Department of Revenue

IMPORTANT!

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

General Information

Post this Business License in a visible location at your place of business.

If you were issued a Business License previously, **destroy the old one and post this one in its place.**

Login to My DOR at dor.wa.gov if you need to make changes to your business name, location, mailing address, telephone number, or business ownership.

Telephone: 360-705-6741

Endorsements

All endorsements should be renewed by the expiration date that appears on the front of this license to avoid any late fees.

If there is no expiration date, the endorsements remain active as long as you continue required reporting. Tax Registration, Unemployment Insurance, and Industrial Insurance endorsements require you to submit periodic reports. Each agency will send you the necessary reporting forms and instructions.

For assistance or to request this document in an alternate format, visit http://business.wa.gov/BLS or call (360) 705-6741. Teletype (TTY) users may use the Washington Relay Service by calling 711.

Ref. No. 320010616818

CERTIFICATE OF INSURANCE

Aon Reed Stenhouse Inc.
777 Dunsmuir Street, Suite 1700
Vancouver BC V7Y 1K4
tel 604-688-4442 *fax* 604-682-4026

Re: Evidence of Insurance

REP#: 5715-22

City of Spokane
Attention : Purchasing
4th Floor, City Hall
808 W. Spokane Falls Blvd.
Spokane, WA 99201-3316
USA

Insurance as described herein has been arranged on behalf of the Insured named herein under the following policy(ies) and as more fully described by the terms, conditions, exclusions and provisions contained in the said policy(ies) and any endorsements attached thereto.

Insured

ALS Canada Ltd
2103 Dollarton Highway
North Vancouver, BC V7H 0A7

Coverage

Commercial General Liability	**Insurer**	XL Specialty Insurance Company	
Policy #	CA00001985LI24A		
Effective	30-Sep-2024	**Expiry**	30-Sep-2025
Limits of Liability	Bodily Injury & Property Damage, Each Occurrence $2,000,000 Policy may be subject to a general aggregate and other aggregates where applicable		

Automobile Owners Form	**Insurer**	Intact Insurance Company	
Policy #	RF7043643		
Effective	30-Sep-2024	**Expiry**	30-Sep-2025
Limits of Liability	Third Party Liability - O.A.P.1 $2,000,000 Civil Liability - Q.P.F.1 $2,000,000 Third Party Liability - S.P.F.1 $2,000,000		

Additional Insured

Only with respect to the above and arising out of the Named Insured's operations are the following name(s) added to the policy as Additional Insured(s). The policy limits are not increased by the addition of such Additional Insured(s) and remain as stated in this Certificate.

City, its officers and employees where required by written contract or written agreement with respect to Commercial General Liability

Cancellation / Termination

THE POLICY CONTAINS A CLAUSE THAT MAY LIMIT THE AMOUNT PAYABLE
OR, IN THE CASE OF AUTOMOBILE INSURANCE,
THE POLICY CONTAINS A PARTIAL PAYMENT OF LOSS CLAUSE
THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICY

AON

The Insurer will endeavour to provide THIRTY (30) days written notice of cancellation/termination to the addressee except that statutory or policy conditions (whichever prevails) will apply for non-payment of premium.

THIS CERTIFICATE CONSTITUTES A STATEMENT OF THE FACTS AS OF THE DATE OF ISSUANCE AND ARE SO REPRESENTED AND WARRANTED ONLY TO City of Spokane. OTHER PERSONS RELYING ON THIS CERTIFICATE DO SO AT THEIR OWN RISK.

Dated : 16-January-2025

Aon Reed Stenhouse Inc

Agenda Sheet for City Council:

Committee: PIES **Date:** 07/21/2025

Committee Agenda type: Consent

Council Meeting Date: 08/18/2025

Date Rec'd	7/15/2025
Clerk's File #	OPR 2025-0553
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	WASTEWATER MANAGEMENT
Contact Name/Phone	JAMES "TREY" X7908
Contact E-Mail	JGEORGE@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Council Sponsor(s)	BWILKERSON JBINGLE KKLITZKE
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** YES
Agenda Item Name	4330 - 6PPD PROJECT FUNDING CONSENT REQUEST

Agenda Wording

The City of Spokane Stormwater program is requesting consent to accept direct, non-grant funding from Washington State Department of Ecology to perform a study to determine how stormwater catch basins affect the mobility of 6PPDQ. 6PPDQ is a recently discovered chemical that ranges from toxic to lethal for salmonid fish species (i.e. salmon and trout). 6PPDQ is formed when 6PPD (an anti-degradation chemical added to tires) reacts with air, and it collects on roadways where it is picked up by stormwater and transported into rivers and streams. The behavior of 6PPDQ in the environment and impact on wildlife is currently being determined. Ecology is providing direct, non-grant 100% reimbursable funding to projects that will determine how existing stormwater best management practices affect the mobility of 6PPDQ.

Summary (Background)

The City of Spokane submitted a 6PPDQ project proposal to Ecology on July 8, 2025 (attached) to monitor stormwater at two catch basins during the 2025/2026 wet season (October-March) to determine the potential of existing stormwater catchments to sequester 6PPDQ. The estimated budget for the proposed project is $88,362.21 and it is 100% reimbursable with direct, non-grant Ecology funds. It is anticipated that Ecology will accept the 6PPDQ project proposal by the end of July 2025, and will initiate a contract agreement with the City of Spokane for funding in early- to mid-August 2025.

What impacts would the proposal have on historically excluded communities?

Funding is being offered to study an all-inclusive toxic chemical ubiquitous to all roadways.

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 scientific data collected will be reported to Ecology to determine what additional mitigation measures may be needed for a recently discovered toxic chemical.

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

The project inherently collects scientific data on stormwater pollutants, The collection of data demonstrates that the project has been successful.

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 performance of an Ecology funded monitoring program for a newly discovered contaminant of concern aligns with the Integrated Clean Water Plan.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 88,362.21
Current Year Cost	$ 30,000
Subsequent Year(s) Cost	$ 58,000

Narrative

A draft contract agreement between the City of Spokane and Ecology for $88,362.21 of 100% reimbursable direct, non-grant funds is being developed to perform 6PPDQ monitoring (see attached)

Amount		Budget Account
Revenue	$ 88362.21	# 4330-98817-99999-33431-10255
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	

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

Approvals		Additional Approvals	
Dept Head	GENNETT, RAYLENE		
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	sspence@spokanecity.org
kkeck@spokanecity.org	jgeorge@spokanecity.org
Tax & Licenses	rgennett@spokanecity.org
rkirby@spokanecity.org	

PPDQ Project Funding Consent Request
Committee Briefing Paper
Public Infrastructure, Environment & Sustainability Committee

Committee Date	July 21, 2025
Submitting Department	Wastewater Management – Storm Sewer Maintenance
Contact Name	James George III (Trey)
Contact Email & Phone	jgeorge@spokanecity.org & 509-625-7908
Council Sponsor(s)	Kitty Klitzke
Select Agenda Item Type	☒ Consent ☒ Discussion Time Requested:
Agenda Item Name	6PPD Project Funding Consent Request
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	The City of Spokane Stormwater program is requesting consent to accept direct, non-grant funding from the Washington State Department of Ecology to perform a study to determine how stormwater catch basins affect the mobility of 6PPDQ. 6PPDQ is a recently discovered chemical that is ranges from toxic to lethal for salmonid fish species (i.e. salmon and trout). 6PPDQ is formed when 6PPD (an anti-degradation chemical added to tires) reacts with air, and it collects on roadways where it is picked up by stormwater and transported into rivers and streams. The behavior of 6PPDQ in the environment and impact on wildlife is currently being determined. Ecology is providing direct, non-grant, 100% reimbursable funding to projects that will determine how existing stormwater best management practices affect the mobility of 6PPDQ. The City of Spokane submitted a 6PPDQ project proposal to Ecology on July 8, 2025 (attached) to monitor stormwater at two catch basins during the 2025/2026 wet season (October-March) in order to determine the potential of existing stormwater catchments to sequester 6PPDQ. The estimated budget for the proposed project is $88,362.21 and it is 100% reimbursable with direct, non-grant Ecology funds. It is anticipated that Ecology will accept the 6PPDQ project proposal by the end of July 2025, and will initiate a contract agreement with the City of Spokane for funding in early- to mid- August 2025.

Fiscal Impact

Approved in current year budget? ☐ Yes ☒ No ☐ N/A

Total Cost: $88,362.21 (100% reimbursable)

Current year cost: ~$30,000

Subsequent year(s) cost: ~58,000

Narrative: A draft contract agreement between the City of Spokane and Ecology for $88,362.21 of 100% reimbursable direct, non-grant funds is being developed to perform 6PDDQ monitoring (see attached).

Funding Source ☒ One-time ☐ Recurring ☐ N/A

Specify funding source: Select Funding Source*
Is this funding source sustainable for future years, months, etc? N/A

Expense Occurrence ☒ One-time ☐ Recurring ☐ N/A

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

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

- What impacts would the proposal have on historically excluded communities?

  N/A. Funding is being offered to study an all-inclusive toxic chemical ubiquitous to all roadways.

- 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 scientific data collected will be reported to Ecology to determine what additional mitigation measures may be needed for a recently discovered toxic chemical.

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

  The project inherently collects scientific data on stormwater pollutants. The collection of data demonstrates that the project has been successful

- 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 performance of an Ecology funded monitoring program for a newly discovered contaminant of concern aligns with the Integrated Clean Water Plan.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

Proposal to Monitor Stormwater Catchments on Arterial Streets in the City of Spokane for 6PPD-q

BACKGROUND

The chemical *N*-(1,3-dimethylbutyl)-*N*′-phenyl-1,4-benzenediamine (6PPD) is a degradation inhibitor that is added to tires that reacts with ozone to form 6PPD-quinone (6PPD-q). 6PPD-q is deposited along roadways as tires wear and it is readily transported by stormwater runoff into municipal storm sewer systems and local waterways and fisheries. 6PPD-q exhibits varying levels of toxicity to fish in the Salmonidae family (e.g. salmon and trout), where it is acutely toxic to Rainbow trout and lethal to Coho salmon. The Redband trout is a subspecies of Rainbow trout that is the iconic fish of the Spokane River. Redband trout populations in the Spokane River have been severely reduced potentially due, in part, to pollutants in stormwater discharges such as 6PPD-q.

Stormwater catch basins are designed to capture soil particles and sediment transported in stormwater runoff, and then convey the stormwater to points of discharge (i.e. swales and outfalls). Aqueous stormwater pollutants (e.g. metals, organic chemicals, nutrients, etc.) may adsorb to soil and sediment suspended in stormwater at levels that are dependent on pollutant specific chemical properties. Capturing stormwater solids in catch basins also sequesters the pollutants adsorbed to the solid particles. It is unknown to what extent gray stormwater infrastructure, specifically catch basins, removes 6PPD-q from stormwater runoff, if at all.

Municipal stormwater runoff in the City of Spokane is typically collected by gray stormwater infrastructure, which includes over 21,000 publicly owned catch basins, for conveyance to infiltration structures and/or outfalls to the Spokane River. The behavior of 6PPD-q in the city's catch basins needs to be better understood to adequately address the protection of Spokane River water quality and health of the Redband trout.

PROJECT OVERVIEW

This project aims to determine the potential of City of Spokane Type-1 catch basins to remove 6PPD-q from urban stormwater runoff by monitoring stormwater influent and effluent at two catch basin locations to determine the extent that 6PPDQ is retained in the catchement. The stormwater monitoring stations will be established at catch basins on a minor and principal arterial with average daily traffic counts of 5,001–10,000 and 10,001–25,000, respectively.

Catch Basin & Manhole Modifications

Sampling equipment and temporary stormwater storage reservoirs will be set up in two catch basins and their corresponding two downstream manholes (4 locations in total) to monitor influent and effluent stormwater. The catch basins and manholes will be modified by installing catch basin inserts, equipment mounting hardware, and other appurtenances to set up the monitoring system. Catch basin inserts will be installed in each of the two catch basins to house a reservoir that will collect and temporarily store influent stormwater. Mounting hardware will be installed in each of the downstream manholes to suspend storage reservoirs that will collect effluent stormwater from the

corresponding upstream catch basin discharge pipe. The effluent stormwater pipes in the downstream manholes will be isolated from other stormwater entering the manhole by a sewer snout appurtenance.

Stormwater Monitoring System

Autosamplers will be mounted inside each of the catch basins and corresponding downstream manholes (4 in total) to collect catch basin influent and effluent stormwater samples. Figure 1 illustrates the influent sampling system configuration, which consists of a catch basin insert with strainer, ISCO GLS Autosampler with Teledyne actuator, and a temporary stormwater storage reservoir. The temporary storage reservoir will be installed in the catch basin insert strainer directly below the vaned grate to collect stormwater as it enters the catch basin. Anchoring hardware will be installed inside the barrels of the catch basins to suspend the auto sampler above the water line. The pump intake hose and the autosampler actuator will be secured inside the temporary storage reservoirs to trigger sampling and collect samples.

The effluent autosamplers will be mounted in the downstream manholes similarly to the influent autosamplers, however the temporary storage reservoirs will be installed underneath the catch basins effluent pipe and covered by a sewer snout to isolate the sample container from other stormwater sources in the manhole. Figure 2 illustrates the effluent sampling system configuration.

Figure 1. Influent monitoring set-up

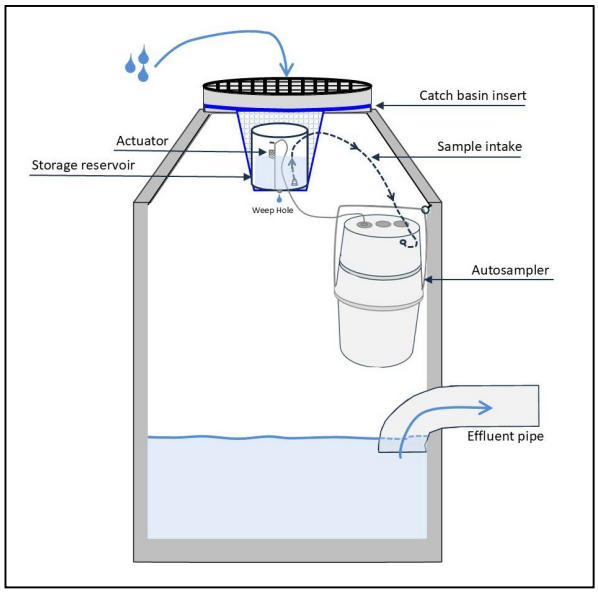
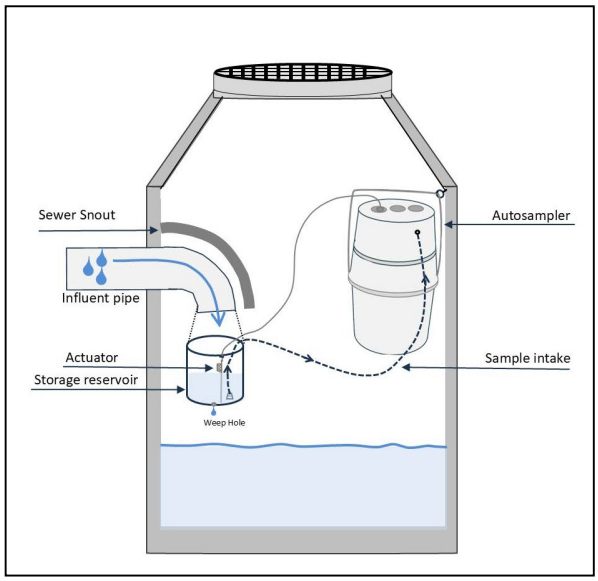


Figure 2. Effluent monitoring set-up



Stormwater Sampling

Composite stormwater samples of catch basin influent and effluent will be collected from two catch basins during the October 2025 – March 2026 wet season for up to 10 storms in order to determine the effects of the stormwater catchments on the behavior of 6PPD-q. NOAA forecasts will be monitored daily to identify promising storm events. When a qualifying storm event is anticipated (to be defined in the project QAPP), autosamplers will be deployed to each of the monitoring stations and set up to be ready to capture influent and effluent samples. The autosamplers will be programed to capture representative samples once triggered to collect samples for the anticipated duration of the predicted

storm. The stormwater samples will be analyzed by Manchester Environmental Labs in Port Orchard, WA for the parameters identified in Table 1.

Table 1. Laboratory Analyses of Catch Basin Stormwater

Analyte	**Name**
6PPD-q	*N*-(1,3-dimethylbutyl)-*N'*-phenyl-1,4-benzenediamine quinone
PCB Congeners	Polychlorinated Biphenyl Congeners
TPH DRO	Total Petroleum Hydrocarbons Diesel Range Organics
SVOCs	Semi Volatile Organic Compounds
Oil & Grease	Oil & Grease
CBOD	Chemical Biological Oxygen Demand
NH3	Ammonia
Total P	Total Phosphorous
Zn (dissolved)	Dissolved Zn
Zn (total)	Total Zinc
Cu (dissolved)	Dissolved Copper
Cu (total)	Total Copper
TSS	Total Suspended Solids

The autosamplers will be recovered immediately following the storm event to prepare the samples for shipment to the laboratory under chain of custody protocols. The composite sample collected in the carboy of the autosampler will be used to fill sample bottles for each of the stormwater parameters in Table 1. The samples will be immediately placed in a cooler on ice, and couriered to FedEx for overnight shipment to Manchester Environmental Laboratory for analysis the Table 1 pollutants.

Sediment Sampling

Sediment samples will be collected from the catch basin sump during the post-storm retrieval of the autosamplers for 3 correlated storm events and analyzed for a sub-set of the stormwater parameters. Sediment samples will be collected with a long reach sample collection device, containerized, and shipped to Manchester Environmental Laboratory under and chain of custody protocols. Table 2 lists the analytical constituents that will be monitored in the sediment per this project.

Table 2. Laboratory Analyses of Catch Basin Sediment

Analyte	**Name**
6PPD-q	*N*-(1,3-dimethylbutyl)-*N'*-phenyl-1,4-benzenediamine quinone
PCB Congeners	Polychlorinated Biphenyl Congeners
SVOCs	Semi Volatile Organic Compounds
Zn (total)	Total Zinc
Cu (total)	Total Copper

PROJECT TASKS

The project will be separated into seven specific tasks to include project administration, site preparation, QAPP development, storm event forecasting and preparation, sample collection, laboratory analysis, and data management and reporting. The estimated costs per task are identified in Table 3 for city personnel, consultant staff, and equipment, among others.

Task 1 - Project Administration

Project administration tasks include oversight and coordination of the municipal staff that will contribute to the project at different times for the duration of the project, management of a contract that city will be enter into with a consultant (or similar private sector entity) to perform the sample collection tasks, and administration of the agreement with Ecology for the project funding.

Task 2 – Site Preparation

Two catch basins and two corresponding downstream manholes need to be modified to house a reservoir to temporarily store influent, and an autosampler to collect a representative sample from the reservoir while maintaining sample integrity. Figures 1 and 2 illustrate the catch basin/manhole modification designs that include installation of proprietary collection appurtenances for temporary stormwater storage and the sampling equipment.

Task 3 - Quality Assurance Project Plan

A Quality Assurance Project Plan (QAPP) will be developed that will contain the detailed approaches and requirements specific to the monitoring, sampling, data evaluation, and the reporting aspects of this project. The draft QAPP will be submitted to Ecology for review, revised to address the comments received, and submitted to Ecology for final approval.

Task 4 - Storm Event Forecasting and Preparation

The National Oceanic and Atmospheric Administration (NOAA) weather forecast for the Spokane region will be monitored daily during normal business hours to determine if a storm that meets the qualifying criteria defined in the QAPP is predicted. Upon identification of a qualifying storm, field personnel will be triggered to program autosamplers to collect samples across the projected storms hydrograph to obtain composite samples representative of the storm event. The autosampler programming protocol will be described in detail in the QAPP. The programed autosamplers will be deployed at the four dedicated locations prior to the storm event in order to collect stormwater influent and effluent samples at two locations.

Task 5 - Sample Collection

The autosamplers will be retrieved following the storm event during business hours. The composited stormwater will be transferred in the field from the autosamplers' carboy to individual sample bottles for each of the monitored parameters for each of the influent and effluent samples. The sample bottles will be immediately placed in a cooler, preserved on ice, couriered to FedEx, and shipped overnight to the laboratory for analysis under chain of custody protocols. Sediment samples will be collected following three of the ten storm events and will follow the same protocols as the stormwater samples. The laboratory will be notified that the samples have been shipped.

Task 6 – Laboratory Analysis

Manchester Environmental Laboratory in Port Orchard, WA, maintains an Ecology laboratory accreditation for all of the pollutants listed in Table 1, among others. Stormwater samples collected during this project will be shipped overnight to the Manchester lab. The lab will analyze the stormwater samples for the constituents identified in Table 1, validate the data with standard quality assurance and quality control procedures, generate a lab data report with QA/QC information and a narrative, and provide the report for each monitoring event to both the City of Spokane and Ecology. The Manchester lab will provide analytical services for this project in accordance with a contractual agreement with Ecology, and the invoices for Manchester's analytical services will be billed directly to Ecology.

Task 7 - Data Management and Reporting

City of Spokane staff will develop a database to manage laboratory data during the project. Project staff will review the laboratory reports provided by the Manchester Environmental Lab to confirm the data validation, and enter the data into the project analytical database. The data will be used to calculate pollutant removal efficiencies, identify pollutant concentration trends, and identify pollutant correlations, which will be thoroughly addressed in the project QAPP. A final report will be developed at the end of the study and provided to Ecology that will present the data and discuss any observed trends or notable observations.

ESTIMATED BUDGET

The estimated budget for this project is broken down by task for municipal staff and consulting personnel, equipment and materials, and laboratory analyses for the time, equipment, and materials to sample stormwater influent and effluent at two catch basin locations The estimated project cost summary is provided as Table 3 below and included detailed costs are included as Table 4.

Table 3. Estimated Project Cost Summary

Task Number	Task Name	Estimated Costs
1	Project Administration	$12,948.21
2	Site Preparation	$5,581.86
3	Quality Assurance Project Plan	$9,620.18
4	Storm Event Forecasting and Preparation	$27,253.76
5	Sample Collection	$9,555.00
6	Laboratory Analysis	$16,509.20
7	Data Management and Reporting	$14,554.32
--	Equipment & Materials	$8,848.89
	Total	**$104,871.41**
	Total minus lab	**$88,362.21**

Table 4. Estimated Project Costs

Personnel Tasks, Equipment/Materials, & Laboratory	Project Personnel										
	Environmental Manager	Environmental Analyst	Principle Engineer	Wastewater Supervisor	Engineering Tech III	Wastewater Specialist	Wastewater Laborer II	Consulting Engineer	Consultant Geologist	Laboratory Expenses	Equipment & Materials
Rate	$198.30	$157.12	$235.15	$160.74	$124.89	$115.33	$102.83	$227.50	$136.50	--	--
Task 1 - Project Administration											
Manage contracts (Ecology & consultant)	$6,940.66	$1,571.17									
Municipal Staff Oversight	$3,966.09		$470.29								
Task 2 - Site Preparation											
Modify catch basins for sampling (design & 1 day fieldwork)	$793.22	$314.23	$940.59	$321.48	$1,248.91	$1,037.93	$925.50				
Task 3 - Quality Assurance Project Plan											
Develop QAPP	$3,966.09	$4,713.50	$940.59								
Task 4 - Storm Event Forecasting and Preparation											
Monitor for storms & prepare sampling equipment (10 events)		$11,783.76						$4,550.00	$10,920.00		
Task 5 - Sample Collection											
Stormwater sampling (10 events)									$9,555.00		
Task 6 – Analytical Data Analysis †											
Overnight shipping ($100 x 10)										$1,000.00	
Analytical ($1551 x 10)										$15,509.20	
Task 7 - Data Management and Reporting											
Manage data	$2,974.57	$4,713.50									
Final report	$2,974.57	$3,142.34			$749.34						
Equipment & Materials ‡											
Catch basin sampling materials											$4,440.00
Autosampler appertunances and materials											$4,408.89
Subtotal	$21,615.19	$26,238.50	$2,351.47	$321.48	$1,998.25	$1,037.93	$925.50	$4,550.00	$20,475.00	$16,509.20	$8,848.89

Notes:

† Laboratory costs billed directly to Ecology from contracted lab

‡ Equipment and material costs

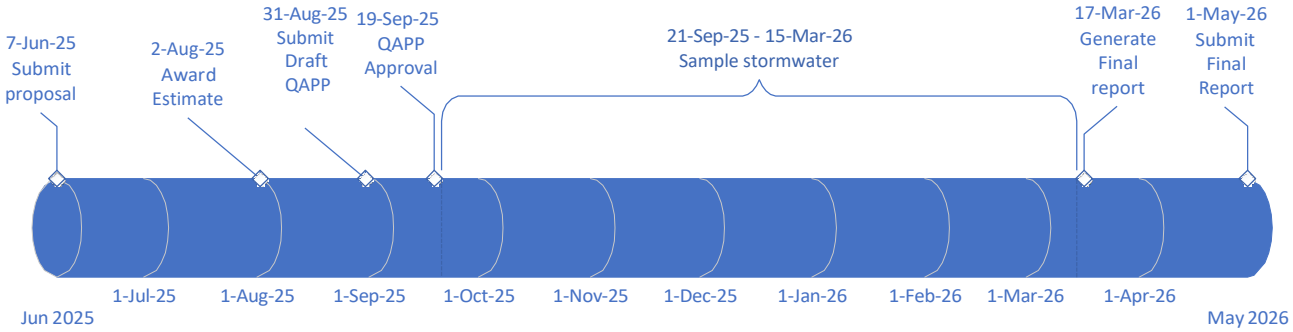
- Teledyne Actuators ($1000 x 4)
- ISCO Pump Tubing ($200 x 2)
- ISCO PolyE Tubing ($40 x 1)
- Catch basin inserts ($1800 x 2)
- 5 gal buckets w/lid ($10 x 6)
- Sewer Snout ($549)
- Mounting hardware ($200)

Subtotal Personnel	$79,513.32
Subtotal Equipment	$8,848.89
Subtotal Lab	$16,509.20
Total minus lab	$88,362.21
Total	**$104,871.41**

ESTIMATED SCHEDULE

The City of Spokane is ready to immediately begin ordering equipment and appurtenances, modify the catchments, and write the project QAPP upon entering into a contract with Ecology for funding. Modifications to the catchments and preparation of the sampling equipment for deployment in the field can be complete prior to the start of the 2025-2026 wet season (October 2025 to March 2026), in the case that the QAPP is approved in September. Figure 3 details the estimated project schedule.

Figure 3. Estimated Project Schedule



Agenda Sheet for City Council:

Committee: PIES **Date:** 07/21/2025

Committee Agenda type: Discussion

Council Meeting Date: 08/18/2025

Date Rec'd	7/16/2025		
Clerk's File #	OPR 2025-0436		
Cross Ref #			
Project #	2024063		
Submitting Dept	ENGINEERING SERVICES	**Bid #**	
Contact Name/Phone	DAN BULLER 6391	**Requisition #**	
Contact E-Mail	DBULLER@SPOKANECITY.ORG		
Agenda Item Type	Engineer Construction Contract		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	0370 - SPRAGUE/ALKI/BROADWAY GRIND & OVERLAY CHANGE ORDER #1		

Agenda Wording

Change Order No. 1 for the contract with Inland Asphalt Company for the Sprague/Alki/Broadway Grind & Overlay project relating to street and water main improvements for $1,500,000.

Summary (Background)

Because bids for the Sprague-Broadway/Alki Grind & Overlay came in $800,000 below the engineer's estimate, the city requested and received permission from WSDOT to spend that savings to rebuild (rather than just grind & overlay) the two westbound lanes on Sprague between Freya & Havana (excluding the intersections). The estimated cost is approximately $500,000. In conjunction with that improvement, the water department will replace the 110 year old water main beneath the pavement at an estimated cost of just under $1 million. The age of a water main will not survey a full reconstruction above it. If approved by the Council, this work will be processed as a change order to the existing contract.

What impacts would the proposal have on historically excluded communities?

Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, distribute public investment throughout the community, and respond to gaps in services identified in various City plans.

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?

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?

This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$** 1,500,000
Current Year Cost	**$** 1,500,000
Subsequent Year(s) Cost	**$**

Narrative

Pending budget transfer for the Water portion of this project.

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	One-Time
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	One-Time

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

Approvals		**Additional Approvals**	
Dept Head	BULLER, DAN		
Division Director	FEIST, MARLENE		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

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mvallen@spokanecity.org	

Agenda Sheet for City Council:

Committee: PIES **Date:** 06/16/2025

Committee Agenda type: Consent

Council Meeting Date: 08/18/2025

Date Rec'd	4/14/2025		
Clerk's File #	OPR 2025-0554		
Cross Ref #			
Project #	2024067		
Submitting Dept	ENGINEERING SERVICES	**Bid #**	
Contact Name/Phone	DAN BULLER 6391	**Requisition #**	
Contact E-Mail	DBULLER@SPOKANECITY.ORG		
Agenda Item Type	Engineer Construction Contract		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	0370 - LOW BID AWARD - 3RD AVENUE STEVENS TO DIVISION GRIND AND		

Agenda Wording

Low Bid of (to be determined at bid opening) (City, ST) for {project name and number} - $__. An administrative reserve of $___, which is 10% of the contract, will be set aside. (Riverside Neighborhood Council)

Summary (Background)

This federally funded project grinds and overlays Division Street from Stevens to Division Streets including minor stormwater and water improvements, curb ramps, etc. and is planned for construction next year. Next year, a related project will grind and overlay 3rd Avenue to the west (Maple to Stevens). On _____, bids were opened for the above project. The low bid from (to be determined at bid opening) in the amount of $___, which is $__ or __% (above/below) the Engineer's Estimate of $_____. ___ other bids were received as follows: (to be determined). All information will be provided prior to the council vote date.

What impacts would the proposal have on historically excluded communities?

Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, distribute public investment throughout the community, and respond to gaps in services identified in various City plans.

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?

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?

This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 1,250,000.00
Current Year Cost	$ 1,250,000.00
Subsequent Year(s) Cost	$

Narrative

This project is funded by a federal grant.

Amount		Budget Account
Expense	$ 1,250,000.00	# 3200 95164 95300 56501 86162
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	BULLER, DAN		
Division Director	FEIST, MARLENE		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

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Agenda Sheet for City Council:

Committee: PIES **Date:** 07/21/2025

Committee Agenda type: Consent

Council Meeting Date: 08/18/2025

Date Rec'd	4/14/2025
Clerk's File #	OPR 2025-0584
Cross Ref #	
Project #	2025045

Submitting Dept	ENGINEERING SERVICES	**Bid #**	
Contact Name/Phone	DAN BULLER 6391	**Requisition #**	
Contact E-Mail	DBULLER@SPOKANECITY.ORG		
Agenda Item Type	Engineer Construction Contract		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	0370 - 2025 ADAPTIVE DESIGN TRAFFIC CALMING PROJECT 1 2025045		

Agenda Wording

Contract with Road Products, LLC (Spokane Valley, WA) for 2025 Adaptive Design Traffic Calming Project 1 2025045 - $212,000.00. An administrative reserve of $21,200.00, which is 10% of the contract, will be set aside. (Various Neighborhoods)

Summary (Background)

Road Products LLC was selected from an Invitation to Bid that opened on July 23, 2025. This agenda item is for one of two traffic calming program funded projects each of which will install traffic control devices & striping at various locations as shown in the attached drawings. The expected cost of the two projects is in the range of $200,000 each.

What impacts would the proposal have on historically excluded communities?

Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, distribute public investment throughout the community, and respond to gaps in services identified in various City plans.

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?

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?

This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$** 212,000.00
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

This project will be paid with traffic calming funds.

Amount		**Budget Account**
Expense	**$** 212,000.00	**#** 1380 24100 42300 54141 21017
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	One-Time
Funding Source Type	Program Revenue

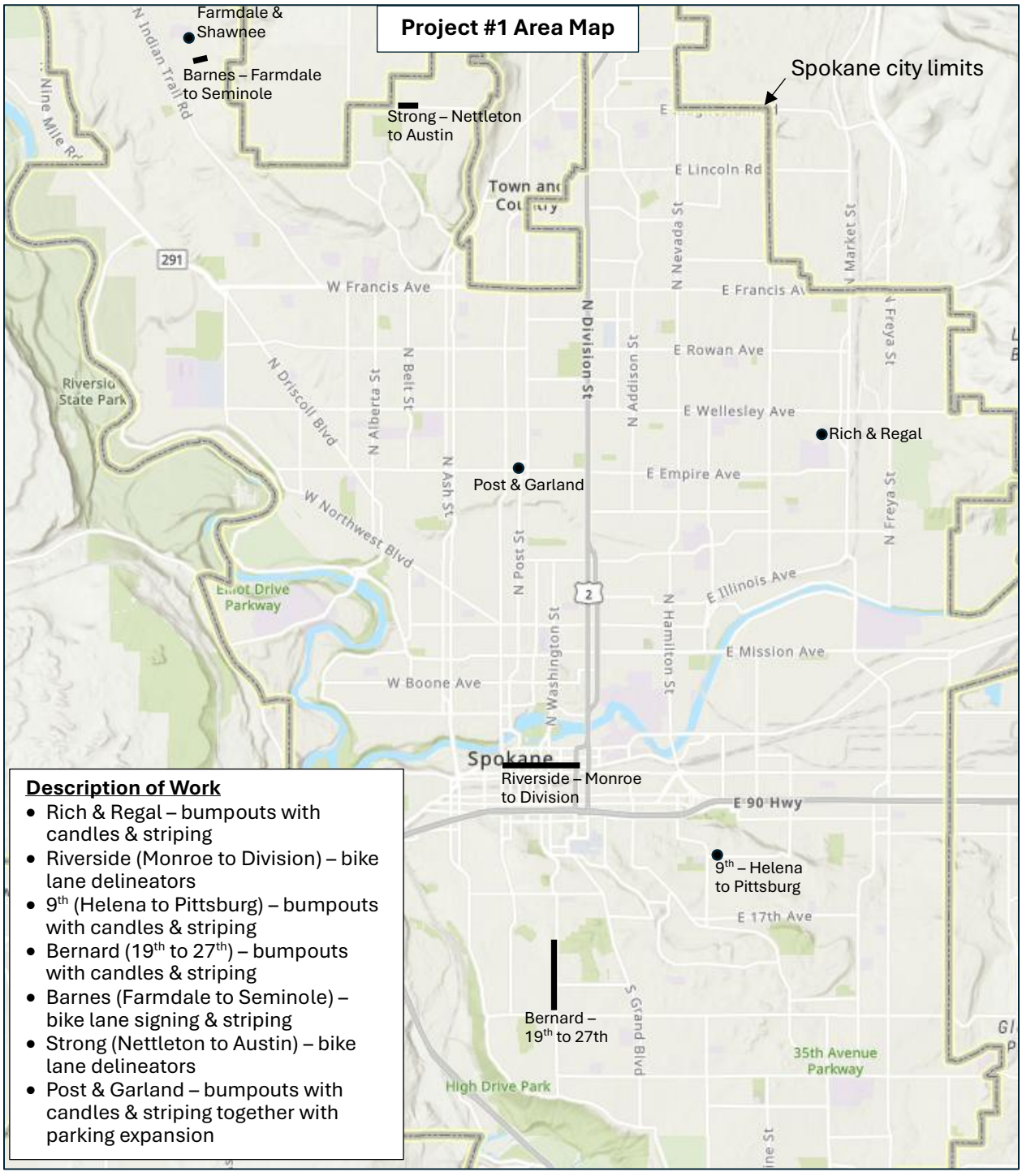
Is this funding source sustainable for future years, months, etc?

Expense Occurrence	One-Time

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

Approvals		**Additional Approvals**	
Dept Head	ADAMS, JONATHAN R.		
Division Director	FEIST, MARLENE		
Accounting Manager	KECK, KATHLEEN		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
Joshua Polello josh@asphaltsupply.net	jrhall@spokanecity.org
Tax&licenses@spokanecity.org	publicworksaccounting@spokanecity.org
eraea@spokanecity.org	pyoung@spokanecity.org
dbuller@spokanecity.org	jradams@spokanecity.org
mvallen@spokanecity.org	


Project #1 Area Map
Farmdale & Shawnee
Barnes – Farmdale to Seminole
Strong – Nettleton to Austin
Spokane city limits
Post & Garland
Rich & Regal
Riverside – Monroe to Division
9th – Helena to Pittsburg
Bernard – 19th to 27th
Description of Work
• Rich & Regal – bumpouts with candles & striping
• Riverside (Monroe to Division) – bike lane delineators
• 9th (Helena to Pittsburg) – bumpouts with candles & striping
• Bernard (19th to 27th) – bumpouts with candles & striping
• Barnes (Farmdale to Seminole) – bike lane signing & striping
• Strong (Nettleton to Austin) – bike lane delineators
• Post & Garland – bumpouts with candles & striping together with parking expansion

City Clerk's No. OPR 2025-0584

City of Spokane

PUBLIC WORKS AGREEMENT

Title: **2025 ADAPTIVE DESIGN #1 TRAFFIC CALMING**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **ROAD PRODUCTS, LLC**, whose address is 9915 East Trent Avenue, Spokane Valley, Washington 99206, as ("Contractor"), individually hereafter referenced as a "Party", and together as the "Parties".

1. PERFORMANCE. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled 2025 ADAPTIVE DESIGN #1 - TRAFFIC CALMING, selected via PW Invitation to Bid**.**

2. CONTRACT DOCUMENTS. The contract documents are this Contract, the Contractor's completed bid proposal form, unit price bid forms, contract provisions, contract plans & specifications & appendices, standard specifications, standard plans, addenda, City of Spokane invitation to bid, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any). These contract documents are on file in the Engineering Services Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, federal and state requirements supersede this Contract, and this Contract supersedes the other contract documents.

3. TIME OF PERFORMANCE. The time of performance of the Contract shall begin on August 18, 2025, and shall run through October 31, 2025. Project time of completion and working days in accordance with contract documents.

4. LIQUIDATED DAMAGES. Liquidated damages shall be in accordance with the contract documents.

5. TERMINATION. Either party may terminate this Contract by (30) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.

6. COMPENSATION. Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **TWO HUNDRED TWELVE THOUSAND AND NO/100 DOLLARS ($212,000.00)**, plus applicable taxes, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 2 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

7. PAYMENT. The Contractor will send its applications for payment to the Engineering Services Department, 998 E North Foothills Drive Spokane, WA 99207-2735. All invoices should include the City Clerk's File No. "OPR 2025-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

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

9. BONDS. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a performance bond and a payment bond on the forms attached, each equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.

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

A. **Worker's Compensation Insurance** in compliance with RCW 51, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of $1,000,000.

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

i. Acceptable supplementary Umbrella coverage combined with Company's General Liability insurance policy must be a minimum of $2,000,000, in

order to meet the insurance coverage limits required in this Agreement; and;

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

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Contractor or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Contractor shall furnish a current and acceptable Certificate of Insurance (COI). The certificate shall specify all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. CONTRACTOR'S WARRANTY. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.

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

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

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

15. SUBCONTRACTOR RESPONSIBILITY.

A. The Contractor shall include the language of this section in each of its first tier

subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;

2. Have a current Washington Unified Business Identifier (UBI) number;

3. If applicable, have:

    a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
    b. A Washington Employment Security Department number, as required in Title 50 RCW;
    c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
    d. An electrical contractor license, if required by Chapter 19.28 RCW;
    e. An elevator contractor license, if required by Chapter 70.87 RCW.

4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

C. On Public Works construction projects, as defined in RCW 39.04.010, with an estimated cost of six hundred thousand dollars ($600,000) or more, at least fifteen (15) percent of the labor hours on each project shall be performed by apprentices enrolled in a State-approved apprenticeship program; and for each contract in the project fifteen (15) percent of the labor hours for each craft that has an available state-approved apprenticeship program for Spokane County and utilizes more than one hundred sixty (160) hours in each contract shall be performed by apprentices enrolled in a state-approved apprenticeship program.

1. Subcontracting Requirements. The utilization percentages for apprenticeship labor for Public Works construction contracts shall also apply to all subcontracts of one hundred thousand dollars ($100,000) or more within those contracts, and at least fifteen percent (15%) of the labor hours for each such subcontract shall be performed by apprentices in a state-approved apprenticeship program. For each craft that has an available apprenticeship program for Spokane county and performs more than one hundred sixty (160) hours on each project, fifteen (15) percent of the labor hours shall be performed by apprentices enrolled in a State-approved apprenticeship program.

2. Each subcontractor which this chapter applies is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.

16. 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 Contractor 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 Contractor.

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

18. ASSIGNMENTS. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.

19. 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.

20. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.

21. 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.

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

23. AUDIT / RECORDS. The Contractor 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 Contractor 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.

24. 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 Contractor shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

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

26. MODIFICATIONS. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Engineering Services, and the Contract time and compensation will be adjusted accordingly.

27. INTEGRATION. This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.

28. FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

ROAD PRODUCTS, LLC	**CITY OF SPOKANE**
By_____	By _____
Signature Date	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:
Payment Bond
Performance Bond
Certification Regarding Debarment

PAYMENT BOND

We, **ROAD PRODUCTS, LLC**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **TWO HUNDRED TWELVE THOUSAND AND NO/100 DOLLARS ($212,000.00)**, plus applicable taxes plus applicable taxes, 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 work and furnish all materials for the 2025 ADAPTIVE DESIGN #1 - TRAFFIC CALMING**.** If the principal shall:

A. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors; and pay all taxes and contributions, increases and penalties as authorized by law; and

B. comply with all applicable federal, state and local laws and regulations;

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, as to the amount of damages, and their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____.

ROAD PRODUCTS, LLC
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)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that_____ _____signed this document; on oath stated that he/she was authorized to sign the document and acknowledged it as the agent or representative of the named surety company which is authorized to do business in the State of Washington, for the uses and purposes therein mentioned.

DATED: _____ _____
Signature of Notary Public

My appointment expires _____

Approved as to form:

_____
Assistant City Attorney

PERFORMANCE BOND

We, **ROAD PRODUCTS, LLC,** as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **TWO HUNDRED TWELVE THOUSAND AND NO/100 DOLLARS ($212,000.00)**, plus applicable taxes, 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 2025 ADAPTIVE DESIGN #1 - TRAFFIC CALMING**.** If the principal shall:

A. 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; and

B. comply with all applicable federal, state and local laws and regulations;

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 _____

ROAD PRODUCTS, LLC,
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)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that _____ _____ signed this document; on oath stated that he/she was authorized to sign the document and acknowledged it as the agent or representative of the named Surety Company which is authorized to do business in the State of Washington, for the uses and purposes mentioned in this document.

DATED on _____.

_____
Signature of Notary

My appointment expires _____

Approved as to form:

_____
Assistant City Attorney

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:

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

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

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

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

   1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

   2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

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

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

INVITATION TO BID

TITLE: 2025 Adaptive Design #1 – Traffic Calming BID COORDINATOR: Dan Buller City of Spokane Engineering Department	PROPOSAL DUE DATE: 7-23-25 TIME: 1:00 pm Bid Submittal: All Bids shall be submitted via email to dbuller@spokanecity.org

low bid

BID SUBMITTED BY:

COMPANY Road Products LLC

MAILING ADDRESS

9915 E Trent Ave, Spokane Valley, WA 99206

PHYSICAL ADDRESS

9915 E Trent Ave, Spokane Valley, WA 99206

PHONE NUMBER 509.922.1206

E-MAIL ADDRESS josh@asphaltsupply.net

2 sided printing

Submit this page with bid

INSTRUCTIONS TO BIDDERS

1. **SUBMISSION OF BIDS.**
Bid Responses shall be submitted via email to dbuller@spokanecity.org on or before the due date and time mentioned above.

The City of Spokane is not responsible for bids electronically submitted late. It is the responsibility of the Bidder to be sure the bids are emailed sufficiently ahead of time to be received no later than 1:00 p.m. on the bid opening date.

A bid tabulation will be emailed to all bidders by the end of the 2nd business day following the bid due date.

2. **BIDDERS' REPRESENTATION.**
Each bidder by making its bid represents that he has read and understands the bidding documents. Each bidder by making its bid represents that he has visited the site and familiarized itself with the local conditions under which the work is to be performed.

3. **SUBSTITUTIONS.**

A. Each bidder represents that its bid is based upon the materials and equipment described in the bidding documents.

B. No substitution will be considered. considered unless written request has been submitted to the City department representative for approval at least five (5) days prior to the date for receipt of bids. Each request shall include a complete description of the proposed substitute, the name of the material or equipment for which it is to be substituted, manufacturer, warranty, availability of qualified and trained installers, drawings, cuts, performance and test data and any other data or information necessary for a complete evaluation.

C. If the City department representative approves any proposed substitution, the approval will be set forth in an addendum

4. **INTERPRETATION.**
If a bidder discovers any errors, discrepancies or omissions in the bid specifications, or has any questions about the specifications, he shall notify the City department representative in writing. Any addenda issued by the City will be incorporated into the contract.

5. **WITHDRAWAL OF BIDS.**
The bidder may make written request to the City for withdrawal of an emailed bid prior to the bid due date. Unless otherwise specified, no bid may be withdrawn for a minimum of sixty (60) calendar days after the opening date.

6. **BIDDER PREQUALIFICATION.**
Prior to the award of contract, the apparent successful bidder shall be required to submit evidence of sufficient facilities, equipment, workers with formal and verifiable experience and training in landfill repairs and /or construction projects of similar type and equivalent or larger nature, size, and scope to this project as outlined in detail within project technical specifications, unless waived by the City.

Bid Schedule

Bid Item (Dwg #)	Qty	Unit	Unit Cost	Amount
Project Temporary Traffic Control	1	LS	50,000.00	50,000.00
Work Zone Contingency	1	FA	$5,000	$5,000
Rich & Regal (T-1)	1	LS	13,000.00	13,000.00
Riverside – Monroe to Division (T-2, T-3)	1	LS	61,000.00	61,000.00
9th – Helena to Pittsburg (T-4)	1	LS	7,000.00	7,000.00
Bernard – 19th to 27th (T-5)	1	LS	13,000.00	13,000.00
Farmdale & Shawnee (T-6)	1	LS	15,000.00	15,000.00
Barnes – Farmdale to Seminole (T-7)	1	LS	14,000.00	14,000.00
Strong – Nettleton to Austin (T-8(	1	LS	29,000.00	29,000.00
Post St. Parking (T-9)	1	LS	5,000.00	5,000.00
Total				212,000.00

Submit this page with bid

BID PROPOSAL

To: Honorable Mayor
Members of the City Council
City of Spokane, Washington

PROJECT: 2025 Adaptive Design #1 – Traffic Calming

BIDDER'S DECLARATION.
The undersigned bidder certifies that he has examined the site, read, and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by signature of this bid proposal he has acknowledged all bid requirements and signed all certificates contained herein.

BID OFFER.
The price(s) listed in this bid proposal is tendered as an offer to furnish all labor, materials, equipment, and supervision required to complete the proposed project in strict accordance with the contract documents. The bidder proposes to do the project at the following price:

Bid $ 212,000.00

The Bidder agrees that its Bid will NOT be withdrawn for a minimum of sixty (60) calendar days after the stated bid due date.

ADDENDA.
The undersigned acknowledges receipt of addenda number(s) 0 and agrees that their requirements have been included in this bid proposal.

CONTRACT COMPLETION TIME.
The bidder agrees to start the work under this contract within ten (10) days of the Notice to Proceed and to substantially complete the specified work within 15 working days.

LIQUIDATED DAMAGES.
In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of five hundred dollars ($500.00) per calendar day until the work is satisfactorily completed.

BIDDER RESPONSIBILITY.

Washington State Contractor's Registration No. ROADPPI772CF
(Must be in effect at time of bid submittal)

U.B.I. Number 601-603-787

Washington Employment Security Department Number 827860-00-1

2 sided printing

Submit this page with bid

Washington Excise Tax Registration Number A17-4729-13

City of Spokane Business License Number T12016839BUS
(The successful bidder and all subcontractors shall be licensed or have applied for a license to do business in the City of Spokane prior to proceeding with the proposed project.)

BID SECURITY.
A bid security in the amount of FIVE PERCENT (5%) of the total project bid as indicated above, is attached to this bid proposal. If the bidder is awarded the contract and fails to enter into a construction contract and/or furnish payment / performance bond(s) and proof of insurance within the required time period, the bid security shall be forfeited to the City of Spokane.

NON-COLLUSION.
The undersigned authorized representative of the undersigned firm, being first sworn on oath, certifies that the firm has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this bid proposal is submitted.

Name of Bidder: Road Products LLC

Signature of Bidder's Authorized Representative

Joshua Polello - Project Manager
Title

9915 E Trent Ave, Spokane Valley, WA 99206
Address

509.934.1622
Phone

IF INDIVIDUAL

Signed and Sworn To (or Affirmed) Before Me On _____
date

(Seal Or Stamp)

_____
Signature of Notary Public

My appointment expires _____

Submit this page with bid

IF PARTNERSHIP

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the partner(s) of the bidder, a partnership, to be the free and voluntary act of such party for the usesand purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On _____
date

(Seal Or Stamp)

_____
Signature of Notary Public

My appointment expires _____

IF CORPORATION

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the representative of the bidder, a corporation, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On 7/23/25
date

(Seal Or Stamp)

TRACI LYNN GERING
APPOINTMENT EXPIRES April 24, 2029
NOTARY PUBLIC
COMM # 143757
STATE OF WASHINGTON

Traci Lynn Gering
Signature of Notary Public

My appointment expires 4/24/2029

2 sided printing

Submit this page with bid, if applicable

MINORITY AND WOMEN'S BUSINESS ENTERPRISE GOALS

The City of Spokane has established laudatory goals for the procurement of supplies, materials and services, or for subcontracting work for this project from Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE) as follows:

- MBE GOAL OF TEN PERCENT OF THE TOTAL PROJECT BID AMOUNT
- WBE GOAL OF SIX PERCENT OF THE TOTAL PROJECT BID AMOUNT

The current list of the Washington State Office of Minority and Women's Business Enterprises shall be used for all public works construction projects administered by the City.

ACHIEVEMENT OF THE ABOVE GOALS IS ENCOURAGED. WHETHER OR NOT THE BIDDER ATTAINS THE ABOVE SPECIFIED GOALS WILL NOT BE USED TO DETERMINE THE RESPONSIVENESS OF THE BIDDER'S BID PROPOSAL.

The bidder shall take the following affirmative steps in considering award of subcontracts to the fullest extent possible to qualified minority and women owned businesses:

(1) including qualified minority and women's businesses on solicitation lists;

(2) ensuring that minority and women's businesses are solicited whenever they are potential sources;

(3) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation of minority and women's businesses;

(4) establishing delivery schedules, where requirements of the work permit, which will encourage participation of minority and women's businesses;

(5) using the services and assistance of the Small Business Administration and the Washington State Office of Minority and Women's Business Enterprise as appropriate.

MINORITY AND WOMEN'S BUSINESS ENTERPRISE UTILIZATION

The bidder has contacted minority and women's business enterprises (MBE/WBE) and, if the successful bidder on this project, he may award subcontracts to or enter into supply agreements with the following firms as indicated *(use additional sheets if necessary):*

NAME OF MBE/WBE* WA. STATE CERTIFICATION NO.		IDENTIFICATION & VALUE OF SUBCONTRACTS / SUPPLIES	
TRAFFICORP	W2F0019831	TRAFFIC CONTROL	35,000.00

MINORITY BUSINESS SUBCONTRACTING GOAL	$ 21,200.00	MBE TOTAL	$ -0-
WOMEN'S BUSINESS SUBCONTRACTING GOAL	$ 12,720.00	WBE TOTAL	$ 35,000.00
COMBINATION GOAL:	$ 33,920.00	MBE/WBE TOTAL	$ 35,000.00

*Designate MBE or WBE

Mr./ Mrs./(Ms.) CARRIE EDWARDS has been designated as the liaison officer for the administration of the dollar value of contract work to be performed by MBE/WBE firms.

2 sided printing

Submit this page with bid

BID BOND

We, Road Products, LLC as Principal,

and Merchants National Bonding, Inc. as Surety,

are held and firmly bound unto the CITY OF SPOKANE, a Washington State municipal corporation, in the penal sum of FIVE PERCENT (5%) OF THE TOTAL AMOUNT BID, for the payment of which we jointly and severally bind ourselves, and our legal representatives and successors.

THE CONDITIONS OF THE OBLIGATION are that if the City of Spokane shall make timely award to the Principal for the 2025 Adaptive Design #1 – Traffic Calming

according to the terms of the bid made by the Principal; and the Principal shall, within the specified time, enter into a contract with the City of Spokane and furnish bond(s) acceptable to the City, if required, then this obligation shall be null and void; otherwise, it shall remain in full force and effect; but in no event will the surety's liability exceed this bond's face amount.

SIGNED AND SEALED on July 23, 2025

AS PRINCIPAL

Road Products, LLC

By: _____

Title: PRESIDENT

A valid POWER OF ATTORNEY must accompany this bond.

Merchants National Bonding, Inc.
AS SURETY

By: _____
Attorney in Fact (Shawn M. Wilson)

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

Submit this page with bid

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

George C Schroeder; Jennifer Mendenhall; Nicholas W Paget; Peggy A Firth; Shawn M Wilson

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July , 2024 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of July 2024 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 23rd day of July , 2025 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

Secretary

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: ROAD PRODUCTS, LLC

Business name: ROAD PRODUCTS, LLC.

Entity type: Limited Liability Company

UBI #: 601-603-787

Business ID: 001

Location ID: 0002

Location: Active

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

Mailing address: 9915 E TRENT AVE
SPOKANE VALLEY WA 99206-4204

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Airway Heights General Business - Non-Resident				Active	Feb-28-2026	Mar-24-2022
Colville General Business - Non-Resident	030625.0			Active	Feb-28-2026	Apr-25-2012
Franklin County General Business - Non-Resident	2746			Active	Feb-28-2026	Jan-20-2021
Spokane General Business - Non-Resident	T12016839BUS			Active	Feb-28-2026	Oct-15-2012

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane Valley General Business	00527			Active	Feb-28-2026	Feb-02-2004

Owners and officers on file with the Department of Revenue

Owners and officers	Title
ARROW CONSTRUCTION HOLDINGS LLC	

Registered Trade Names

Registered trade names	Status	First issued
ROAD PRODUCTS, LLC.	Active	Feb-06-2023
RPI	Active	May-20-2010

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 7/28/2025 11:48:16 AM

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Agenda Sheet for City Council:

Committee: PIES **Date:** 07/21/2025

Committee Agenda type: Consent

Council Meeting Date: 08/18/2025

Date Rec'd	4/14/2025		
Clerk's File #	OPR 2025-0585		
Cross Ref #			
Project #	2025065		
Submitting Dept	ENGINEERING SERVICES	**Bid #**	
Contact Name/Phone	DAN BULLER 6391	**Requisition #**	
Contact E-Mail	DBULLER@SPOKANECITY.ORG		
Agenda Item Type	Engineer Construction Contract		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	0370 - 2025 ADAPTIVE DESIGN TRAFFIC CALMING PROJECT 2 2025065		

Agenda Wording

Contract with Road Products, LLC (Spokane Valley, WA) for 2025 Adaptive Design Traffic Calming Project 2 2025065 - $276,975.00. An administrative reserve of $27,697.50, which is 10% of the contract, will be set aside. (Various Neighborhoods)

Summary (Background)

Road Products LLC was selected from an Invitation to Bid that opened on July 23, 2025. This agenda item is for one of two traffic calming program funded projects each of which will install traffic control devices & striping at various locations as shown in the attached drawings. The expected cost of the two projects is in the range of $200,000 each.

What impacts would the proposal have on historically excluded communities?

Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, distribute public investment throughout the community, and respond to gaps in services identified in various City plans.

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?

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?

This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$** 276,975.00
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

This project will be paid with traffic calming funds

Amount		**Budget Account**
Expense	**$** 276,975.00	**#** 1380 24100 42300 54141 21017
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	One-Time
Funding Source Type	Program Revenue

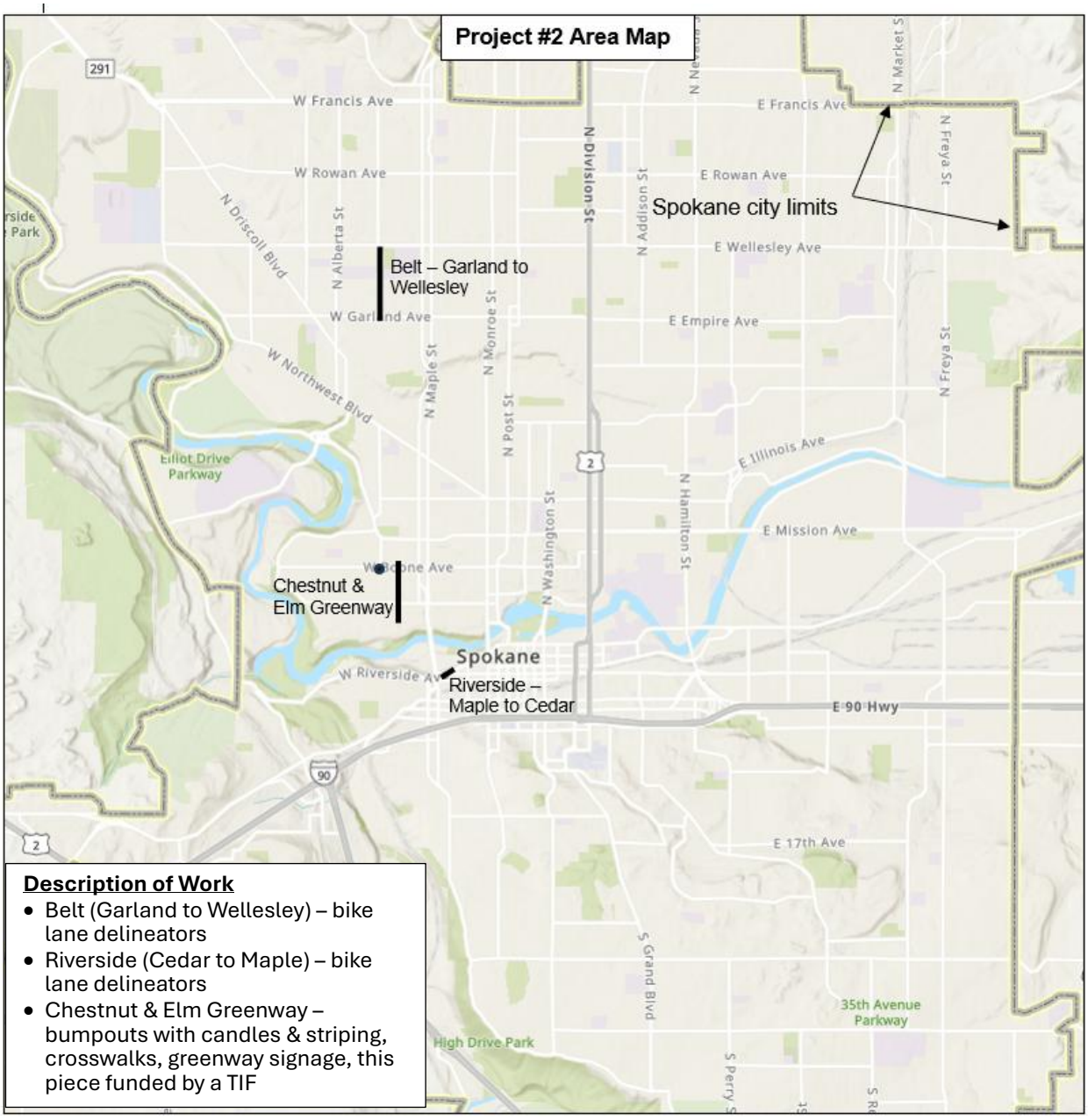
Is this funding source sustainable for future years, months, etc?

Expense Occurrence	One-Time

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

Approvals		**Additional Approvals**	
Dept Head	ADAMS, JONATHAN R.		
Division Director	FEIST, MARLENE		
Accounting Manager	KECK, KATHLEEN		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
Joshua Polello josh@asphaltsupply.net	jrhall@spokanecity.org
Tax&licenses@spokanecity.org	publicworksaccounting@spokanecity.org
eraea@spokanecity.org	pyoung@spokanecity.org
dbuller@spokanecity.org	jradams@spokanecity.org
mvallen@spokanecity.org	



Description of Work

- Belt (Garland to Wellesley) – bike lane delineators
- Riverside (Cedar to Maple) – bike lane delineators
- Chestnut & Elm Greenway – bumpouts with candles & striping, crosswalks, greenway signage, this piece funded by a TIF

City Clerk's No. OPR 2025-0585

City of Spokane

PUBLIC WORKS AGREEMENT

Title: **2025 ADAPTIVE DESIGN #2**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **ROAD PRODUCTS, LLC**, whose address is 9915 East Trent Avenue, Spokane Valley, Washington 99206, as ("Contractor"), individually hereafter referenced as a "Party", and together as the "Parties".

1. PERFORMANCE. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled 2025 ADAPTIVE DESIGN #2, selected via PW Invitation to Bid**.**

2. CONTRACT DOCUMENTS. The contract documents are this Contract, the Contractor's completed bid proposal form, unit price bid forms, contract provisions, contract plans & specifications & appendices, standard specifications, standard plans, addenda, City of Spokane invitation to bid, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any). These contract documents are on file in the Engineering Services Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, federal and state requirements supersede this Contract, and this Contract supersedes the other contract documents.

3. TIME OF PERFORMANCE. The time of performance of the Contract shall begin on August 18, 2025, and shall run through October 31, 2025. Project time of completion and working days in accordance with contract documents.

4. LIQUIDATED DAMAGES. Liquidated damages shall be in accordance with the contract documents.

5. TERMINATION. Either party may terminate this Contract by (30) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.

6. COMPENSATION. Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **TWO HUNDRED SEVENTY-SIX THOUSAND NINE HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS ($276,975.00)**, plus applicable taxes, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 2 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

7. PAYMENT. The Contractor will send its applications for payment to the Engineering Services Department, 998 E North Foothills Drive Spokane, WA 99207-2735. All invoices should include the City Clerk's File No. "OPR 2025-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

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

9. BONDS. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a performance bond and a payment bond on the forms attached, each equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.

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

A. **Worker's Compensation Insurance** in compliance with RCW 51, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of $1,000,000.

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

i. Acceptable supplementary Umbrella coverage combined with Company's General Liability insurance policy must be a minimum of $2,000,000, in

order to meet the insurance coverage limits required in this Agreement; and;

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

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Contractor or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Contractor shall furnish a current and acceptable Certificate of Insurance (COI). The certificate shall specify all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. CONTRACTOR'S WARRANTY. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.

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

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

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

15. SUBCONTRACTOR RESPONSIBILITY.

A. The Contractor shall include the language of this section in each of its first tier

subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;

2. Have a current Washington Unified Business Identifier (UBI) number;

3. If applicable, have:

    a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
    b. A Washington Employment Security Department number, as required in Title 50 RCW;
    c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
    d. An electrical contractor license, if required by Chapter 19.28 RCW;
    e. An elevator contractor license, if required by Chapter 70.87 RCW.

4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

C. On Public Works construction projects, as defined in RCW 39.04.010, with an estimated cost of six hundred thousand dollars ($600,000) or more, at least fifteen (15) percent of the labor hours on each project shall be performed by apprentices enrolled in a State-approved apprenticeship program; and for each contract in the project fifteen (15) percent of the labor hours for each craft that has an available state-approved apprenticeship program for Spokane County and utilizes more than one hundred sixty (160) hours in each contract shall be performed by apprentices enrolled in a state-approved apprenticeship program.

1. Subcontracting Requirements. The utilization percentages for apprenticeship labor for Public Works construction contracts shall also apply to all subcontracts of one hundred thousand dollars ($100,000) or more within those contracts, and at least fifteen percent (15%) of the labor hours for each such subcontract shall be performed by apprentices in a state-approved apprenticeship program. For each craft that has an available apprenticeship program for Spokane county and performs more than one hundred sixty (160) hours on each project, fifteen (15) percent of the labor hours shall be performed by apprentices enrolled in a State-approved apprenticeship program.

2. Each subcontractor which this chapter applies is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.

16. 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 Contractor 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 Contractor.

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

18. ASSIGNMENTS. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.

19. 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.

20. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.

21. 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.

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

23. AUDIT / RECORDS. The Contractor 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 Contractor 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.

24. 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 Contractor shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

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

26. MODIFICATIONS. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Engineering Services, and the Contract time and compensation will be adjusted accordingly.

27. INTEGRATION. This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.

28. FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

ROAD PRODUCTS, LLC	**CITY OF SPOKANE**
By_____	By _____
Signature Date	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:
Payment Bond
Performance Bond
Certification Regarding Debarment

PAYMENT BOND

We, **ROAD PRODUCTS, LLC**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **TWO HUNDRED SEVENTY-SIX THOUSAND NINE HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS ($276,975.00)**, plus applicable taxes plus applicable taxes, 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 work and furnish all materials for the 2025 ADAPTIVE DESIGN #2**.** If the principal shall:

A. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors; and pay all taxes and contributions, increases and penalties as authorized by law; and

B. comply with all applicable federal, state and local laws and regulations;

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, as to the amount of damages, and their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____.

ROAD PRODUCTS, LLC
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)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that_____ _____signed this document; on oath stated that he/she was authorized to sign the document and acknowledged it as the agent or representative of the named surety company which is authorized to do business in the State of Washington, for the uses and purposes therein mentioned.

DATED: _____ _____
Signature of Notary Public

My appointment expires _____

Approved as to form:

_____
Assistant City Attorney

PERFORMANCE BOND

We, **ROAD PRODUCTS, LLC,** as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **TWO HUNDRED SEVENTY-SIX THOUSAND NINE HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS ($276,975.00)**, plus applicable taxes, 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 2025 ADAPTIVE DESIGN #2**.** If the principal shall:

A. 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; and

B. comply with all applicable federal, state and local laws and regulations;

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 _____

ROAD PRODUCTS, LLC,
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)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that _____ _____ signed this document; on oath stated that he/she was authorized to sign the document and acknowledged it as the agent or representative of the named Surety Company which is authorized to do business in the State of Washington, for the uses and purposes mentioned in this document.

DATED on _____.

_____
Signature of Notary

My appointment expires _____

Approved as to form:

_____
Assistant City Attorney

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:

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

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

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

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

   1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

   2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

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

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

INVITATION TO BID

TITLE: 2025 Adaptive Design #2 BID COORDINATOR: Dan Buller City of Spokane Engineering Department	PROPOSAL DUE DATE: 7-24-25 TIME: 4:00 pm Bid Submittal: All Bids shall be submitted via email to dbuller@spokanecity.org

low bd

BID SUBMITTED BY:

COMPANY Road Products LLC

MAILING ADDRESS

9915 E Trent Ave, Spokane Valley, WA 99206

PHYSICAL ADDRESS

9915 E Trent Ave, Spokane Valley, WA 99206

PHONE NUMBER 509.922.1206

E-MAIL ADDRESS josh@asphaltsupply.net

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Submit this page with bid

Bid Schedule

Bid Item (Dwg #)	Qty	Unit	Unit Cost	Amount
Project Temporary Traffic Control	1	LS	55,000.00	55,000.00
Work Zone Contingency	1	FA	$5,000	$5,000
Belt – Garland to Wellesley (T-1, T-2))	1	LS	145,000.00	145,000.00
Riverside – Maple to Cedar (T-3)	1	LS	18,675.00	18,675.00
Chestnut-Elm Greenway (T-4 thru T-7)	1	LS	53,300	53,300.00
Total				276,975.00

Submit this page with bid

BID PROPOSAL

To: Honorable Mayor
Members of the City Council
City of Spokane, Washington

PROJECT: 2025 Adaptive Design #2

BIDDER'S DECLARATION.
The undersigned bidder certifies that he has examined the site, read, and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by signature of this bid proposal he has acknowledged all bid requirements and signed all certificates contained herein.

BID OFFER.
The price(s) listed in this bid proposal is tendered as an offer to furnish all labor, materials, equipment, and supervision required to complete the proposed project in strict accordance with the contract documents. The bidder proposes to do the project at the following price:

Bid $ 276,975.00

The Bidder agrees that its Bid will NOT be withdrawn for a minimum of sixty (60) calendar days after the stated bid due date.

ADDENDA.
The undersigned acknowledges receipt of addenda number(s) 0 and agrees that their requirements have been included in this bid proposal.

CONTRACT COMPLETION TIME.
The bidder agrees to start the work under this contract within ten (10) days of the Notice to Proceed and to substantially complete the specified work within 15 working days.

LIQUIDATED DAMAGES.
In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of five hundred dollars ($500.00) per calendar day until the work is satisfactorily completed.

BIDDER RESPONSIBILITY.

Washington State Contractor's Registration No. ROADPPI772CF
(Must be in effect at time of bid submittal)

U.B.I. Number 601-603-787

Washington Employment Security Department Number 827860-00-1

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Submit this page with bid

Washington Excise Tax Registration Number A17-4729-13

City of Spokane Business License Number T12016839BUS
(The successful bidder and all subcontractors shall be licensed or have applied for a license to do business in the City of Spokane prior to proceeding with the proposed project.)

BID SECURITY.
A bid security in the amount of FIVE PERCENT (5%) of the total project bid as indicated above, is attached to this bid proposal. If the bidder is awarded the contract and fails to enter into a construction contract and/or furnish payment / performance bond(s) and proof of insurance within the required time period, the bid security shall be forfeited to the City of Spokane.

NON-COLLUSION.
The undersigned authorized representative of the undersigned firm, being first sworn on oath, certifies that the firm has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this bid proposal is submitted.

Name of Bidder: Road Products LLC

Signature of Bidder's Authorized Representative

Joshua Polello - Project Manager
Title

9915 E Trent Ave, Spokane Valley, WA 99206
Address

509.934.1622
Phone

IF INDIVIDUAL

Signed and Sworn To (or Affirmed) Before Me On _____
date

(Seal Or Stamp)

_____
Signature of Notary Public

My appointment expires _____

Submit this page with bid

IF PARTNERSHIP

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the partner(s) of the bidder, a partnership, to be the free and voluntary act of such party for the usesand purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On _____
date

(Seal Or Stamp)

_____
Signature of Notary Public

My appointment expires _____

IF CORPORATION

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the representative of the bidder, a corporation, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On 7/24/25
date

(Seal Or Stamp)

Traci Lynn Gering
Signature of Notary Public

My appointment expires 4/24/2029

TRACI LYNN GERING
NOTARY PUBLIC
STATE OF WASHINGTON
COMM # 143757
APPOINTMENT EXPIRES April 24, 2029

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Submit this page with bid, if applicable

MINORITY AND WOMEN'S BUSINESS ENTERPRISE GOALS

The City of Spokane has established laudatory goals for the procurement of supplies, materials and services, or for subcontracting work for this project from Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE) as follows:

- MBE GOAL OF TEN PERCENT OF THE TOTAL PROJECT BID AMOUNT
- WBE GOAL OF SIX PERCENT OF THE TOTAL PROJECT BID AMOUNT

The current list of the Washington State Office of Minority and Women's Business Enterprises shall be used for all public works construction projects administered by the City.

ACHIEVEMENT OF THE ABOVE GOALS IS ENCOURAGED. WHETHER OR NOT THE BIDDER ATTAINS THE ABOVE SPECIFIED GOALS WILL NOT BE USED TO DETERMINE THE RESPONSIVENESS OF THE BIDDER'S BID PROPOSAL.

The bidder shall take the following affirmative steps in considering award of subcontracts to the fullest extent possible to qualified minority and women owned businesses:

(1) including qualified minority and women's businesses on solicitation lists;

(2) ensuring that minority and women's businesses are solicited whenever they are potential sources;

(3) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation of minority and women's businesses;

(4) establishing delivery schedules, where requirements of the work permit, which will encourage participation of minority and women's businesses;

(5) using the services and assistance of the Small Business Administration and the Washington State Office of Minority and Women's Business Enterprise as appropriate.

MINORITY AND WOMEN'S BUSINESS ENTERPRISE UTILIZATION

The bidder has contacted minority and women's business enterprises (MBE/WBE) and, if the successful bidder on this project, he may award subcontracts to or enter into supply agreements with the following firms as indicated *(use additional sheets if necessary):*

NAME OF MBE/WBE* WA. STATE CERTIFICATION NO.		IDENTIFICATION & VALUE OF SUBCONTRACTS / SUPPLIES	
TRAFFICORP	WZF0019831	TRAFFIC CONTROL	45,000.00

MINORITY BUSINESS SUBCONTRACTING GOAL	$ 27,697.5	MBE TOTAL	$ 0
WOMEN'S BUSINESS SUBCONTRACTING GOAL	$ 16,618.5	WBE TOTAL	$ 45,000.00
COMBINATION GOAL:	$ 44,316.00	MBE/WBE TOTAL	$ 45,000.00

*Designate MBE or WBE

Mr./ Mrs./(Ms) CARRIE EDWARDS has been designated as the liaison officer for the administration of the dollar value of contract work to be performed by MBE/WBE firms.

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Submit this page with bid

BID BOND

We, Road Products, LLC as Principal,

and Merchants National Bonding, Inc. as Surety,

are held and firmly bound unto the CITY OF SPOKANE, a Washington State municipal corporation, in the penal sum of FIVE PERCENT (5%) OF THE TOTAL AMOUNT BID, for the payment of which we jointly and severally bind ourselves, and our legal representatives and successors.

THE CONDITIONS OF THE OBLIGATION are that if the City of Spokane shall make timely award to the Principal for the 2025 Adaptive Design #2

according to the terms of the bid made by the Principal; and the Principal shall, within the specified time, enter into a contract with the City of Spokane and furnish bond(s) acceptable to the City, if required, then this obligation shall be null and void; otherwise, it shall remain in full force and effect; but in no event will the surety's liability exceed this bond's face amount.

SIGNED AND SEALED on July 24, 2025

AS PRINCIPAL

Road Products, LLC

By: _____

Title: PRESIDENT

A valid POWER OF ATTORNEY must accompany this bond.

Merchants National Bonding, Inc.
AS SURETY

By: _____
Attorney in Fact (Shawn M. Wilson)

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

Submit this page with bid

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

George C Schroeder; Jennifer Mendenhall; Nicholas W Paget; Peggy A Firth; Shawn M Wilson

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July , 2024 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of July 2024 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 24th day of July , 2025 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

Secretary

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: ROAD PRODUCTS, LLC

Business name: ROAD PRODUCTS, LLC.

Entity type: Limited Liability Company

UBI #: 601-603-787

Business ID: 001

Location ID: 0002

Location: Active

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

Mailing address: 9915 E TRENT AVE
SPOKANE VALLEY WA 99206-4204

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Airway Heights General Business - Non-Resident				Active	Feb-28-2026	Mar-24-2022
Colville General Business - Non-Resident	030625.0			Active	Feb-28-2026	Apr-25-2012
Franklin County General Business - Non-Resident	2746			Active	Feb-28-2026	Jan-20-2021
Spokane General Business - Non-Resident	T12016839BUS			Active	Feb-28-2026	Oct-15-2012

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane Valley General Business	00527			Active	Feb-28-2026	Feb-02-2004

Owners and officers on file with the Department of Revenue

Owners and officers	Title
ARROW CONSTRUCTION HOLDINGS LLC	

Registered Trade Names

Registered trade names	Status	First issued
ROAD PRODUCTS, LLC.	Active	Feb-06-2023
RPI	Active	May-20-2010

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 7/28/2025 11:48:16 AM

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Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 07/28/2025

Committee Agenda type: Discussion

Council Meeting Date: 08/18/2025

Date Rec'd	7/22/2025		
Clerk's File #	ORD C36739		
Cross Ref #			
Project #			
Submitting Dept	HUMAN RESOURCES	**Bid #**	
Contact Name/Phone	DEBBIE 6373	**Requisition #**	
Contact E-Mail	DDECORDE@SPOKANECITY.ORG		
Agenda Item Type	Special Budget Ordinance		
Council Sponsor(s)	PDILLON BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	0620-SPECIAL BUDGET ORDINANCE – Q3 2025 HR RANGE CHANGES		

Agenda Wording

SBO Q3 2025 salary analysis range changes

Summary (Background)

The City's Human Resources department conducted an internal and external salary analysis of the below job classifications due to a change in duties and job responsibilities. The individual job classifications effected by the salary analysis are listed below. Upon approval, these range changes will be put into effect in the HR system and incumbents' pay will be adjusted.

What impacts would the proposal have on historically excluded communities?

Ensures compensation equity

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?

Ensure compensation equity

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

If the City's compensation plan and/or job classifications are left unchanged, there is a risk of losing parity with the compensation plans of outside organizations, resulting in difficulty hiring or retaining existing employees.

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?

Ensures compensation equity

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

Total cost with former ranges, Citywide: $(564)-$689 and General Fund: $7,078-$10,294. Current year cost: For SPNs with former ranges, Citywide: $(564)-$689 and General Fund: $7,078- : $7,078-$10,294 The cost in subsequent years will be TBD

Amount		Budget Account
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Reserves

Is this funding source sustainable for future years, months, etc?

No, additional revenues or a reduction of expenses will need to occur to accommodate this in future years.

Expense Occurrence	Recurring

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

Personnel budgets will not be increased for these changes. Existing personnel budgets are expected to cover the increased expense due to vacancy savings or cost reductions. If vacancy savings or cost reductions aren't sufficient, the increase will be funded with reserves or unappropriated fund balance.

Approvals		Additional Approvals	
Dept Head	ADAM, ALLISON	MANAGEMENT &	STRATTON, JESSICA
Division Director	ADAM, ALLISON		
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	

Council Briefing Paper
Finance & Administration Committee

Committee Date	07/28/2025
Submitting Department	Human Resources
Contact Name	Allison Adam, Director of HR
Contact Email & Phone	aadam@spokanecity.org
Council Sponsor(s)	CM Dillon & CM Cathcart
Select Agenda Item Type	☒ Discussion Time Requested: 5 min
Agenda Item Name	Special Budget Ordinance – Q3 2025 HR Range Changes
Grant Item	☐ Yes ☒ No
Proposed Council Action	☒ Approval to proceed to Legislative Agenda

Summary

What is the specific purpose or need for the budget adjustment?

What changes or developments have triggered this request?

The City's Human Resources department conducted an internal and external salary analysis of the below job classifications due to a change in duties and job responsibilities. The individual job classifications effected by the salary analysis are listed below. Upon approval, these range changes will be put into effect in the HR system and incumbents' pay will be adjusted.

Union	SPN/ Job Code	Title	From Grade	To Grade	Former Range	New Range
Civil Service Request						
Local 270	663	Water Hydroelectric Maintenance Foreperson	A05-48	A05-50	$66,356.64 - $109,265.04	$68,256.72-$112,188.24
M&P-B to M&P-A	585	Waste to Energy Plant Manager	A02-62	A01-58	$ 119,913.84-$170,881.92	$109,807.92 - $154,136.16
M&P-B	120	Assistant Court Administrator	A02-40	A02-44	$ 69,467.76-$98,428.32	$76,546.08-$108,722.16
Department Director Request						
M&P-A	721	Child and Family Initiative Manager	---	A01-50	---	$88,907.04-$124,507.44
Union Request						
Local 270	638	Fire Apparatus Maintenance Foreperson	A05-44	A05-46	$62,640.00-$103,188.96	$64,456.56-$106,153.92
Elected and Other Agencies	959A	Court Administrator	---	A09-69	---	$161,110.08 $204,060.24

Fiscal Impact

Approved in current year budget? ☐ Yes ☒ No ☐ N/A

Total Cost: For SPNs with former ranges, Citywide: $(564)-$689 and General Fund: $7,078-$10,294. However, for SPNs without a former range, indeterminable.

Current year cost: For SPNs with former ranges, Citywide: $(188)-$230 and General Fund: $2,359-$3,431. However, for SPNs without a former range, indeterminable.

Subsequent year(s) cost: The cost in subsequent years will be the total cost ranges above multiplied by the contracted Cost of Living Adjustments (COLAs) applicable to that year and union.

Funding Source ☐ One-time ☒ Recurring ☐ N/A
Specify funding source: Reserves
Is this funding source sustainable for future years, months, etc? No, additional revenues or a reduction of expenses will need to occur to accommodate this in future years.

Expense Occurrence ☐ One-time ☒ Recurring ☐ N/A

Other budget impacts: Personnel budgets will not be increased for these changes. Existing personnel budgets are expected to cover the increased expense due to vacancy savings or cost reductions. If vacancy savings or cost reductions aren't sufficient, the increase will be funded with reserves or unappropriated fund balance.

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

- What are the net impacts this adjustment will have on the specifically affected line items?
  No budget change will be made this year, but personnel expenses will change in the effected funds.

- What operational changes will occur because of this adjustment?
  No operational changes.

- What are the potential risks or consequences of not approving the budget adjustment?
  If the City's compensation plan and/or job classifications are left unchanged, there is a risk of losing parity with the compensation plans of outside organizations, resulting in difficulty hiring or retaining existing employees.

- 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?
  Ensures compensation equity.

What current racial and other inequities might this special budget ordinance address?
Ensure compensation equity

ORDINANCE NO C36739

AMENDING ORDINANCE NO. C36626, ENTITLED IN PART, “AN ORDINANCE ADOPTING A BIENNIAL BUDGET FOR THE CITY OF SPOKANE”, AND AMENDING IT TO ADJUST PAY RANGES TO ALIGN WITH SALARY ANALYSIS, AND DECLARING AN EMERGENCY.

WHEREAS, subsequent to the adoption of the biennial budget Ordinance No. C36626, as above entitled in part, and which passed the City Council December 9, 2024, it is necessary to make changes in the appropriations of the various Funds listed below, 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 Council of Spokane does ordain:

Section 1. That in the budget of the General Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Change the grade and associated pay range for the Assistant Court Administrator position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	120	Assistant Court Administrator	A02-40	A02-44	$69,468-$98,428	$76,546-$108,722

2) Change the grade and associated pay range for the Court Administrator position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Elected/ Other Agencies	959A	Court Administrator	---	A09-69	---	$161,110-$204,060

3) Change the grade and associated pay range for the Child and Family Initiative Manager position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-A	721	Child and Family Initiative Manager	---	A01-50	---	$88,907-$124,507

Section 2. That in the budget of the Fire/Emergency Medical Services Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Change the grade and associated pay range for the Fire Apparatus Maintenance Foreperson position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Local270	638	Fire Apparatus Maintenance Foreperson	A05-44	A05-46	$62,640-$103,189	$64,457-$106,154

Section 3. That in the budget of the Water - Wastewater Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Change the grade and associated pay range for the Water Hydroelectric Maintenance Foreperson position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Local270	663	Water Hydroelectric Maintenance Foreperson	A05-48	A05-50	$66,357-$109,265	$68,257-$112,188

Section 4. That in the budget of the Solid Waste Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Change the grade and associated pay range for the Waste to Energy Plant Manager position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B to M&P-A	585	Waste to Energy Plant Manager	A02-62	A01-58	$119,914-$170,882	$109,808-$154,136

Section 5. 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 adjust pay ranges to align with salary analysis, 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 by the City Council on _____

_____
Council President

Attest:

Approved as to form:

_____
City Clerk

_____
City Attorney

_____
Mayor

_____
Date

_____
Effective Date

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 07/14/2025

Committee Agenda type: Discussion

Council Meeting Date: 08/18/2025

Date Rec'd	6/24/2025		
Clerk's File #	RES 2025-0056		
Cross Ref #	ORD C36735		
Project #			
Submitting Dept	DEVELOPMENT SERVICES CENTER	**Bid #**	
Contact Name/Phone	ELDON BROWN 6305	**Requisition #**	
Contact E-Mail	EBROWN@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	JBINGLE BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	4700 - RESOLUTION TO SET HEARING FOR VACATING A PORTION OF THE		

Agenda Wording

Vacating a portion of the alley between Maxwell and Sinto, from Elm to Oak

Summary (Background)

Adjacent property owners have applied to vacate the subject alley and City Staff has solicited comments from the various City Departments and Franchised private utility companies. Responses are favorable provided that the appropriate easements are reserved.

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?

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	PALMQUIST, TAMI		
Division Director	MACDONALD, STEVEN		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal			
For the Mayor	PICCOLO, MIKE		

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edjohnson@spokanecity.org	akiehn@spokanecity.org
erivera@spokanecity.org	

R E S O L U T I O N 2025-0056

WHEREAS, on February 5, 2025, the Spokane City Council received a petition for the vacation of the east two hundred and fifty feet of the alley between Maxwell Avenue and Sinto Avenue, and between Elm Street and Oak Street, in the City of Spokane from owners having an interest in real estate abutting the above right-of-way; and

WHEREAS, it was determined that the petition was signed by the owners of more than two-thirds of the property abutting the east two hundred and fifty feet of the alley between Maxwell Avenue and Sinto Avenue, and between Elm Street and Oak Street, in the City of Spokane; and

WHEREAS, the City Council desires to set a time and date through this resolution to hold a public hearing on the petition to vacate the above property in the City of Spokane;

NOW, THEREFORE,

The City Council does hereby resolve the following:

That hearing on the petition to vacate the east two hundred and fifty feet of the alley between Maxwell Avenue and Sinto Avenue, and between Elm Street and Oak Street, in the City of Spokane will be held in front of the City Council at 6:00 P.M. or as soon thereafter as possible on **September 22, 2025**, and the City Clerk of the City of Spokane is instructed to proceed with all proper notice according to State law.

ADOPTED by the Spokane City Council, this _____ day of _____, 2025.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Vacation Map

CITY OF SPOKANE

Right-of-way Description:
The alley between Maxwell Avenue and Sinto Avenue, From Elm St. to Oak St. EXCEPT the west 50 feet.

Legend

Proposed Vacation

Printed by: edjohnson Print date: 5/12/2025

Agenda Sheet for City Council: **Committee:** Urban Experience **Date:** 07/14/2025 **Committee Agenda type:** Discussion		**Date Rec'd**	7/7/2025
		Clerk's File #	RES 2025-0057
		Cross Ref #	ORD C36736
Council Meeting Date: 08/18/2025		**Project #**	
Submitting Dept	DEVELOPMENT SERVICES CENTER	**Bid #**	
Contact Name/Phone	ELDON BROWN 625-6305	**Requisition #**	
Contact E-Mail	EBROWN@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	JBINGLE BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	4700 – RESOLUTION TO SET HEARING FOR THE CEDAR ST. VACATION		

Agenda Wording

Resolution to set the hearing for 9/22/25 for the vacation of Cedar Street between Carlisle Ave and Montgomery Ave EXCEPT the extended alley crossing Cedar St.

Summary (Background)

Adjacent property owners have applied to vacate the subject street and City Staff has solicited comments from the various City Departments and franchised private utility companies. After reviewing all comments received, Engineering is recommending against this right-of-way vacation.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	PALMQUIST, TAMI		
Division Director	PALMQUIST, TAMI		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

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edjohnson@spokanecity.org	akiehn@spokanecity.org
erivera@spokanecity.org	

R E S O L U T I O N 2025-0057

WHEREAS, on May 23, 2025, the Spokane City Council received a petition for the vacation of Cedar Street between Montgomery Ave. and Carlisle Ave. EXCEPT the extended alley crossing Cedar St. in the City of Spokane from owners having an interest in real estate abutting the above right-of-way; and

WHEREAS, it was determined that the petition was signed by the owners of more than two-thirds of the property abutting Cedar Street between Montgomery Ave. and Carlisle Ave., in the City of Spokane; and

WHEREAS, the City Council desires to set a time and date through this resolution to hold a public hearing on the petition to vacate the above property in the City of Spokane;

NOW, THEREFORE,

The City Council does hereby resolve the following:

That hearing on the petition to vacate Cedar Street Between Montgomery Ave. and Carlisle Ave. EXCEPT the extended alley crossing Cedar St., in the City of Spokane will be held in front of the City Council at 6:00 P.M. or as soon thereafter as possible on **September 22, 2025**, and the City Clerk of the City of Spokane is instructed to proceed with all proper notice according to State law.

ADOPTED by the Spokane City Council, this _____ day of _____, 2025.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

CITY OF SPOKANE

Right-of-way Description:
Cedar Street between Carlisle and Montgomery EXCEPT the portion of the extended alley crossing Cedar St.

Legend

Proposed Vacation

THIS IS NOT A LEGAL DOCUMENT: The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.

Printed by: edjohnson Print date: 7/2/2025

Agenda Sheet for City Council:

Committee: PIES **Date:** 07/21/2025

Committee Agenda type: Discussion

Council Meeting Date: 08/18/2025

Date Rec'd	7/16/2025
Clerk's File #	RES 2025-0059
Cross Ref #	LGL 2023-0029
Project #	
Bid #	
Requisition #	

Submitting Dept	PUBLIC WORKS
Contact Name/Phone	MARLENE FEIST 509-625-6505
Contact E-Mail	MFEIST@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Council Sponsor(s)	KKLITZKE BWILKERSON
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	5200 - PUBLIC RULE UPDATE TO WATER/WASTEWATER GFC'S

Agenda Wording

Public Rule 5200-23-01 update to General Facility Charges (GFCs) relating to Affordable Housing

Summary (Background)

With this resolution, Council would adopt an update to Public Rule 5200-23-01 that clarify Water and Wastewater General Facilities Charges (GFCS) - Incentives, Waivers & Offsets, specifically around affordable housing. The update to the public rule is needed to accomplish several things: 1. It removes reference to an offset of GFCs for accessory dwelling units, as that section expired at the end of 2024. 2. It adds language for "permissive waivers" as allowed by the Legislature's passage of ESB 5662, which will be enacted and effective July 27, 2025, and codified in RCW 35.92.385. This public rule declares that it is the policy of the City to not waive or offset GFCs with a non-utility funding source to pay the GFC. However, the new permissive waiver allows for a waiver of some GFC charges without a specific non-utility funding source in return for a 50-year covenant to limit sales or leases to low-income households under the affordable housing definition in RCW 36.70A.030(5). The administration proposes an update to the public rule would allow for a permissive waiver in the amount of 50% of the GFC Charges that would be regularly charged for housing projects that meet that definition with the appropriate covenant. An additional permissive waiver of 25% would be available for projects that apply for a Washington State Department of Commerce Connecting Housing to Infrastructure Program (CHIP) grant to pay for such GFC charges but does not receive a CHIP grant award because of lack of available funds. For background, Water and Wastewater GFCs are fees to recover an equitable share of the costs of infrastructure and capital improvements necessary for providing water and wastewater services to new or expanded developments. GFCs are one-time fees paid when a new development connects to the City's existing utility systems, or when an existing development significantly increases its water or wastewater usage.

What impacts would the proposal have on historically excluded communities?

Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans. Updates to this policy are designed to help defray the costs of developing affordable housing for rental properties that lease to households at 60% or less of the area median income or owner-occupied properties that sell to households at 80% or less of the area median income.

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?

Utilization of the elements within the public rule will be tracked.

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?

Public Works work plans and projects are consistent with annual budget strategies to manage costs, support approved projects in the 6-year CIP, and meet levels of service in the Water System Plan and Comprehensive Plan.

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	FEIST, MARLENE		
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	SCOTT, ALEXANDER		

Distribution List	
mfeist@spokanecity.org	mmarroquin@spokanecity.org

Spokane City Clerk No. RES 2025-0059

RESOLUTION REGARDING PUBLIC RULE

A resolution regarding adoption of the City of Spokane's Public Rule for Wastewater and Water General Facilities Charges and Incentives.

WHEREAS, the City of Spokane Wastewater Management Department General Facilities Charges (GFC) are contained in the Spokane Municipal Code (SMC) 13.03.0730, 13.03.0732, and 13.03.0734; and

WHEREAS, the City of Spokane Water and Hydroelectric Department Water GFCs are contained in SMC 13.04.2040, 13.04.2042, and 13.04.2044; and

WHEREAS, on March 5, 2024, the Spokane City Council approved the Public Rule entitled General Facilities Carges – Incentives, Waivers, and Offsets which set out the protocol for municipal utilities to identify alternative non-utility funds before agreeing to waive or offset any connection charges, as provided for is SHB 1326 and codified in RCW 35.92.385; and

WHEREAS, SHB 1326, codified in RCW 35.92.385 allow for a municipal utility to waive connection charges for specified properties, such as development of emergency shelter, transitional housing, permanent housing or affordable housing so long as the waived charges are funded using general funds, grant dollars, or other identified non-utility revenue stream; and

WHEREAS, the Washington State Legislature enacted ESB 5662, codified in RCW 35.92.385, effective July 27, 2025, allows for connection charges to be deterred so long as the property is maintained and covenanted in perpetuity as affordable housing pursuant to RCW 36.70A.030(5); and

WHEREAS, the City's Public Rule established March 5, 2023 is in need of update to provide for the Permissive Waivers; and

WHEREAS, the City of Spokane Public Rule regarding GFC Incentives and offsets, is attached and available to members of the public to review and comment, attached hereto as Attachment "A".

-- NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPOKANE that the City Council hereby approves and supports the PUBLIC RULE AND PROCEDURE REGARDING THE GENERAL FACILITIES CHARGES INCENTIVES AND OFFSETS, as contained in Attachment "A".

ADOPTED by City Council this ____ day of _____, 2025.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

ATTACHMENT “A”

CITY OF SPOKANE	RULE 5200-23-01
((~~UTILITIES~~)) PUBLIC WORKS DIVISION/DEVELOPMENT SERVICES	
PUBLIC RULE	LGL 2023-0029
TITLE: GENERAL FACILITY CHARGES – INCENTIVES, WAIVERS AND OFFSETS EFFECTIVE DATE: MARCH 5, 2024 REVISION EFFECTIVE DATE: AUGUST , 2025	

1.0 GENERAL

The City of Spokane ((~~Utilities~~)) Public Works Division establishes the following Public Rule, policy, and procedures for General Facility Charges (GFC) incentives, waivers and offsets.

This Public Rule relates to the requirement for municipal utilities to identify alternative non-utility revenues or funds before agreeing to waive or offset any connection charges. SHB 1326, enacted and effective July 23, 2023, allows connection charges to be waived or offset for properties owned or developed for purposes of providing emergency shelter, transitional housing, permanent supportive housing, or affordable housing, provided that a separate non-utility source of revenue such as general funds, grant dollars or other identified revenue stream is identified. This Public Rule outlines the parameters of how such offsets or waivers will be identified and awarded.

Additionally, ESB 5662, enacted and effective July 27, 2025, codified in RCW 35.92.385 allows for connection charges to be deferred ("Permissive Waiver") so long as the property is maintained and covenanted in perpetuity as affordable housing pursuant to 36.70A.030(5).

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 Public Rule shall apply to the City of Spokane Development Services Center, Wastewater Management Department, Water and Hydroelectric Department,

Integrated Capital Department, Engineering Services Department, and the Planning and Economic Development Department.

3.0 REFERENCES

Spokane Municipal Code (SMC) Chapter 08.07D
Spokane Municipal Code (SMC) Chapter 08.15
Spokane Municipal Code (SMC) Chapter 13.03
Spokane Municipal Code (SMC) Chapter 13.04
Spokane Municipal Code (SMC) Chapter 17C.300
Ordinance C-36369 and C-36372
RCW 35.92.380
RCW 35.92.385

4.0 DEFINITIONS

"GFC Charges" means those charges set forth in SMC 13.03.0734 and SMC 13.04.2044 as may be amended from time to time by the Engineering News-Record Index (ENR) calculated by City Staff, from October to October for the previous year. The initial ENR index will occur prior to March 5, 2024 after which this annual increase will occur January 1, 2025, and occur each January 1 thereafter.

5.0 POLICY

5.1 It is the Policy of the City of Spokane not to waive GFC Charges without prior identification of a non-utility revenue stream such as general fund dollars or grant funds.

5.2 Any offset or deferral of the developer's cost of the GFC shall be replaced with funds from non-utility revenue sources, such as grant dollars or other general fund revenues.

5.3 Such offset or deferral must be clearly identified and paid by the other source at time of application for connection, application for a building permit, or as otherwise ordered by the Director of Public Works.

5.4 <u>In limited circumstances defined in 6.2 below, some affordable housing projects may receive a "permissive waiver" of a portion of GFC charges without payment by a non-utility revenue stream in return for the placement of a 50-year covenant to retain specific affordability requirements.</u>

6.0 PROCEDURES

((~~6.1 Accessory Dwelling Units.~~

~~In response to the ongoing local and national housing crisis, relief should be provided to residents and businesses. The City may offset one hundred percent (100%) of GFC Charges for an Accessory Dwelling Unit if it meets all of the criteria in this section. This fee offset shall expire at 5:00 p.m. on December 31, 2024. The criteria for the fee offset are as follows:~~

~~6.1.1 The offset shall be limited to the construction of a new Accessory Dwelling Unit approved under SMC 17C.300.~~

~~6.1.2 The lot shall be located at least partially within one half mile of a Center or Corridor, Context Area, Downtown zone, or CC3 zoning overlay. Distances are measured in a straight line between the zone/overlay boundary to the lot line of the site containing the development.~~))

6.((~~2~~))1 Affordable Housing.

In response to the ongoing local and national housing crisis, fifty percent (50%) of a project's GFC Charges may be deferred or offset for the construction of affordable housing((~~.~~)), as defined in RCW 36.70A.030(5). Deferred or offset fees shall be paid by ((~~the~~)) an identified alternative revenue source at the time GFC Charges are due. The remainder shall be paid by the developer. Projects that qualify for the affordable housing deferral or offset shall meet one of the following criteria:

6.((~~2~~))1.1 For a project that qualifies for the twelve-year exemption under the Multiple Family Housing Property Tax Exemption as described in SMC 08.15.090, GFC Charges subject to this rule may be deferred for the life of the property tax exemption. Projects that maintain qualifying status for the entire twelve-year period may have fees permanently offset at the end of the twelve-year period.

6.((~~2~~))1.2 For a project that qualifies for the twenty-year exemption under the Multiple Family Housing Property Tax Exemption as described in SMC 08.15.090, GFC Charges subject to this rule may be deferred for the life of the property tax exemption. Projects that maintain qualifying status for the entire twenty-year period may have fees permanently offset at the end of the twenty-year period.

6.((~~2~~))1.3 For a project that qualifies for the sales and use tax exemption under the Sales and Use Tax Deferral Program for Affordable Housing as described in SMC 08.07D, GFC Charges subject to this rule shall be deferred for the life of the sales and use tax exemption. Projects that maintain qualifying status for the entire ten-year period may have fees permanently offset at the end of the ten-year period.

6.((~~2~~))1.4 For projects that qualify for the use of funds from the Sales and Use Tax for Housing and Housing-Related Supportive Services as described in chapter 08.07D SMC, GFC Charges subject to this rule may be offset.

6.((~~2~~))1.5 For projects receiving funding through state, or federal programs for affordable housing, fees under this section may be offset.

6.((~~2~~))1.6 For projects to build owner-occupied ((~~on~~)) property with a covenant to limit sales to low-income households earning no more than 80 percent of the area median income, fees under this section may be offset, so long as affordability is retained for a minimum of 50 years.

6.2 "Permissive Waiver" of some GFC Charges; Conditions of Waiver

6.2.1 A "Permissive Waiver" allows for a waiver of some GFC charges without a specific non-utility funding source in return for a 50-year covenant to limit sales or leases to low-income households and other requirements.

6.2.2 A permissive waiver of 50% of GFC Charges that would be regularly charged may be granted by the City for owner-occupied properties with a covenant that limits sales to low-income households earning no more than 80 percent of the area median income.

6.2.3 A permissive waiver of 50% of GFC Charges that would be regularly charged may be granted by the City for rental properties with a covenant to limit leases to low-income households earning no more than 60 percent of the area median income.

6.2.4 For multi-family residential projects that include housing units with both qualified, affordable units and non-qualified units, the permissive waiver will be pro-rated accordingly. For example, if a project has 10 units, but only half of them meet the requirements, the permissive waiver would equal half of the original 50% permissive waiver.

6.2.5 An additional permissive waiver in the amount of 25% of GFC Charges for rental or owner-occupied properties that meet the requirements listed in 6.2.2 and 6.2.3 if the project completes an application for a Washington State Department of Commerce Connecting Housing to Infrastructure Program (CHIP) grant to pay for such GFC charges but does not receive a CHIP grant award because of lack of available funds. Again, the additional waiver will

be pro-rated for multi-family projects that include both qualified and non-qualified units as in 6.2.4.

6.2.6 Any covenant satisfying the requirements of Section 6.2.2 and 6.2.3 shall, at least, contain explicit restrictions that include:

1. Price restrictions and household income limits as defined in 6.2.2 and 6.2.3.

2. A provision that specifies that if the property is converted to a use other than as set forth in 6.2, the property owner must pay the applicable General Facilities Charges at the rate in effect at the time of conversion.

6.2.7 All Covenants required under 6.2 shall be recorded with the Spokane County Auditor. At such time as a property receiving a permissive waiver is no longer operating under the eligibility requirements, all GFC connection charges for the properties are immediately due and payable to the City's water and wastewater utilities as a condition of continued service. The amount owed would be equal to the GFC rates in effect at the time of the change.

6.3 Failure to Maintain Qualifications for Deferred GFC Charges.

A project with deferred GFC Charges that maintains qualifying status under 6.((~~2~~))1 for the duration specified shall have the indicated amount of GFC Charges offset permanently at the end of the term. A project that fails to maintain qualifying status under 6.((~~2~~))1 for the duration specified shall repay all deferred GFC Charges to the City((~~.~~)), or as funded initially.

6.4 Maximum Limit of Deferral or Offset under Section 6.1.

6.((~~3~~))4.1 The maximum offset or deferral for a water GFC Charge shall be forty thousand dollars ($40,000) per project.

6.((~~3~~))4.2 The maximum offset or deferral for a sewer GFC Charge shall be twenty thousand dollars ($20,000) per project.

6.5 Funding.

6.5.1 Offsets or deferrals shall be awarded on a first-come, first-served basis. When an identified alternative source of revenue is depleted, another revenue source must be identified or an offset or deferral shall not be awarded.

6.5.2 Some alternative sources of revenue, such as grant funds, may have additional restrictions on the use of funds. A project that qualifies for a deferral or offset under this rule may not qualify for any of the identified alternative sources of revenue. A project that fails to qualify under the limitations of available alternative sources of revenue shall not be awarded an offset or deferral.

6.5.3 Nothing in this Public Rule shall preclude the use of third-party sources of funding, such as grants, from contributing towards a project's GFC Charge.

6.6 Other incentives may be identified based on the project details, timing, state or local incentives upon approval of the Director of Planning and Economic Services Department.

7.0 RESPONSIBILITIES

The City of Spokane Wastewater Management Department, Water and Hydroelectric Department, the City of Spokane Integrated Capital Management Department, Engineering Services Department, and the City of Spokane Accounting Departments through the Planning and Economic Development Department shall administer this Public Rule.

APPROVED BY:

_____	_____
City Administrator	Date
_____	_____
Public Works Director	Date
_____	_____
City Attorney	Date

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 07/28/2025

Committee Agenda type: Discussion

Council Meeting Date: 08/18/2025

Date Rec'd	7/22/2025		
Clerk's File #	RES 2025-0061		
Cross Ref #			
Project #			
Submitting Dept	FINANCE, TREASURY & ADMIN	**Bid #**	
Contact Name/Phone	MATT BOSTON 625-6820	**Requisition #**	
Contact E-Mail	MBOSTON@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	PDILLON BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	0410 - RESOLUTION APPOINTING KEVIN SCHMITT AS DIR. OF ACCOUNTING		

Agenda Wording

Resolution appointing Kevin Schmitt as the Director of Accounting.

Summary (Background)

Kevin Schmitt was selected for appointment to the position by Mayor Lisa Brown and is being presented for confirmation to the Director of Accounting.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

N/A

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	STRATTON, JESSICA		
Division Director	BOSTON, MATTHEW		
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	

RESOLUTION 2025 - 0061

A resolution approving the appointment of Kevin Schmitt as the Director of Accounting for the City of Spokane.

WHEREAS, Section 24 of the City Charter provides that the Mayor shall have the power to appoint department heads subject to the approval of the City Council; and

WHEREAS, Section 2.14 F of the City Council Rules of Procedures states that approval of appointment of department heads shall be by resolution during the City Council's legislative session; and

WHEREAS, after full consideration, Mayor Lisa Brown has appointed Kevin Schmitt as the Director of Accounting for the City of Spokane.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Spokane that it hereby approves the appointment of Kevin Schmitt as the Director of Accounting for the City of Spokane.

PASSED BY THE CITY COUNCIL ON _____, 2025.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Agenda Sheet for City Council: **Committee:** PIES **Date:** 07/21/2025 **Committee Agenda type:** Consent		**Date Rec'd**	7/17/2025
		Clerk's File #	RES 2025-0062
		Cross Ref #	
Council Meeting Date: 08/18/2025		**Project #**	
Submitting Dept	COMMUNITY, HOUSING & HUMAN	**Bid #**	
Contact Name/Phone	DAWN KINDER (509)625-6443	**Requisition #**	
Contact E-Mail	DKINDER@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	ZZAPPONE JBINGLE KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** NO	
Agenda Item Name	HOME LOAN FORGIVENESS – EL ESTERO		

Agenda Wording

(SEE BELOW)

Summary (Background)

Catholic Charities Eastern Washington merged with Spokane Housing Ventures during in 2022 and took responsibility for all SHV properties. The SHV portfolio required facilities and maintenance work that had been deferred for some time on approximately 1200 affordable housing projects. CCEW is seeking to close on an aq-rehab for the El Estero and Catherine Johnson Court properties, leveraging two projects together is critical to the scale needed for financing. Part of the financing requirements for this critical rehab work is reducing overall debt ratio on the project so that CCEW can afford, long term, to finance the debt on the project while also supporting critical service needs of those living on site. The request before City Council only involves El Estero. The City of Spokane via the CHHS Department manages the HOME Investment Partnership program from HUD focused on affordable housing development and preservation. The CHHS currently manages 145 loans via the HOME program which has been in existence since 1965. Approximately 75% of HOME loan funds are provided as forgivable loans to help maintain and preserve affordable housing in the community. Spokane Housing Ventures received a HOME loan for $499,500 on 09/06/2002 and an additional HOME loan for $106,250 on 10/21/2004 to acquire and rehab an apartment complex for affordable housing. 54 of the units are identified as HOME-assisted units in the apartment complex. The project was completed in IDIS on 06/28/2005 and is recorded as one CHDO project with HUD for $608,750.00. Notes in IDIS indicate the additional HOME funds were provided to cover the costs of unexpected mold discoveries. The Affordability Period for both loans are 25 years after the IDIS completion date of 06/28/2005, or for the period in which the loan is outstanding. Based on the IDIS completion date the Affordability Period would end 06/28/2030 if the loan is paid in full. CCEW is requesting, and CHHS supports, the forgiveness of HOME funds in the El Estero project, totaling $608,750.00, allowing CCEW to complete the necessary rehab on the existing units, afford

long term debt and services on the units, and extend the affordability period for an additional 40 years on the units. The affordability period extension preserves the units in the affordability stock for over 30 years longer than the original loan documents. To accomplish that CHHS will submit a Resolution for City Council, demonstrating the affordability terms on the project for the next 40 years, and the forgiveness of the HOME Loans on the project.

What impacts would the proposal have on historically excluded communities?

This forgiveness would ensure the preservation of affordability for underserved populations in our 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?

Data will be collected per HOME HUD regulations and in accordance with City Contract requirements.

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

This project will be monitored for affordability via funding from Washington State Housing Finance Commission.

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 will remain consistent with the Consolidated Plan.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	N/A
Total Cost	$ 0
Current Year Cost	$ 0
Subsequent Year(s) Cost	$ 0

Narrative

Includes forgiveness of HOME Loans totaling $605,750.00

Amount		Budget Account
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	N/A
Funding Source Type	Grant
Is this funding source sustainable for future years, months, etc?	

Expense Occurrence	N/A
Other budget impacts (revenue generating, match requirements, etc.)	

Approvals		**Additional Approvals**	
Dept Head	GBYRD	**ACCOUNTING -**	GBYRD
Division Director	GBYRD		
Accounting Manager	GBYRD		
Legal	GBYRD		
For the Mayor	GBYRD		

Distribution List	

Committee Agenda Sheet
Public Infrastructure, Environment & Sustainability Committee

Committee Date	September 21, 2024
Submitting Department	Community, Housing, and Human Services
Contact Name	Dawn Kinder
Contact Email & Phone	dkinder@spokanecity.org
Council Sponsor(s)	Zappone, Bingle, Klitzke
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested: 15 minutes
Agenda Item Name	HOME Loan Forgiveness – El Estero
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Catholic Charities Eastern Washington merged with Spokane Housing Ventures during in 2022 and took responsibility for all SHV properties. The SHV portfolio required facilities and maintenance work that had been deferred for some time on approximately 1200 affordable housing projects. CCEW is seeking to close on an aq-rehab for the El Estero and Catherine Johnson Court properties, leveraging two projects together is critical to the scale needed for financing. Part of the financing requirements for this critical rehab work is reducing overall debt ratio on the project so that CCEW can afford, long term, to finance the debt on the project while also supporting critical service needs of those living on site. The request before City Council only involves El Estero. The City of Spokane via the CHHS Department manages the HOME Investment Partnership program from HUD focused on affordable housing development and preservation. The CHHS currently manages 145 loans via the HOME program which has been in existence since 1965. Approximately 75% of HOME loan funds are provided as forgivable loans to help maintain and preserve affordable housing in the community. Spokane Housing Ventures received a HOME loan for $499,500 on 09/06/2002 and an additional HOME loan for $106,250 on 10/21/2004 to acquire and rehab an apartment complex for affordable housing. 54 of the units are identified as HOME-assisted units in the apartment complex. The project was completed in IDIS on 06/28/2005 and is recorded as one CHDO project with HUD for $608,750.00. Notes in IDIS indicate the additional HOME funds were provided to cover the costs of unexpected mold discoveries. The Affordability Period for both loans are 25 years after the IDIS completion date of 06/28/2005, or for the period in which the loan is outstanding. Based on the IDIS completion date the Affordability Period would end 06/28/2030 if the loan is paid in full. CCEW is requesting, and CHHS supports, the forgiveness of HOME funds in the El Estero project, totaling $608,750.00, allowing CCEW to complete the necessary rehab on the existing units, afford long term

	debt and services on the units, and extend the affordability period for an additional 40 years on the units. The affordability period extension preserves the units in the affordability stock for over 30 years longer than the original loan documents. To accomplish that CHHS will submit a Resolution for City Council, demonstrating the affordability terms on the project for the next 40 years, and the forgiveness of the HOME Loans on the project.

Fiscal Impact

Approved in current year budget? ☐ Yes ☐ No ☒ N/A

Total Cost: $0.00

Current year cost: $0

Subsequent year(s) cost: 0

Narrative: Includes forgiveness of HOME Loans totaling $605,750.00

Funding Source ☐ One-time ☐ Recurring ☐ N/A

Specify funding source: Grant

Grants and Taxes HOME Loan HUD Entitlement Program

Is this funding source sustainable for future years, months, etc?

Expense Occurrence ☐ One-time ☐ Recurring ☒ N/A

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

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

What impacts would the proposal have on historically excluded communities?

This forgiveness would ensure the preservation of affordability for underserved populations in our 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?

Data will be collected per HOME HUD regulations and in accordance with City Contract requirements.

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

This project will be monitored for affordability via funding from Washington State Housing Finance Commission.

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 will remain consistent with the Consolidated Plan.

Agenda Sheet for City Council: **Committee:** Urban Experience **Date:** 07/14/2025 **Committee Agenda type:** Discussion		**Date Rec'd**	7/9/2025
		Clerk's File #	RES 2025-0064
		Cross Ref #	
Council Meeting Date: 08/18/2025		**Project #**	
Submitting Dept	COMMUNITY, HOUSING & HUMAN	**Bid #**	
Contact Name/Phone	HEATHER PAGE 509-625-6578	**Requisition #**	
Contact E-Mail	HPAGE@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	JBINGLE BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** NO	
Agenda Item Name	1680- 2025 AFFORDABLE HOUSING DEVELOPMENT & TENANT BASED RENTAL		

Agenda Wording

2025 Affordable Housing Development and Tenant Based Rental Assistance Funding Recommendations. CHHS seeks approval of the 2025 Affordable Housing Development and Tenant-Base Rental Assistance funding recommendations approved by the CHHS Board.

Summary (Background)

On March 6, 2025, Community Housing and Human Services (CHHS), issued an Affordable Housing Development and Tenant-Based Rental Assistance Request for Proposals (RFP) for an estimated total of $7,499,098 in funding through four funding sources. • $5,000,000 1590 Affordable Housing Development Funds • $1,000,000 1406 Affordable Housing Development Funds • $999,098 HOME Affordable Housing Development Funds • $500,000 HOME-ARP TBRA Funds The City of Spokane's priority goal for this Affordable Housing Development Request for Proposals (RFP) was to increase and preserve the affordable housing inventory and support affordable housing opportunities for extremely low and low-income households. Funding source specific requirements and priorities were clearly articulated in the RFP. Additionally, all applicants were required to leverage other funds to be eligible for consideration of City funds in this RFP. The RFP was publicly noticed in the Spokesman Review, the City's website, and through email distribution lists. Technical assistance was a requirement of the application process. CHHS staff offered both a public technical assistance workshop on March 19, 2025, and an additional seventeen (17) individual technical assistance meetings for maximum flexibility. In all, eighteen (18) organizations met with CHHS staff for technical assistance between March 19, 2025, and April 28, 2025. CHHS received eleven (11) applications in the 2025 funding round. Applications included requests for new construction, rehabilitation leading to new units, homeownership, and tenant-based rental assistance funding. All applications received were eligible for funding. The Affordable Housing Committee reviewed the eleven (11) applications and met on June 10, 2025, to discuss the applications and to recommend applications for funding. In addition to the scoring criteria of conceptual soundness, financial feasibility, organizational capacity and project readiness, the Affordable Housing Committee (AHC) also considered funding distribution across project types, funding restrictions of the

funding sources, the amount and source of leveraged funds, and the vulnerability of the population served by a project in recommending one project for funding over another project. After careful consideration, AHC recommended the two (2) highest scoring affordable housing development projects, the highest scoring TBRA project, and the only homeownership project for full funding. Partial funding was recommended for an additional four (4) affordable housing development projects, and the remaining TBRA project. Two (2) projects were not recommended for funding. • Of the affordable housing development projects recommended for funding, four (4) projects are new construction projects. 95 new units of mixed income housing will be constructed, 63 of those new units will serve households earning 60% AMI or less. • Two (2) of the affordable housing development projects recommended for funding are rehabilitation projects leading to new units. The two (2) rehabilitation projects will preserve 50 units of affordable housing for households earning 50% AMI or less and add an additional 49 units of affordable housing serving households earning 80% AMI or less. • The homeownership project will lead to twelve (12) new single-family townhomes, six (6) of which will be sold to households earning 80% AMI or less. • The recommended TBRA projects will serve vulnerable populations as described by HUD in CPD Notice 21-10. The total households served between the two (2) projects, adjusted for a partial award, is 86 eligible households served over the two-year contract term. A total of nine (9) applications of the eleven (11) applications submitted were partially or fully funded. These projects will increase and preserve the affordable rental housing inventory, expand affordable homeownership opportunities, and support vulnerable populations in locating and securing housing. In total, 206 housing units were either created or preserved. • 95 new construction units created • 50 units preserved through rehabilitation • 49 new units created through rehabilitation • 12 new townhomes for ownership All 1406, 1590, and HOME funds available were recommended for allocation. HOME CHDO funds were not awarded in this round. No certified CHDO applied for funding. The CHHS Board reviewed AHC's recommendations and voted to approve the recommendations on July 2, 2025. The recommendations are as follows: HOME-ARP TBRA MiA - Mujeres in Action - Safe Harbor $224,000 Family Promise of Spokane $276,000 HOMEOWNERSHIP Ben Burr Townhomes $1,000,000 NEW CONSTRUCTION Proclaim Liberty Bethany $885,000 Volunteers of America Eastern Washington and Northern Idaho $2,000,000 Proclaim Liberty Knox-Lumen mixed use Not Funded Threshold Project $1,599,098 MiA - Mujeres in Action Affordable Housing Program $222,494 Latinos En Spokane Not Funded REHABILITATION LEADING TO NEW UNITS The Collins Building $892,506 Cornerstone Courtyard - 7 New Units $400,000

What impacts would the proposal have on historically excluded communities?

HOME, 1406 and 1590 funds support households earning less than 60%AMI. HOME-ARP and 1590 projects must also serve households from special populations. supports households earning less than 80% AMI.

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?

HOME/HOME-ARP follow HUD protocols in reporting demographic data associated with projects. Data is reported in IDIS, HUD's reporting and data collection platform for HOME and HOME-ARP. 1406/1590 projects will report the same demographic data for household income as the HOME projects, and will report additional information regarding the special populations as defined in the RCW.

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

The performance of Affordable Housing projects is reported annually. Changes are made to projects to increase effectiveness during each contract term.

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 Affordable Housing Development and TBRA funding allocations align with the City of Spokane's 2025-2029 Consolidated Plan and the 2025 Annual Action Plan.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	**$** 7,499,098
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Funding includes: The City of Spokane's annual HOME formula grant allocation from HUD, dedicated TBRA funds from the 2021 HUD allocation of HOME-ARP funds, 1590 housing development funds, and 1406 housing development funds.

Amount		Budget Account
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	One-Time

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

The HOME and HOME-ARP allocations are budget neutral as the expenses will be offset by the revenue from HUD reimbursements. 1406 and 1590 are tax revenue dollars. HOME: $999,098 HOME-ARP: $500,000 1590: $5,000,000 1406: $1,000,000

Approvals		Additional Approvals	
Dept Head	KINDER, DAWN	**ACCOUNTING -**	BROWN, SKYLER
Division Director	KINDER, DAWN		
Accounting Manager	BROWN, SKYLER		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	chhscontracts@spokanecity.org
chhsaccounting@spokanecity.org	hpage@spokanecity.org

RESOLUTION 2025-0064

A resolution setting forth the City Council's approval and endorsement of funding for contracts for CHHS arising from the HOME Investment Partnership program allocation, the HOME-ARP Tenant Based Rental Assistance allocation, the 1590 Sales and Uses Tax Revenue allocation, and the 1406 Sales and Uses Tax Revenue allocation. This resolution authorizes the execution of the applicable and appropriate contracts once formalized without further City Council action.

WHEREAS, CHHS accepted applications for affordable housing funding through an open, competitive process March 6, 2025-May 5, 2025; and

WHEREAS, on June 10, 2025, the CHHS Affordable Housing Committee thoroughly reviewed the applications and recommended nine projects for funding.

These projects are:

1.	MiA - Mujeres in Action - Safe Harbor	$224,000
2.	Family Promise of Spokane	$276,000
3.	Ben Burr Townhomes	$1,000,000
4.	Proclaim Liberty Bethany	$885,000
5.	Volunteers of America Eastern Washington and Northern Idaho	$2,000,000
6.	Threshold Project	$1,599,098
7.	MiA - Mujeres in Action Affordable Housing Program	$222,494
8.	The Collins Building	$892,506
9.	Cornerstone Courtyard - 7 New Units	$400,000

WHEREAS, the CHHS Board reviewed the Affordable Housing Committee's recommendations and approved the recommendations to go forward to the Spokane City Council for consideration; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Spokane formally approves and endorses the funding contracts arising from this affordable housing funding round set forth in Attachment A that will be executed once formalized;

BE IT IS FURTHER RESOLVED that the City Council authorizes the administration through CHHS and any other applicable staff to execute the appropriate contracts and related documents without further action of the City Council.

ADOPTED by the City Council this _____ day of _____, 2025.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Agenda Sheet for City Council:

Committee: PIES **Date:** 07/21/2025

Committee Agenda type: Consent

Council Meeting Date: 08/18/2025

Date Rec'd	7/15/2025		
Clerk's File #	RES 2025-0065		
Cross Ref #	OPR 2025-0541		
Project #			
Submitting Dept	WATER & HYDROELECTRIC SERVICES	**Bid #**	SOLE SOURCE
Contact Name/Phone	RAYLENE 509-625-7821	**Requisition #**	RE #20783
Contact E-Mail	RGENNETT@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	BWILKERSON JBINGLE KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	4100 SOLE SOURCE RESOLUTION - BULK REPLACEMENT CHLORINE GAS		

Agenda Wording

Purchase of chlorine gas components from Sound Water Services, Inc. (CHEHALIS, WA) for $60,514.87 Plus Tax.

Summary (Background)

The Spokane City Water Dept is requesting approval to purchase replacement chlorine gas components that are a critical part of our municipal water production. The existing chlorine gas components are far past their intended lifespan and replacement will reduce potential safety incidents and improve water system reliability.

What impacts would the proposal have on historically excluded communities?

Public works projects and services aim to improve infrastructure that serves 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.

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

This work is for the Spokane City Water Dept and is not a public-facing program.

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?

This work is part of the Capital Improvement Program and is necessary to improve failing infrastructure, improve worker safety, and ensure safe dam operations.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 60,514.87
Current Year Cost	$ 60,514.87
Subsequent Year(s) Cost	$ Zero

Narrative

This project was a sole source solicitation, using City of Spokane Purchasing policies and procedures, to ensure interchangeability with existing system components. The vendor is the sole regional distributor for the Manufacturer.

Amount		Budget Account
Revenue	$ 60,514.87	# 4100 42490 94340 56401 11024
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Program Revenue

Is this funding source sustainable for future years, months, etc?

Water Dept CIP, 4100-42490-94340-56401-11024

Expense Occurrence

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

Increase to water production reliability for the entire distribution system.

Approvals		Additional Approvals	
Dept Head	HOPKINS, LEON	PURCHASING	PRINCE, THEA
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

rgennett@spokanecity.org	tprince@spokanecity.org
crickman@spokanecity.org	tlester@spokanecity.org
nrussell@spokanecity.org	rrpenaluna@spokanecity.org

Committee Briefing Paper
Public Infrastructure, Environment & Sustainability Committee

Committee Date	7-21-25
Submitting Department	Water and Hydroelectric Services
Contact Name	Raylene Gennett
Contact Email & Phone	rgennett@spokanecity.org 509-625-7821 or 509-638-9983
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested:
Agenda Item Name	4100 Bulk Replacement Chlorine Gas Components
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	The Spokane City Water Dept is requesting approval to purchase replacement chlorine gas components that are a critical part of our municipal water production. The existing chlorine gas components are far past their intended lifespan and replacement will reduce potential safety incidents and improve water system reliability.

Fiscal Impact

Approved in current year budget? ☒ Yes ☐ No ☐ N/A

Total Cost: $60,514.87

Current year cost: $60,514.87

Subsequent year(s) cost: N/A

Narrative: **This project was a sole source solicitation, using City of Spokane Purchasing policies and procedures, to ensure interchangeability with existing system components. The vendor is the sole regional distributor for the Manufacturer.** .

Funding Source ☒ One-time ☐ Recurring ☐ N/A

Specify funding source: Program revenue

Is this funding source sustainable for future years, months, etc? **Water Dept CIP, 4100-42490-94340-56401-11024**

Expense Occurrence ☒ One-time ☐ Recurring ☐ N/A

Other budget impacts: (revenue generating, match requirements, etc.) **Increase to water production reliability for the entire distribution system.**

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

- What impacts would the proposal have on historically excluded communities?
  Public works projects and services aim to improve infrastructure that serves 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.

- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?
  This work is for the Spokane City Water Dept and is not a public-facing program.

- 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?
  This work is part of the Capital Improvement Program and is necessary to improve failing infrastructure, improve worker safety, and ensure safe dam operations.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

Clerks No. RES 2025-0065

SOLE-SOURCE RESOLUTION

A RESOLUTION declaring **Sound Water Services, Inc.** a sole-source provider and authorizing the City to enter into a Purchase Order for **Bulk Replacement Chlorine Gas Components** for **$60,514.87.**

WHEREAS,; The City of Spokane Water Department uses chlorine gas to sanitize the source water at the wells for the health of the system. The gas handling components currently used are made by Superior and this bulk component purchase is to refurbish the systems after many years of use. This purchase will maintain system compatibility, ensure parts/component interchange, and eliminate Staff manhours on learning a different system and

WHEREAS, Sound Water Services, Inc. is the sole regional vendor for Superior Chlorine components ; and

WHEREAS, This purchase is necessary to safely maintain the Water Departments source water sanitation systems. Failure to maintain the integrity of the chlorine gas systems could result in airborne hazards to the community and loss of water sanitizing for system health. The potential financial impacts far outweigh the cost of these components

WHEREAS, the expenditure for **Bulk Replacement Chlorine Gas Components** exceeds the **2025** public bid limit of $50,000

-- Now, Therefore,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby declares the purchase of **Bulk Replacement Chlorine Gas Components** a sole source purchase through **Sound Water Services, Inc.**, without public bidding.

ADOPTED BY THE CITY COUNCIL ON _____

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

CITY OF SPOKANE
808 W Spokane
Falls Blvd
Spokane WA
99201

Sole Source Justification

Description of Product/Service **Bulk Replacement Chlorine Gas Components**

Requisition Number: **N/A**

Estimated amount of this purchase: $ **60514.87**

Contract Period: **June 16, 2025 to December 31, 2025**

Department: **Water** Contact Person: **Cary Rickman** Phone: **742-8155**

Due Date: **July 1, 2025** Work must be completed by: **December 31, 2025**

Date Material/Equipment/Supplies must be delivered by: **August 1, 2025**

Location: **Water Dept source wells**

Date Service must begin by:

Please provide the following information in order to document justification of a sole source purchase.

1. Explain why the product/service requested is the only product/service that can satisfy your requirements, and explain why alternatives are unacceptable. Be specific with regard to specifications, features, characteristics, requirements, capabilities, and compatibility. Describe what steps have been undertaken to make this determination.

The City of Spokane Water Dept uses chlorine gas to sanitize the source water at the wells for the health of the system. The gas handling components currently used are made by Superior and this bulk component purchase is to refurbish the systems after many years of use. This sole source purchase request is to maintain system compatibility, ensure parts/component interchange, and eliminate Staff manhours on learning a different system.

2. Explain why this service provider, supplier, or manufacturer is the only practicably available source from which to obtain this product or service, and describe the efforts that were made to verify and confirm whether, or not, this is so. (Obtain and include a letter from the manufacturer confirming claims made by distributers or exclusive distributorships regarding the product or service, if that is cited as a reason for this Sole Source.)

Sound Water Services is the sole regional vendor for Superior chlorine components.

3. Will this purchase obligate us to a particular vendor for future purchases (either in terms of maintenance that only this vendor will be able to perform and/or if we purchase this item, will we need more "like" items in the future to match this one)?

There is not an obligation to continue to use Superior products, but they have been a reliable and cost-effective solution for the Water Department's sanitizing needs for many decades. Switching to a different brand would cause increased Staff manhours for re-training, and product incompatibility in the systems and spare parts.

4. Explain why the price for this product or service is considered to be fair and reasonable.

Sound Water Services is the sole regional vendor for Superior chlorine components. Competition was not possible.

5. Describe the negotiation efforts, if any, that have been made with the supplier to obtain the best possible price.

The manufacturer of Superior products, Chemical Injection Technologies, has a long history of supply and support with the City of Spokane. The local vendor, Sound Water Services, continues this tradition of excellent service and fair pricing.

6. Explain the consequence(s) to the city or public, including a dollar estimate of the financial impact, if this Sole Source is not approved.

This purchase is necessary to safely maintain the Water Department's source water sanitation systems. Failure to maintain the integrity of the chlorine gas systems could result in airborne hazards to the community and loss of water sanitizing for system health. The potential financial impacts far outweigh the cost of these components.

Requested Vendor: **Sound Water Services, Inc**

Vendor's Address: **PO Box 448, Chehalis WA 98532**

Vendor Contact: **Joseph Prok** Phone: **253-241-8193**

If the cost of the sole source procurement is greater than the appropriate procurement threshold for department action, immediately contact the Purchasing Division or City Attorney's Office as appropriate.

My department's recommendation for sole source is based upon an objective review of the good/service being required and appears to be in the best interest of the City. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favor, or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

Signature of Requestor (must be an authorized Department Buyer) — Date: 6/16/25

Signature of Department Head or Designee — Date: 06/16/2025

Approval by Purchasing (Over $50,000) — Date

Approval by Grants Management (Required for grant funded purchases) — Date

Rev. 8/2017

Chemical Injection Technologies, Inc.
835 Edwards Road, Fort Pierce, FL, 34982, U.S.A.
Tel: (772) 461-0666 Fax: (772) 460-1847
E-Mail: greg@chlorinators.com

June 16, 2025

Cary Rickman
Upriver Maintenance Foreman
City of Spokane Water Dept.

Dear Cary,

Sound Water Services, Inc.; 164 Garrett Loop; Chehalis, WA 98532, is the Sole Authorized Source for Superior Water Solutions gas feed equipment and accessories manufactured by Chemical Injection Technologies, Inc., in the Spokane, WA and surrounding areas.

Sound Water Services, Inc. is very experienced with this type of equipment and is authorized by Chemical Injection Technologies, Inc. to sell, service, install and repair all Superior Water Solutions products.

Authorization is valid through the 2026 calendar year. If you have any questions, please call me at the number listed above.

Sincerely,

Greg Bowling
National Sales Manager
Chemical Injection Technologies, Inc.

Signature: Jason Nechanicky (Jun 16, 2025 14:48 PDT)
Email: jnechanicky@spokanecity.org

License Information:

New search Back to results

Entity name: SOUND WATER SERVICES, INC.

Business name: SOUND WATER SERVICES, INC.

Entity type: Profit Corporation

UBI #: 603-445-535

Business ID: 001

Location ID: 0001

Location: Active

Location address: 164 GARRETT LOOP
CHEHALIS WA 98532-9111

Mailing address: 164 GARRETT LOOP
CHEHALIS WA 98532-9111

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this locatio	License #	Count	Details	Status	Expiration date	First issuance da
Bellingham General Business	060819			Active		May-03-2017
Spokane General Business - Non-Resident				Active	Oct-31-2025	Aug-23-2017

Owners and officers on file with the Department of Revenue

Owners and officers	Title
PROK, JOSEPH	
SADLER PROK, SARAH	

The Business Lookup information is updated nightly. Search date and time: 7/8/2025 10:58:51 AM

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Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 06/23/2025

Committee Agenda type: Discussion

Council Meeting Date: 07/14/2025

Date Rec'd	6/19/2025		
Clerk's File #	ORD C36723		
Cross Ref #			
Project #			
Submitting Dept	CITY COUNCIL	**Bid #**	
Contact Name/Phone	PAUL DILLON 625-6254	**Requisition #**	
Contact E-Mail	PDILLON@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	PDILLON ZZAPPONE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	0320 ORDINANCE RELATING PUBLIC WORKS PROJECTS ABOVE $5 MILLION		

Agenda Wording

Ordinance titled "Public Dollars For Public Benefit," relating to City public works; enacting a new Article XI, Chapter 07.06.800 of the Spokane Municipal Code, and setting an effective date.

Summary (Background)

This ordinance is titled "Public Dollars For Public Benefit," and relates to City public works projects, develops a model community workforce agreement and priority hiring policy to promote training and career opportunities for individuals in the construction trades; establishes priorities for the hiring of residents in economically distressed areas; and directs the Finance Department to execute a project labor agreement for public works projects estimated to cost $5 million or more.

What impacts would the proposal have on historically excluded communities?

Not yet analyzed, although the ordinance is expected to improve job opportunities among individuals in historically excluded communities on public works projects.

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 fully analyzed, although the ordinance calls for annual reporting to the Mayor and council that will presumably include such data.

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

Not fully analyzed, although the ordinance calls for annual reporting to the Mayor and council that will presumably include such data.

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?

Not yet analyzed

Council Subcommittee Review

Not applicable

Fiscal Impact	
Approved in Current Year Budget?	NO
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

There is anticipated to be administrative costs associated with this ordinance, but those costs have not been analyzed as yet

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	

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

Approvals		**Additional Approvals**	
Dept Head			
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor			

Distribution List	
	mboston@spokanecity.org
jnechanicky@spokanecity.org	

ORDINANCE NO. C-36723

An ordinance titled “Public Dollars For Public Benefit,” relating to City public works; enacting a new Article XI, Chapter 07.06.800 of the Spokane Municipal Code, and setting an effective date.

WHEREAS, the City of Spokane funds and contracts for construction projects to construct, repair and maintain municipal facilities and infrastructure; and

WHEREAS, the City of Spokane protects the City and public interest by ensuring all such projects under its purview are constructed and administered in accordance with plans, specifications, contract provisions, and provisions protecting the social and economic justice policies of the City; and

WHEREAS, the City of Spokane will continue major construction project bids and awards in future years; and

WHEREAS, Washington is facing a critical workforce gap in an economy where the state is poised to see growing demand for eligible employees trained in industry sectors, specifically construction and skilled trades; and

WHEREAS, the City of Spokane is a strong supporter of and has found construction job training programs, including apprentice and pre-apprenticeship programs, to be an effective way to prepare individuals for entry into construction jobs, and to ensure women, people of color, and otherwise vulnerable individuals, particularly those who are Spokane residents, can acquire the necessary job skills and be prepared to successfully pursue construction careers; and

WHEREAS the City of Spokane supports the aspirations and wellbeing of all our families and creating increased opportunities for all of our children to work, play and stay in Spokane; and

WHEREAS, the City of Spokane commits to the participating in the training of the workforce of tomorrow, ensuring equal opportunity and access for underrepresented communities seeking to develop job skills in the building trades, and creating and building a sustainable environment that improves the health of our families, our workforce, and our community; and

WHEREAS, the City of Spokane is committed to strengthening the promise of providing increased employment opportunities for veterans; and

WHEREAS, the City Council seeks to increase and enhance the skilled construction labor force for City public works, utilizing a Community Workforce Agreement ("CWA") and strategies to recruit individuals who are underrepresented in the construction trades into training and job placements especially those individuals residing in economically distressed areas of Spokane; and

WHEREAS, the city will not mandate that other entities comply with the Public Dollars for Public Benefit ordinance, but encourages the Spokane Park Board, the Spokane Library Board, and the Spokane Public School Board to adopt the community workforce agreement and priority hire program; and

WHEREAS, Community Workforce Agreements and Project Labor Agreements are known to prevent waste, maximize public return, ensure equity while delivering measurable benefits to workers, communities, and taxpayers.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That a new Article XI, Chapter 07.06.800 of the Spokane Municipal Code is created to read as follows:

Article XI – Priority Hire Program

Section 07.06.800 Title and Intent

Section 07.06.810 Definitions

Section 07.06.820 Procurement Authority and Competitive Bidding

Section 07.06.830 Public Benefit Hiring

Section 07.06.840 Model Community Workforce Agreement

Section 07.06.850 Specific Community Workforce Agreements

Section 07.06.860 Program Evaluation

Section 07.06.870 Program Compliance

Section 07.06.880 Exceptions and Waivers

Section 07.06.890 Penalty

Section 07.06.800 Title and Intent

This Chapter 07.06.800 shall be known as the "Public Dollars For Public Benefit Act". The intent of this act is to develop a model community workforce agreement and priority hire policy to promote training and career opportunities for individuals in the construction

trades and to establish priorities for the hiring of residents in economically distressed areas. The City is directed to execute a project labor agreement for public works projects estimated to cost $5 million or more.

Section 07.06.810 Definitions

Where used in this chapter, unless the context clearly requires otherwise, the following terms shall have the meaning and construction set forth herein:

A. “Apprentice” means, a person who has signed a written apprenticeship agreement and is an active participating apprentice in good standing, with and enrolled in an active registered apprenticeship program approved by the Washington State Apprenticeship and Training Council.

B. “Community workforce agreement” means an executed agreement signed by the City of Spokane, and representatives of the NE Washington/N Idaho Building & Construction Trades Council, and other labor organizations, as applicable, under this chapter. The community workforce agreement is a project labor agreement for a single construction project that contains terms and conditions for social impact as directed by city policy including but not limited to priority hiring requirements, as well as, standards for work hours, wages, working conditions, safety conditions, union recognition and representation, apprenticeship requirements, and settlement of both jurisdictional and other dispute procedures.

C. “Contractor” means a person or business entity that enters into a contract with the city or a subcontractor performing services under such a contract. A contractor employs individuals to perform work on construction projects, including general contractors, subcontractors of all tiers without regard to union status.

D. “Competitive bidding compliance” means all procurement under this ordinance shall comply with competitive bidding requirements of RCW 39.04. The city may establish supplemental responsible bidder criteria under RCW 39.04.350 that includes workforce development commitments, apprenticeship utilization plans, and local hiring good faith efforts. Such criteria shall be objective, clearly defined, and related to the contractor’s ability to perform the work efficiently and effectively.

E. “Economically distressed area” means a geographic area within the City of Spokane, as defined by the federally recognized economically disadvantaged markers identified in this section, and found by the city to be in the top thirty percent of all zip codes in the City of Spokane in terms of the concentration of individuals who meet at least two of the following criteria:

    a. have income at or below two hundred percent of the federal poverty level;

b. are unemployed; or

c. are at least twenty-five years old and without a college degree.

The City may add zip codes that meet these criteria for construction projects that are part of the city's wastewater service area in the City of Spokane. The City may adjust the list of economically distressed areas in order to enhance regional uniformity with other local jurisdictions implementing priority hire programs.

F. "Good faith efforts" means a reasonable and sincere effort made by the contractor and its subcontractor to meet the established apprentice requirement, priority hiring requirement and other hiring goals. This effort will be documented using a standardized method, signed by the contractor representative and craft labor representatives(s).

G. "Journey level" means that an individual has successfully completed a State approved Registered Apprenticeship program and has the necessary skills and knowledge of an occupation, or documented on-the-job work experience, that is recognized by any combination of a State registration agency or a Federal registration agency.

H. "Labor hours" refers to the total number of hours worked by all workers receiving an hourly wage who are directly employed at the site of a City Public Works project including hours performed by workers employed by the contractor and all subcontractors working on the project, but excluding hours worked by superintendents, owners and workers who are not subject to prevailing wage requirements.

I. "Market participation authority" means the city's proprietary capacity to establish terms and conditions for public works contracts that serve legitimate governmental interests while maintaining competitive processes open to all qualified contractors.

J. "Model community workforce agreement" means a template agreement that would be anticipated to serve as a starting point for all construction projects required to utilize economic impact criteria under this chapter and sets forth terms and conditions for hiring requirements to include priority hire workers and similar policies, signed by the city and representatives of the NE Washington/N. Idaho Building & Construction Trades Council, and other labor organizations, as applicable.

K. "Open-shop contractor" means a construction employer that is not already signatory with an affiliate of the NE Washington/N Idaho Building & Construction Trades Council, or other, similar labor organization.

L. "Pre-apprentice graduate" means an individual who successfully completed a State recognized pre-apprenticeship program and is readily available to enter a

registered apprenticeship program or has been accepted into a Washington State registered apprenticeship program, including individuals who are completing the first or second year of apprenticeship training.

M. “Pre-apprenticeship program” means an education-based apprenticeship preparation program that is formally recognized by the Washington State Apprenticeship and Training Council and endorsed by one or more registered apprenticeship sponsors with a focus on educating and training students to meet or exceed minimum qualifications for entry into a registered apprenticeship program.

N. “Pre-construction meeting” means a meeting held between the City, builders, contractors, subcontractors, and other essential personnel prior to a construction project’s start date to go over important information, such as, but not limited to project timelines, permits, goals, establishing of authority, communication, responsibility clarification, schedules, cost estimates, quality control, key stakeholders, and job site safety.

O. “Pre-job meeting” means a meeting held between general contractor(s), relevant subcontractors, the NE Washington/N. Idaho Building & Construction Trades Council, and other labor organizations, as applicable where work assignments are discussed and made.

P. “Priority hire program” means the program created in this chapter to prioritize the recruitment and placement of qualified priority hire workers for training and employment in the construction trades on public works projects where the estimated cost to construct is over five ($5) million dollars.

Q. “Priority hire worker” means an individual prioritized for recruitment, training, and employment opportunities because the individual meets any one or more of the following criteria:

1. a resident of an economically distressed area;
2. A graduate of a state recognized pre-apprenticeship program; or
3. An individual who demonstrates barriers to stable employment or training access, such as prior justice involvement, unstable housing history, limited workforce participation due to historical exclusion, or transition from military service.

R. “Public works” or “public works project”, for the purpose of this portion of code, refers to city construction projects with an estimated cost to construct of five million dollars ($5,000,000) or more, including all phases of multi-phase projects. Contracts for public works projects shall not be fragmented to avoid the requirements of this chapter.

S. “Registered apprenticeship program” means an apprenticeship program that is approved by the Washington State Apprenticeship and Training Council. Registered apprenticeship programs may include both union and non-union programs.

T. “Responsible bidder” means a contractor that meets all qualification requirements established under RCW 39.04.350, including technical competence, financial capability, workforce development capacity, and commitment to apprenticeship utilization goals.

Section 07.06.820 Procurement Authority and Competitive Bidding

A. All procurement under this chapter shall comply with competitive bidding requirements of RCW 39.04. Competitive bidding processes shall remain open to all qualified contractors, with workforce development goals serving as performance criteria rather than bidder exclusions.
B. The city may establish responsible bidder criteria under RCW 39.04.350 that includes workforce development commitments, provided such criteria are objective, clearly defined, and related to the contractor’s ability to perform the work efficiently and effectively.

Section 07.06.830 Public Benefit Hiring

To administer the priority hire program, the City of Spokane shall:

A. Analyze the indicators for economically distressed areas and prepare a list of zip codes that are found to be economically distressed areas and update that list at least once every five years. Any changes proposed by the manager to the criteria for determining economically distressed areas are subject to approval by public rule.
B. Provide technical assistance to contractors on the recruitment and reporting requirements of the priority hire program to promote participation in the priority hire programs.

Section 07.06.840 Model Community Workforce Agreement

A. The City of Spokane shall develop, via good faith negotiations with NE Washington/N Idaho Building & Construction Trades Council, its affiliates, and any other labor organization performing work covered by a CWA, a model CWA to serve as a template for each public works project requiring the utilization of priority hire and similar social impact requirements under this chapter. The model community workforce agreement shall:

1. Include terms and conditions for the utilization of priority hire workers;

2. Include a provision that the NE Washington/N Idaho Building & Construction Trades Council, its affiliates, and any other labor organization performing work covered by a CWA, are the exclusive representatives for workers on applicable projects;
3. Include a dispute resolution procedure;
4. Require that a minimum twenty-five (25%) percent of all labor hours in each trade on a construction project requiring the utilization of priority hire under this chapter be performed by priority hire workers. Labor hours completed by priority hire apprentices pursuant to a community workforce agreement may also be counted towards fulfillment of apprenticeship labor hour requirements under an apprentice utilization plan as described in SMC 07.06.750;
5. Include provisions for pre-construction meetings;
6. Include provisions for pre-job meetings;
7. Include provisions to ensure a respectful workplace that is inclusive and focuses on nondiscrimination and antiharassment behaviors and provides procedures for workers to address concerns;
8. Include provision for the recruitment, retention and mentoring of construction workers, including priority hire workers, and workers who reside in the City of Spokane as they advance from apprentice positions into journey level positions;
9. Include an order of precedence provision that includes any applicable collective bargaining agreements in the order of precedence after the model community workforce agreement;
10. Where free and ample parking is not available at a public works construction project, include provisions to ensure vehicle parking at or nearby, or alternatively, at a dedicated parking area from which the contractor provides transportation, all at no cost to workers;
11. Be structured to streamline paperwork and reporting requirements;
12. Include a requirement that all contractors provide full-family health care benefits and company-paid retirement benefits under an established plan in accordance with the Employee Retirement Income Security Act (ERISA) that is adequate and commensurate with industry standards;
13. Ensure full prevailing wage compliance. Design a model that allows for the verification of employer contributions of the benefit requirements

listed above and allows the city the ability to track the contributions for compliance reporting;

B. If the City of Spokane is unable to negotiate and execute a model community workforce agreement despite good faith efforts, the City will develop and execute a community workforce agreement specific to each public works project, which must contain terms and conditions for the use of priority hire workers as well as provisions related to a respectful workplace.

C. Contractors who submit work bids on public works construction projects requiring the utilization of priority hire under this chapter shall evidence good faith efforts that the contractor can reasonably make to meet the requirements of this chapter, including the percentage labor hour requirements, that are consistent with the terms and conditions set forth in the applicable community workforce agreement.

Section 07.06.850 Specific Community Workforce Agreements (CWA)

The City of Spokane shall negotiate in good faith and execute CWA's that are applicable to covered public works projects, with the NE Washington/N Idaho Building & Construction Trades Council, its affiliates, and any other labor organization performing work covered by a CWA. Each CWA shall comply with and include the applicable terms of this ordinance and any applicable rules and standards developed by the City of Spokane, and will include, at minimum, the requirements described in SMC 07.06.830. Each CWA shall require that all contractors agree to abide by the terms of the CWA to compete and serve on the covered public works project.

The following shall be considered during negotiations.

A. The City of Spokane shall include a requirement in each CWA that a minimum twenty-five (25%) percent of all labor hours in each trade on a construction project requiring the utilization of priority hire under this chapter be performed by priority hire candidates.
B. The City of Spokane shall establish provisions within the CWA that encourage open-shop subcontractors to compete and participate in covered projects. This may include a mechanism to reimburse open-shop contractors for documented, employer-sponsored health and pension contributions that qualify as dual-benefit costs, provided such costs are verified as a double payment of benefits for the same employee during the period of their participation in work covered by the CWA. Such reimbursement shall only apply to benefit payments that the city determines to be compliant with the definition of usual benefits under WAC 296-127-014 and shall not exceed the amount paid into the corresponding trust funds under the CWA.
C. The CWA may include a provision allowing a waiver from the trust fund contribution requirements for contractors who demonstrate that they maintain a bona fide, ongoing employer-sponsored benefit plan that provides health and/or pension benefits substantially equivalent to those required under the CWA. To be eligible

for such a waiver, the contractor must submit: (1) sufficient documentation verifying that the benefit plan is ERISA-compliant or otherwise meets the definition of usual benefits under WAC 296-127-014; (2) proof that the plan has been in continuous operation for a minimum of twelve (12) months prior to the date of contract award; and (3) a sworn attestation that the plan is not established solely to meet CWA obligations. The city or its designated CWA administrator shall have sole discretion to approve or deny such waivers based on the criteria established herein.

D. The CWA may permit an open shop contractor to employ as many as five core employees on each contract in a covered project, provided the core employees meet the core employee criteria set forth in the CWA. Open shop contractors are allowed to select and hire up to five core employees before filling any further hiring needs through dispatch. Open shop contractors must notify the union and identify their core employees. The City of Spokane has authority, at any time, to verify that the employees meet the definition of core employee as established in the CWA.
E. The CWA shall include full family healthcare and multi-employer retirement for all workers.
F. No contractor shall be required to become affiliated with a union to be eligible for work on a project under a CWA with the City of Spokane.
G. The City of Spokane may provide technical assistance to a Women or Minority Business Enterprise (WMBE) and open shop contractors in transitioning to a CWA environment.

H. All craft jurisdictions under the CWA will be governed by the decisions of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry, and agreements therein.

Section 07.06.860 Program Evaluation

A. The City of Spokane shall establish benchmarks and metrics to evaluate the priority hire program, such as project costs; completion times; workplace safety; utilization rates and graduation rates of priority workers, women and racial minorities from pre apprentice and apprentice training programs; and changes in the percentage of dollars paid to WMBE contractors working on covered projects. Metrics should also include the economic impact and the return on investment resulting from implementing the Community Workforce Agreement.

B. The City of Spokane shall report findings to the Mayor and the Spokane City Council annually and make these findings available on a public dashboard.

C. The Mayor and City Council will review program results during 2028 to determine if the program should be expanded or amended by increasing or decreasing thresholds.

Section 07.06.870 Program Compliance

The Administration shall implement a system for monitoring the use of apprentices and priority hire workers in construction projects subject to this chapter. Such monitoring may include identifying individual apprentices and priority hire workers by apprenticeship registration number, reviewing standardized documents provided by the contractor, determining the apprentice and priority hire hours worked by minorities, women, and veterans; and assessing whether the contractor has complied with the apprenticeship or priority hire requirement established in the negotiated contract.

Section 07.06.880 Exceptions and Waivers

A. During the term of a construction contract subject to this chapter, the City of Spokane may reduce or waive the apprentice and/or priority hire labor hour goals upon their determination that at least three of the below conditions are met as documented by the contractor and reviewed by the executive or designee:

    1. The contractor has demonstrated that it has utilized good faith efforts to meet the established percentage requirement but remains unable to fulfill the goal;
    2. In order to meet the requirement, the contractor will be forced to displace members of its workforce;
    3. The reasonable and necessary requirements of the contract render apprentice or priority hire utilization infeasible at the required levels;
    4. The contractor has demonstrated in writing that it has contacted the trade-specific registered apprenticeship program or attempted to hire priority hire workers, yet an insufficient number of apprentices or priority hire workers are available to meet the contract requirements; or
    5. The contractor has demonstrated that it has met or is meeting apprenticeship or priority hire requirements on all existing city construction projects during the 12 months prior to execution of a new contract with the city.

Section 07.06.890 Penalty

A. For each unmet labor hour required by this Article XI there shall be imposed a penalty equal to thirty percent (30%) of the highest paid craft hourly rate on the Public Works project as determined by prevailing wages on each contractor who violates the provisions of this article. For a second violation within five years of the first violation, the penalty shall be sixty percent (60%), and for a third or subsequent violation within five years of the first violation, the penalty shall be ninety percent (90%). General contractors shall only be liable for penalties based on their failure to meet the “per craft” requirements established in SMC 07.06.720(A).

B. The specific facts and circumstances and the existence and extent of any good faith efforts to comply shall be considered when determining whether a contractor is subject to debarment under SMC 07.06.610(B).
C. The City Administrator shall dedicate all revenues derived from penalties imposed for violation of this Article XI for grants to state-recognized pre-apprenticeship programs to assist priority hire workers as defined in this Article XI.

Section 2. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance. In the event of conflict between this ordinance and any other provision of the Spokane Municipal Code, with respect to employee information, this ordinance shall control. This ordinance shall not be construed or applied with any conflicting federal or state law.

Section 3. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

Section 4. Effective Date. This ordinance shall be effective _____, 2025 or on that date set forth in Section 19.B of the Spokane City Charter, whichever is later.

PASSED by the City Council on _____.

_____
Council President

Attest:

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Mayor

Date

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 07/14/2025

Committee Agenda type: Discussion

Council Meeting Date: 08/18/2025

Date Rec'd	6/18/2025		
Clerk's File #	ORD C36729		
Cross Ref #			
Project #			
Submitting Dept	DEVELOPMENT SERVICES CENTER	**Bid #**	
Contact Name/Phone	ELDON BROWN 6305	**Requisition #**	
Contact E-Mail	EBROWN@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	JBINGLE BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	4700 – AMENDING ORDINANCE C-35052 TO RELEASE A PORTION OF THE		

Agenda Wording

Amending Ordinance C-35052 to release easements.

Summary (Background)

In 2021, City Council passed Ordinance C- 35052 vacating portions of Dakota St and retained utility easements within the vacation ordinance. Since that time, the adjacent property owners have asked to vacate these easements to accommodate future expansion of the Gonzaga University Campus. The existing easement holders have been contacted and are in support of the release.

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?

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	PALMQUIST, TAMI		
Division Director	MACDONALD, STEVEN		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

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erivera@spokanecity.org	

City of Spokane
Development Services Center
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6300

ORDINANCE NO. C36729

An ordinance amending Ordinance C-35052 that vacated portions of Dakota Street in the City of Spokane,

WHEREAS, a petition for the vacation of Dakota Street from the south line of Sharp Avenue to the south line of Boone Avenue has been filed with the City Clerk representing 100% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That Dakota Street from the south line of Sharp Avenue to the south line of Boone Avenue is hereby vacated. NE ¼ S17 T25 R43. Parcel number not assigned.

Section 2. An easement is reserved and retained over and through the entire vacated area, **Except for the north 17.5' of the portion of Dakota Street that crosses vacated Boone Ave and except for the south 17.5' of the portion of Dakota Street that crosses vacated Boone Ave,** for the utility services of Avista Utilities, CenturyLink**Lumen**, Comcast and the City of Spokane to protect existing and future utilities.

Passed the City Council _____

_____
Council President

Attest: _____
City Clerk

Approved as to Form:

_____
Assistant City Attorney

_____ Date: _____
Mayor

Effective Date:_____

Gonzaga Easement Reductions

CITY OF SPOKANE

Amending City Ordinances to release portions of existing easements

THIS IS NOT A LEGAL DOCUMENT: The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.

Legend

- Existing Easements via Ord C-35052
- Existing Easements via Ord C-34983
- Existing Easements via Ord C-27061
- Area to remain after easement reductions

Printed by: edjohnson Print date: 6/17/2025

Agenda Sheet for City Council: **Committee:** Urban Experience **Date:** 07/14/2025 **Committee Agenda type:** Discussion		**Date Rec'd**	6/18/2025
		Clerk's File #	ORD C36730
		Cross Ref #	
Council Meeting Date: 08/18/2025		**Project #**	
Submitting Dept	DEVELOPMENT SERVICES CENTER	**Bid #**	
Contact Name/Phone	ELDON BROWN 6305	**Requisition #**	
Contact E-Mail	EBROWN@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	JBINGLE BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	4700 – AMENDING ORDINANCE C-34983 TO RELEASE A PORTION OF THE		

Agenda Wording

Amending Ordinance C-34983 to release easements

Summary (Background)

In 2021, City Council passed Ordinance C- 34983 vacating portions of Boone Ave and retained utility easements within the vacation ordinance. Since that time, the adjacent property owners have asked to vacate these easements to accommodate future expansion of the Gonzaga University Campus. The existing easement holders have been contacted and are in support of the release.

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?

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	PALMQUIST, TAMI		
Division Director	MACDONALD, STEVEN		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

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erivera@spokanecity.org	akiehn@spokanecity.org

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ORDINANCE NO. C36730

An ordinance amending Ordinance C-34983 that vacated portions of Boone Avenue, Desmet Avenue, and Dakota Street in the City of Spokane,

WHEREAS, a petition for the vacation of Boone Avenue from Dakota Street to Cincinnati Street; the South 15 feet of Desmet Avenue from the West line of vacated Cincinnati Street to the West line of Dakota Street; Dakota Street from the South line of Boone Avenue to the South line of Desmet Avenue; Desmet Avenue from the East line of Lot 9, Block 53, 1st Sub-Division of Block "A" in 3rd Sinto Addition to the East line of Dakota Street has been filed with the City Clerk representing 100 percent of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That Boone Avenue from Dakota Street to Cincinnati Street; the South 15 feet of Desmet Avenue from the West line of vacated Cincinnati Street to the West line of Dakota Street; Dakota Street from the South line of Boone Avenue to the South line of Desmet Avenue; Desmet Avenue from the East line of Lot 9, Block 53, 1st Sub-Division of Block "A" in 3rd Sinto Addition to the East line of Dakota Street is hereby vacated. NE ¼ of S17 T25 R43, parcel number not assigned.

Section 2. An easement is reserved and retained over and through the entire vacated area**, except for the north 17.5 feet of Boone Avenue, and except for the south 17.5 feet of Boone Avenue,** for the utility services of Avista Utilities, CenturyLink**\Lumen**, and the City of Spokane to protect existing and future utilities.

Passed the City Council _____

_____
Council President

Attest: _____
City Clerk

Approved as to Form:

_____
Assistant City Attorney

_____ Date: _____
Mayor

Effective Date:_____

Gonzaga Easement Reductions

CITY OF SPOKANE

Amending City Ordinances to release portions of existing easements

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Legend

- Existing Easements via Ord C-35052
- Existing Easements via Ord C-34983
- Existing Easements via Ord C-27061
- Area to remain after easement reductions

Printed by: edjohnson Print date: 6/17/2025

Agenda Sheet for City Council: **Committee:** Urban Experience **Date:** 07/14/2025 **Committee Agenda type:** Discussion		**Date Rec'd**	6/18/2025
		Clerk's File #	ORD C36731
		Cross Ref #	
Council Meeting Date: 08/18/2025		**Project #**	
Submitting Dept	DEVELOPMENT SERVICES CENTER	**Bid #**	
Contact Name/Phone	ELDON BROWN 6305	**Requisition #**	
Contact E-Mail	EBROWN@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	JBINGLE BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	4700 – AMENDING ORDINANCE C-27061 TO RELEASE A PORTION OF THE		

Agenda Wording

Amending Ordinance C-27061 to release easements.

Summary (Background)

In 1983, City Council passed Ordinance C-27061 vacating portions of Boone Ave and retained utility easements within the vacation ordinance. Since that time, the adjacent property owners have asked to vacate these easements to accommodate future expansion of the Gonzaga University Campus. The existing easement holders have been contacted and are in support of the release.

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?

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	PALMQUIST, TAMI		
Division Director	MACDONALD, STEVEN		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

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erivera@spokanecity.org	akiehn@spokanecity.org

City of Spokane
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(509) 625-6300

ORDINANCE NO. C36731

An ordinance amending Ordinance C-27061 that vacated portions of Boone Ave, Astor St, and Sharp Ave in the City of Spokane,

WHEREAS, a petition for the vacation of Boone Avenue, in the City of Spokane, from the east line of Astor Street to the west line of Dakota Street; Addison Street, from Boone Avenue to the south line of Sharp Avenue; Standard Street from Boone Avenue to 142 feet north of Boone Avenue, has been filed with the City Clerk representing 100% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79: and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. Boone Avenue, in the City of Spokane, from the east line of Astor Street to the west line of Dakota Street; Addison Street, from Boone Avenue to the south line of Sharp Avenue; Standard Street from Boone Avenue to 142 feet north of Boone Avenue are hereby vacated.

Section 2. An easement is reserved and retained over and within each of the vacated areas**, Except for the north 17.5 feet of the Boone Avenue vacation areas and except for the south 17.5 feet of the Boone Avenue vacation areas,** for the maintenance, operation, and installation of existing and future utilities, including those provided by the City of Spokane and those provided by Pacific Northwest Bell Telephone Company**Lumen**, Washington Water Power Company**Avista** and Cox Cable TV**Comcast** and the implementation of the Sharp II storm sewer basin which is scheduled for construction, and no structures or other obstruction shall be erected or placed within the easement area without the prior written approval of the Public Works Director.

Section 3. That The City shall have the right at all times to enter the easement area for the purposes of installation, maintenance and repair of all City utilities and to extend to private entities providing utility service the right to enter the easement area to perform the same activities.

Section 4. The City shall perform any maintenance, repair or installation of City utilities within the easement area in such a way as to provide that the easement area and all improvements therein shall be adversely affected to the minimal degree and at the completion thereof leave the property level and smooth at grade level, but shall not be responsible to install any surface, landscaping or other improvement that has been removed or disrupted by the work.

Passed the City Council _____

_____
Council President

Attest: _____
City Clerk

Approved as to Form:

_____
Assistant City Attorney

_____ Date: _____
Mayor

Effective Date:_____

Gonzaga Easement Reductions

CITY OF SPOKANE

Amending City Ordinances to release portions of existing easements

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Legend

- Existing Easements via Ord C-35052
- Existing Easements via Ord C-34983
- Existing Easements via Ord C-27061
- Area to remain after easement reductions

Printed by: edjohnson Print date: 6/17/2025

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 07/14/2025

Committee Agenda type: Discussion

Council Meeting Date: 08/18/2025

Date Rec'd	7/9/2025		
Clerk's File #	ORD C36732		
Cross Ref #			
Project #			
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	ADAM 6779	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	ZZAPPONE PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	0520 ORDINANCE RENAMING HOUSING LOCAL SALES TRUST FUND TO HEART		

Agenda Wording

An ordinance renaming the Housing Local Sales Trust Fund to the Housing Equity and Attainable Residences Trust (HEART) Fund, matching the municipal code with state law, and making the HEART affordable housing program permanent.

Summary (Background)

An ordinance renaming the Housing Local Sales Trust Fund to the Housing Equity and Attainable Residences Trust (HEART) Fund, matching the municipal code with state law, and making the HEART affordable housing program permanent; adopting a new Section 08.07C.051; amending Sections 07.08.155, 08.07C.020, 08.07C.030; and repealing Sections 08.07C.050 and 08.07.060 of the Spokane Municipal Code.

What impacts would the proposal have on historically excluded communities?

The recent H.O.M.E. Starts Here Initiative seeks to reduce the number of Spokane residents who are housing cost-burdened, add new housing units at all income levels, and expand the City's homeownership rate. This ordinance celebrates the community-led work to that end by renaming the Housing Local Sales Trust Fund to HEART.

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?

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	SCOTT, ALEXANDER		
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List
amcdaniel@spokanecity.org

ORDINANCE NO C36732

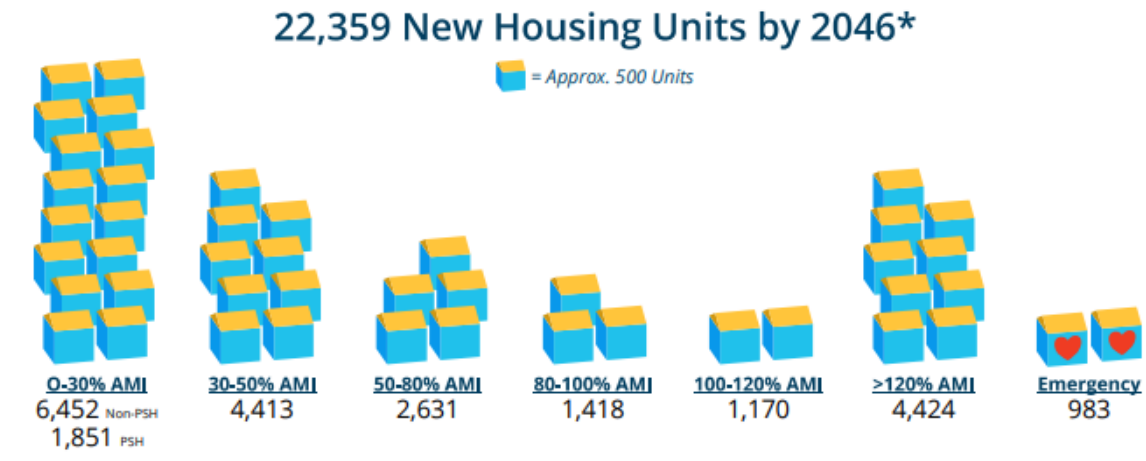
An ordinance renaming the "Housing Local Sales Fund" to the "Housing Equity and Attainable Residences Trust (HEART) Fund," matching the municipal code with state law, and making the HEART Fund affordable housing program permanent; adopting a new Section 08.07C.051; amending Sections 07.08.155, 08.07C.020, 08.07C.030; and repealing Sections 08.07C.050 and 08.07.060 of the Spokane Municipal Code.

WHEREAS, after a community campaign led by the Spokane Alliance's Housing Equity and Action Research Team, the Spokane City Council adopted Ordinance C35982 in 2020 imposing a sales and use tax for the construction, acquisition, and rehabilitation of attainable housing and housing-related supportive services as authorized by HB 1590; and

WHEREAS, the Sales and Use Tax for Housing and Housing-Related Services, known as "1590", is a significant primary local funding source for the construction of affordable housing, behavioral health facilities, housing-related services, and behavioral health services; and

WHEREAS, Spokane needs more than 22,000 housing units by 2046, including more than 11,000 units at 60% of the Area Median Income ("AMI") or below; and

Exhibit 2: Housing Target



Source: City of Spokane, 2024.

WHEREAS, the H.O.M.E. Starts Here Initiative seeks to reduce the number of Spokane residents who are housing cost-burdened, to add new housing units at all income levels, and to expand the city's homeownership rate; and

WHEREAS, to achieve these housing stability goals, the City seeks to update the municipal code to give the City Council and Administration the utmost flexibility to respond nimbly to the City's affordable housing needs; and

WHEREAS, the Brown Administration and City Council seek to celebrate the community-led work to create this critical affordable housing funding source by renaming the program to HEART; and

WHEREAS, the provisions of Ordinance C35982, particularly portions of the ordinance codified in SMC 08.07C.050 and as modified by Ordinance C36401 in 2023, are difficult to administer and do not allow for efficient disposition of 1590 funds; and

WHEREAS, the City intends to streamline the provisions established by Ordinance C35982 to better serve the City's long-term housing and program goals and affordable housing planning efforts;

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 07.08.155 of the Spokane Municipal Code is amended to read as follows:

Section 07.08.155 ((~~Housing Local Sales Tax Fund~~)) Housing Equity and Attainable Residences Trust (HEART) Fund

A. There is established a special revenue fund to be known as the ((~~"Housing Local Sales Tax Fund,"~~)) "Housing Equity and Attainable Residences Trust (HEART) into which shall be deposited funds generated from the 0.1% local sales and use tax for affordable housing and supportive services ((~~created pursuant to Ordinance No. C-35982 and~~)) codified in Chapter 8.07C SMC.

B. The funds shall be used consistent with the provisions of Chapter 8.07C SMC and RCW 82.14.530.

Section 2. That Section 08.07C of the Spokane Municipal Code is amended to read as follows:

Chapter 08.07C ((~~Sales and Use Tax for Housing and Housing-Related Supportive Services~~ Housing Equity and Affordable Residences Trust (HEART)

Section 3. That Section 08.07C.020 of the Spokane Municipal Code is amended to read as follows:

Section 08.07C.020 Imposition of Sales and Use Tax ((~~; Notification to and Collection by the State Department of Revenue~~)) HEART Fund

A. There is imposed a sales and use tax ((~~, as the case may be, as authorized by Chapter 222, Laws of 2020,~~)) as codified ((~~at~~)) in RCW 82.14.530, upon every taxable event, as defined in chapter 82.14 RCW, occurring within the City of Spokane.

B. The rate of the tax authorized by this section may not exceed one-tenth of one percent (0.1%) of the selling price in the case of a sales tax, or value of the article used, in the case of a use tax.

C. The tax authorized by this section is in addition to any other taxes authorized by law and must be collected from persons who are taxable by the state under Chapters 82.08 and 82.12 ((~~,~~)) RCW, upon the occurrence of any taxable event within the city.

D. ((~~The City shall notify the Department of Revenue of the imposition of the tax no sooner than April 1, 2021, and shall only make such notification if the City has not begun collection of an alternative and unrestricted revenue source in a projected amount which is equivalent to the projected revenues authorized by this section.~~)) The tax authorized by this section shall be known as the Housing Equity and Attainable Residences Trust (HEART) Fund.

Section 4. That Section 08.07C.030 of the Spokane Municipal Code is amended to read as follows:

Section 08.07C.030 Uses of Tax Revenues; Funding Priorities

A. The City may use the moneys collected by the tax imposed under SMC 08.07C.020 or bonds issued under RCW 82.14.530(5) only for the purposes

described in RCW 82.14.530, with a minimum of ((~~seventy- five~~)) sixty percent ((~~75%~~)) (60%) of the revenue collected under this chapter annually to be used for the following purposes, consistent with RCW 82.14.530(2) with a specific preference for occupant ownership of housing units, including, without limitation, cooperatively-owned multi-family projects:

1. ((~~Constructing or acquiring~~)) Grants, loans, or projects to construct or acquire affordable housing, which may include emergency, transitional, and supportive housing and new units of affordable housing within an existing structure, and facilities providing housing-related services or acquiring land for these purposes; or

2. ((~~Constructing or acquiring~~)) Grants, loans, or projects to construct or acquire behavioral health-related facilities, or acquiring land for these purposes; or

3. Funding the operations and maintenance costs of new units of affordable housing and facilities where housing-related programs are provided, or newly constructed evaluation and treatment centers.

4. The affordable housing and facilities providing housing-related programs in 08.07C.030(A)(1) may only be provided to persons within any of the following population groups whose income is at or below sixty percent of the median income of ((~~the county imposing the tax~~)) Spokane County:

    a. Persons with behavioral health disabilities; or

    b. Veterans;

    c. Senior citizens;

    d. Persons who are homeless or at-risk of being homeless, including families with children;

    e. Unaccompanied homeless youth or young adults;

    f. Persons with disabilities; or

    g. Domestic violence survivors.

B. The remainder of the moneys collected under this chapter must be used for the operation, delivery, or evaluation of mental and behavioral health treatment

programs and services or housing-related services, with the overall objective of helping to maintain housing stability.

C. Commencing January 1, 2026, the City Council may adopt an annual resolution no later than February 1 identifying any objective priority or priorities the Council seeks to achieve by projects and services recommended for award under this chapter. Adoption of such a resolution shall not be a substitute for council approval of funding of individual projects as may be required under Sections 07.06 and 07.19 of the Spokane Municipal Code.

((~~C.~~)) D. Recommendations on the use of revenues collected under this chapter shall employ a racial equity framework that promotes equity, works to reduce disparities in housing, and achieve equitable outcomes for marginalized populations and populations that have been subject to historical or present discrimination in housing markets and/or housing policy.

((~~D.~~)) E. The City may, under the authority of RCW 82.14.530(5), issue general obligation or revenue bonds within the limitations now or hereafter prescribed by state law, and may use, and is authorized to pledge, up to fifty percent (50%) of the revenues collected under the authority of this chapter for repayment of such bonds, in order to finance the provision or construction of affordable housing, facilities where housing-related programs are provided, or evaluation and treatment centers described in RCW 82.14.530(2)(a)(iii).

((~~E.~~)) F. Revenues collected under this chapter may be used to offset reductions in state or federal funds for the purposes described in RCW 82.14.530(2).

~~((F.~~)) G. No more than ten percent (10%) of the revenues collected under the authority of this chapter may be used to supplant existing local funds.

((~~G.~~)) H. No more than ((~~two and one-half~~)) ten percent (((~~2.5%~~))) (10%) of the revenues collected under the authority of this chapter may be used for administrative expenses or program implementation costs incurred by the City of Spokane.

Section 5. That Section 08.07C.050 of the Spokane Municipal Code is repealed.

Section 6. That there is adopted a new Section 08.07C.051 of the Spokane Municipal Code to read as follows.

Section 08.07C.051 Funding Process and Timeline

A. An annual notice of funding availability for construction, rehabilitation, or acquisition shall be published no later than May 1st unless temporarily extended or delayed by City Council resolution. The application shall remain open no less than sixty (60) days.

B. An annual notice of funding availability for housing-related or behavioral health services shall be published no later than June 1st unless temporarily extended or delayed by City Council resolution. The application shall remain open no less than sixty (60) days.

C. The Community, Housing, and Human Services Department and Purchasing and Contracts Department shall establish multilevel application review and evaluation procedures consistent with the City's approved procurement policies and procedures and state law. All evaluation criteria shall be enumerated in the notice of funding availability.

D. The Community, Housing, and Human Services Department shall provide at least one technical assistance workshop in person or virtually to potential applicants and interested parties before issuing a notice of funding availability. The Community, Housing, and Human Services Department may also provide individual technical assistance meetings to potential applicants upon the availability of Community, Housing, and Human Services Department staff.

E. Any project or service recommended to the City Council for award under this chapter shall be evaluated, at minimum, for conceptual soundness, financial feasibility, project readiness, and the historic performance of the applicant, provided that nothing shall prohibit award recommendations to new applicants working closely or in partnership with an experienced housing development or management organization.

H. The Community, Housing, and Human Services Department shall provide biannual updates to the City Council on the status of HEART-funded projects and programs, including but not limited to the estimated date of construction completion, the number of units constructed, and the number of persons served by projects and programs.

Section 7. That Section 08.07C.060 of the Spokane Municipal Code is repealed.

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 07/14/2025

Committee Agenda type: Discussion

Council Meeting Date: 08/18/2025

Date Rec'd	7/9/2025		
Clerk's File #	ORD C36733		
Cross Ref #			
Project #			
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	ADAM 6779	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	ZZAPPONE PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	0520 - AFFORDABLE HOUSING PERMIT FEE DEFERRAL PROGRAM		

Agenda Wording

An ordinance establishing the Affordable Housing Permit Fee Deferral Program; adopting a new Chapter 08.07F of the Spokane Municipal Code.

Summary (Background)

There is enacted a new chapter 08.07F to Title 08 of the Spokane Municipal Code.

What impacts would the proposal have on historically excluded communities?

The recent H.O.M.E. Starts Here Initiative seeks to reduce the number of Spokane residents who are housing cost-burdened, add new housing units at all income levels, and expand the city's homeownership rate. This ordinance facilitates the building of housing through innovative housing programs.

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?

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source

Funding Source Type Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	

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

Approvals		**Additional Approvals**	
Dept Head	SCOTT, ALEXANDER		
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	amcdaniel@spokanecity.org

ORDINANCE NO. C 36733

An ordinance establishing the Affordable Housing Permit Fee Deferral Program; adopting a new Chapter 08.21 of the Spokane Municipal Code.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. There is enacted a new chapter 08.21 to Title 08 of the Spokane Municipal Code to read as follows:

Chapter 08.21 Affordable Housing Permit Fee Deferrals Program
08.21.010 Purpose
08.21.020 Definitions
08.21.030 Project Applicability
08.21.040 Application Process
08.21.050 Application Review
08.21.050 Permit Fees Eligible for Deferral
08.21.060 Permit Fees Due
08.21.070 Placement of Lien
08.21.080 Program Administration

Section 08.21.010 Purpose

Permit fees related to housing development, construction, or rehabilitation represent a significant hurdle to housing development in Spokane. This section establishes the Affordable Housing Permit Fee Deferrals Program, creating a limited deferred payment program of certain building and construction fees until the end of construction to lower barriers to affordable housing development.

Section 08.21.020 Definitions

Term	Definition
Affordable Housing Developer	An individual, group of individuals, partnership, corporation, association, municipal corporation, state agency, or other person undertaking affordable housing development.
Affordable Housing Development	The construction or reconstruction of affordable housing, consistent with the specific project requirements under the programs set forth in Section 08.07F.030.
Certificate of Occupancy	A legal document used to identify the approved use and/or occupancy of a building or a portion thereof. A Certificate of Occupancy is required before a building or structure can be used or occupied, and whenever

	there is a change in the existing occupancy of a building or portion thereof.
Owner	The property owner of record.
Project	A development, redevelopment, or rehabilitation of a building occurring as part of an overall site plan.

Section 08.21.030 Affordable Housing Permit Fee Deferrals Program Project Applicability

A. To qualify for the Affordable Housing Permit Fee Deferrals Program, a project shall be approved or recommended for funding for one or more of the following housing programs:

1. Multi-Family Housing Tax Exemption twelve-year (12-year) or twenty-year (20-year) program provided in SMC 08.15;
2. Sales and Use Tax for Affordable and Supportive Housing provided in SMC 08.07B;
3. Housing Equity and Attainable Residences Trust (HEART) Program provided in SMC 08.07C;
4. Parking 2 People Program provided in SMC 08.07D; or
5. Commercial Conversion Program provided in SMC 08.07E.
6. Home Investment Partnership Program (HOME)

B. Approval or qualification for the programs listed above shall not grant a right to any deferred payment of permit fees under this chapter.

Section 08.21.040 Application Process

An owner or developer of an eligible project seeking to defer building and construction permit fees under this chapter must complete the following procedures:

A. The owner or affordable housing developer must apply to the City in writing, on forms adopted by the Development Services Department. The application must contain the following:

1. Proof of approval for an affordable housing sales and use tax deferral program or funding award recommendation as described in SMC 08.21.030;
2. A description of the affordable housing project and site plan;

3. A statement of the expected number of affordable housing units to be created; and

4. Estimated construction cost and post-construction valuation.

B. A statement that the owner or developer is aware that a real property lien will be placed on the parcel or parcels associated with the affordable housing development, which lien may be removed upon the time the deferred building and construction permit fees are paid in full.

C. A statement that the owner or developer is aware that a certificate of occupancy will not be issued until all deferred building and construction permit fees are paid in full.

D. The owner or developer must verify the application by oath or affirmation.

Section 08.21.050 Permit Fees Eligible for Deferral

A. Building and construction permit fees eligible for deferral under the Affordable Housing Permit Fee Deferrals Program are:

Building and Construction Permits	**Spokane Municipal Code Reference**
Building Permit	SMC 08.02.031(A)
Street Obstruction Permit	SMC 17G.010.210(D)

B. No other permit fees shall be deferred under the Affordable Housing Permit Fee Deferrals Program unless approved by the Director of Community and Economic Development. Deferral of other permit fees shall be subject to the provisions of this chapter.

C. A project approved under the Affordable Housing Permit Fee Deferrals Program may defer eligible permit fees up to $150,000.

Section 08.21.060 Permit Fees Due

A. Any permit fees deferred under the Affordable Housing Permit Fee Deferrals Program shall be paid (1) before a certificate of occupancy or temporary certificate of occupancy is issued or (2) at the expiration of each permit with a deferred fee, if the project is abandoned before completion.

B. All deferred permit fees shall be paid by the owner or developer regardless of whether the project is completed.

Section 08.21.070 Placement of Lien

A. A lien may be filed on all parcels approved under the Affordable Housing Permit Fee Deferrals Program, equivalent to all deferred building and construction permit fees.

B. Liens should be placed by the City in a manner that minimizes the financing risk of affordable developers and ensures completion of the affordable housing project.

C. A lien placed by the City shall only be removed when fees are paid in full by the developer or owner.

Section 08.21.080 Program Administration

A. The Development Services Center may, through administrative policies and procedures, place a limit on the total number and amount of fee deferrals to be outstanding at any one time.

B. An administrative fee may be applied and added to the repayment of the deferred fees.

C. Any administrative fee shall be due at the time of repayment by the owner or developer.

D. Administrative fees shall be used to support the administration of the program.

E. The Development Services Center may establish project evaluation criteria, policies, and procedures consistent with this chapter and any provisions for public rules in the Spokane Municipal Code.

Section 2. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 3. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council: **Committee:** Urban Experience **Date:** 07/14/2025 **Committee Agenda type:** Consent **Council Meeting Date:** 08/18/2025		**Date Rec'd**	7/9/2025
		Clerk's File #	ORD C36734
		Cross Ref #	
		Project #	
Submitting Dept	CODE ENFORCEMENT & PARKING	**Bid #**	
Contact Name/Phone	LUIS GARCIA 6850	**Requisition #**	
Contact E-Mail	LGARCIA@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	JBINGLE PDILLON BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	1460 – ORDINANCE AMENDING CHAPTER 08.02		

Agenda Wording

Ordinance to add back fees for lost parking revenue related to development and construction.

Summary (Background)

The updated language under Chapter 08.02 for lost parking revenue was inadvertently removed in the recent code update and needs to be added back to two sections.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

The Parking System fund recovers lost revenue when spaces and related devices are taken offline. Parking Services does not rely on general fund monies which is why cost recovery is important.

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	GBYRD		
Division Director	GBYRD		
Accounting Manager	GBYRD		
Legal	GBYRD		
For the Mayor	GBYRD		

Distribution List	
nriley@spokanecity.org	sshields@spokanecity.org
akiehn@spokanecity.org	adbrown@spokanecity.org
jtaylor@spokanecity.org	
lgarcia@spokanecity.org	

ORDINANCE NO C36734

An Ordinance relating to fees and charges amending Chapter 08.02 of the Spokane Municipal Code. Specifically amending Section 08.02.065 Streets and Airspace and other matters properly related thereto.

WHEREAS, on December 9, 2024, the City Council adopted Ordinance C36619, a comprehensive update of the city's permitting fee schedule; and

WHEREAS, Ordinance C36619, as drafted and adopted, inadvertently eliminated language regarding revenue losses arises from obstruction of the public right-of-way from parklets and streateries; and

WHEREAS, the City Council wishes to restore provisions relating to revenue losses arising from obstructions of the public right-of-way;

The City of Spokane does hereby ordain:

Section 1: That SMC 08.02.065 is amended to read as follows:

Section 08.02.065 Streets and Airspace

A. Fees are provided in the Development Fee Schedule.

B. Street Obstruction Permits.

1. The director of engineering services may adjust the boundaries where a long-term obstruction is considered to be in a congested area in the interests of the public health, safety, and convenience, considering the need to promote traffic flows and convenience in administrative enforcement needs.

2. The Director of the Development Services Center may set a master annual obstruction permit fee based on a reasonable estimate of the expense to the City of providing permit services. Permit fees are payable at least quarterly. If a master annual permit fee is revoked, the party may apply for a refund of unused permit fees;

3. No obstruction fee is charged for street obstruction permits for activities done by or under contract for the City.

C. The fee for a building moving permit shall be waived for the moving of a building which is an historic landmark or a contributing building located within an historic district.

D. A contractor shall notify the department of engineering services for application of road oil or other dust palliatives to public ways and places of public travel or resort in accordance with SMC 12.02.0740(B).

E. A revenue loss affected by an obstruction of the public right-of-way shall be equivalent to the maximum daily rate for each space obstructed in the Paid Parking Zone (defined in SMC 16A.04.100). Current Paid Parking Zone rates can be found in SMC 08.02.083.

Section 2: That SMC 08.02.0235 is amended to read as follows:

Section 08.02.0235 Parklets and Streateries

A. Application, review, and annual license fees are provided in the Development Fee Schedule.

B. ((~~Parking meter revenue loss mitigation fees are also provided in the Development Fee Schedule.~~)) A revenue loss affected by an obstruction of the public right-of-way shall be equivalent to the maximum daily rate for each space obstructed in the Paid Parking Zone (defined in SMC 16A.04.100). Current Paid Parking Zone rates can be found in SMC 08.02.083.

C. In addition to the annual fee, the city shall collect from the license applicant and remit to the state department of revenue the required state leasehold excise tax, as prescribed in chapter 82.29A, RCW.

Section 3: Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 07/28/2025

Committee Agenda type: Discussion

Council Meeting Date: 08/18/2025

Date Rec'd	7/11/2025		
Clerk's File #	ORD C36737		
Cross Ref #			
Project #			
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	ADAM 6779	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	PDILLON BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	0520 REPEAL OF SMC CHAPTER 09.01 DUE TO PASSAGE OF I-1433		

Agenda Wording

A code clean-up ordinance removing expired SMC Chapter 09.01 as a result of a sunset provision triggered upon the passage and implementation of I-1433 in 2016; repealing Chapter 09.01 of the Spokane Municipal Code.

Summary (Background)

This ordinance officially repeals and removes the expired earned sick and safe and leave municipal code chapter as a result of the sunset provision corresponding to the implementation of I-1433.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

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Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	SCOTT, ALEXANDER		
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List
amcdaniel@spokanecity.org

ORDINANCE NO. C36737

A code clean-up ordinance removing expired SMC Chapter 09.01 as a result of a sunset provision triggered upon the passage and implementation of I-1433 in 2016; repealing Chapter 09.01 of the Spokane Municipal Code.

WHEREAS, the Spokane City Council adopted Ordinance C35300 establishing a citywide earned safe and sick leave policy in January 2016; and

WHEREAS, the Spokane City Council adopted Ordinance C35450 in November 2016, establishing a sunset provision corresponding to the implementation of I-1433, passed by Washington state voters in 2016; and

WHEREAS, this ordinance officially repeals and removes the expired earned sick and safe and leave municipal code chapter as a result of the sunset provision corresponding to the implementation of I-1433.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Chapter 09.01 of the Spokane Municipal Code is repealed.

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 07/28/2025

Committee Agenda type: Discussion

Council Meeting Date: 08/18/2025

Date Rec'd	7/23/2025
Clerk's File #	ORD C36740
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	CM DILLON 625-6254
Contact E-Mail	PDILLON@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Council Sponsor(s)	PDILLON KKLITZKE
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	0320 ORDINANCE TITLED "SAFE AND WELCOME IN SPOKANE"

Agenda Wording

An ordinance titled "Safe and Welcome in Spokane", expanding protections against warrantless searches from immigration enforcement in designated non-public areas, amending sections 12.05.005, 12.05.060, and 12.05.070 of the Spokane Municipal Code.

Summary (Background)

SMC 12.05.050 currently limits access of federal immigration officials onto non-public City property. This ordinance expands the non-public designation to private events that are held on public right of ways. It would make warrantless entry into private events by federal immigration enforcement illegal in the City of Spokane.

What impacts would the proposal have on historically excluded communities?

Immigrants and refugees have historically felt excluded from local neighborhood events or from organizing their own. This issue is more prevalent now that there are documented cases of ICE raiding spaces without warrants and arresting people who often are abiding by federal immigration law. This fear is compounded by the fact that ICE has been covering their faces and refusing to identify themselves or provide a judicial warrant during their operations. This ordinance will provide a protection for private events and recourse for those who's privacy rights are violated.

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?

A recent memo from the Police Department stated that if federal immigration enforcement or people alleging to be federal immigration enforcement agents appears to be breaking the law, SPD will (1) Complete a police report documenting all allegations of criminal behavior, witness statements, and if possible, federal supervisors name and contact information; (2) Document actions taken appropriately under the police report number obtained by officers; and (3) Tag all associated videos in Evidence.com under the case report number.

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

The documentation collected by SPD can be used to track cases in which this ordinance was violated and their outcomes.

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 16A.84.090 states that "[The City] may establish a play streets and neighborhood block party program to create opportunities for neighbors to temporarily close non-arterial streets to provide car-free safe spaces for neighborhood and community-centered activities, including but not limited to block parties, community gatherings, and places for children to play." This ordinance encourages immigrant and refugee communities in Spokane to organize these types of events. SMC 12.05.050 states that "It is the intent of the City of Spokane to protect and ensure the Fourth Amendment rights afforded to all people under the United States Constitution and in accordance with all state and federal laws." RES 2025-0010 states that "the City of

Council Subcommittee Review

Equity Subcommittee will review this ordinance on August 20, 2025.

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Not applicable

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	

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

Approvals		**Additional Approvals**	
Dept Head			
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor			

Distribution List

ORDINANCE NO. C36740

An ordinance titled “Safe and Welcome in Spokane”, expanding protections against warrantless searches from immigration enforcement in designated non-public areas, amending sections 12.05.005, 12.05.060, and 12.05.070 of the Spokane Municipal Code.

WHEREAS, the official motto for the City of Spokane is “In Spokane We All Belong”; and

WHEREAS, the City of Spokane strives to be a welcoming city for immigrants and refugees; and

WHEREAS, recent changes in federal immigration policies and practices have caused fear and uncertainty in our communities; and

WHEREAS, the City is proud to host hundreds of events ranging from weddings, picnics, large group gatherings, corporate events and more each year at some of the most beautiful venues and settings anywhere in Spokane; and

WHEREAS, it is beneficial to the City that all Spokane residents feel safe and comfortable participating in events on city property; and

WHEREAS, the Washington State Office of the Attorney General’s Guidance Concerning Immigration Enforcement states: "Local governments and private organization should adopt a policy that addresses when federal immigration authorities will be permitted to access non-public areas"; and

WHEREAS, RCW 35.22.280 states: “[Any city of the first class shall have power] to make all regulations necessary for the preservation of public morality, health, peace, and good order within its limits”; and

WHEREAS, the Washington State Constitution states: “No person shall be disturbed in his private affairs, or his home invaded, without authority of law”; and

WHEREAS, the Fourth Amendment of the United States Constitution states: “The right of the people to be secure in their persons, houses, papers, and effects, against unreasonable searches and seizures, shall not be violated, and no Warrants shall issue, but upon probable cause, supported by Oath or affirmation, and particularly describing the place to be searched, and the persons or things to be seized"; and

WHEREAS, in the case United States v. Vertigo-Urquidez the U.S. Supreme Court held that persons “protected by the Fourth Amendment, and by the First and Second Amendments, and to whom rights and powers are reserved in the Ninth and Tenth Amendments, refers to a class of persons who are part of a national community or who

have otherwise developed sufficient connection with this country to be considered part of that community"; and

WHEREAS, in 2018 the City Council enacted Ordinance C35681, codified in Section 12.05.050 of the Spokane Municipal Code, which established provisions to restrict warrantless entry of federal immigration officials onto City property; and

WHEREAS, Ordinance C35681 did not extend to public rights of way or anticipate ticketed events on public rights of way; and

WHEREAS, federal immigration officials have accelerated their efforts to identify, detain and arrest local individuals whom they deem to be unlawfully in the country; and

WHEREAS, the heightened enforcement by federal immigration officials locally has resulted in civil unrest and protests, most recently on June 11, 2025, compelling the mayor to declare an emergency and to impose a curfew to quell protest and prevent injuries; and

WHEREAS, the City Council anticipates many civic and festival events, which events are important to local immigrants, but whom now are likely to fear attending any public events, particularly those occurring on public property or public rights of way, because of the heightened enforcement by federal immigration officials locally; and

WHEREAS, the City Council wishes to expand the definition of "non-public" areas to include public rights-of-way for which public access is temporarily restricted.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That section 12.05.005 of the Spokane Municipal Code is amended to read as follows:

Section 12.05.005 Definitions

A. "Agent" means any person acting within the scope of employment by or acting on behalf of the City of Spokane including City-facility property managers.

B. "Baby changing facility" means a table or other device suitable for changing the diaper of a child.

C. "Employee" means any person holding a regularly compensated position of employment with the City of Spokane including elected officers.

D. "Basic City Facility" or "Basic City Facilities" means public safety facilities, including fire and police stations, City-owned water reservoirs, and other utility facilities, city-

owned homeless shelters, and community centers. Provided that, utility facilities shall not include privately constructed utility facilities, stormwater facilities and conveyance systems, or water and wastewater utility transmission and distribution systems and related appurtenances, to include without limitation, pipe replacements and relocations; well upgrades; pump stations; lift stations, etc.

E. “Federal civil immigration enforcement operations” means an operation than has one of its objectives the identification or apprehension of a person or persons in order to investigate them for a violation of the immigration law and subject them to one or more of the following:

1. Civil immigration detention;

2. Removal proceedings; and

3. Removal from the United States

F. “LEED” is a green building rating and certification system developed by the U.S. Green Building Council to evaluate environmental performance from a whole building perspective, including sites, water efficiency, energy & atmosphere, materials & resources, indoor environmental quality, locations & linkages, awareness & education, innovation in design, and regional priority.

G. "Nonpublic" means any area of a city facility ((~~or property that is not generally open and accessible to the general public, but instead requires prior to entry express permission, such as a valid ticket for a bona fide passenger, or permission~~)), property, or public right of way that is not generally open and accessible to the general public or for which public access is temporarily restricted, such as a permitted special event that requires express permission from the permit holder to enter, an area requiring a valid ticket for a bona fide attendee or passenger, or an area where permission to enter has been given by a city employee or an employee of a tenant in a city facility on an individual basis. Areas posted as “Restricted” in City facilities shall be considered to be non-public areas.

H. “United States Citizenship and Immigration Services” means the agency of the United States Department of Homeland Security and any successor agency charged with overseeing United States immigration laws.

I. “United States Customs and Border Protection” means the agency of the United States Department of Homeland Security and shall include any successor federal agency charged with border enforcement.

J. “United States Immigration and Customs Enforcement” means the agency of the United States Department of Homeland Security including Enforcement and Removal Operations and Homeland Security Investigations and shall include any successor federal agency charged with the enforcement of immigration laws.

K. “U.S. Green Building Council” is an organization serving as the nation’s foremost leaders from across the building industry working to promote buildings that are environmentally responsible, profitable, and healthy places to work and live.

Section 2. That section 12.05.060 of the Spokane Municipal Code is amended to read as follows:

Section 12.05.060 Designating Non-Public Areas of ((~~City Properties~~)) Permitted Events

~~A. The City Council may designate by resolution areas of City facilities to be non-public or restricted areas due to employee and resident safety concerns, inaccessibility, city asset security, and for purposes of complying with this chapter.~~

~~B. Nothing in this section precludes the Director of Facilities Management from designating areas of City facilities to be non-public or restricted areas without approval of the City Council.~~

A. For purposes of Section 12.05.050, any permitted special event may be granted a non-public designation. In order to receive the designation:

1. the boundaries of the event must be clearly defined with signage or barriers;

2. participants must be required to receive express permission from the permit holder or their designee to enter; and

3. the event organizer must indicate that the event is private in the permit application.

Entry into permitted events shall be subject to the provisions of Section 12.05.050.

Section 3. That section 12.05.070 of the Spokane Municipal Code is amended to read as follows:

Section 12.05.070 Enforcement

A. The City of Spokane grants the right to any aggrieved party to seek judicial relief in a court of competent jurisdiction against any party other than the City of Spokane or its employees and agents for any violation of this Chapter including municipal, state and federal rights of privacy, quiet enjoyment and travel in private business areas that are not open to the general public.

B. Nothing in the Chapter shall be construed to prevent the enforcement of municipal, county or state laws by any municipal, county or state law enforcement agencies in non-public areas.

Section 4. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 5. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____.

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
Assistant City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council: **Committee:** Finance & Administration **Date:** 07/28/2025 **Committee Agenda type:** Discussion		**Date Rec'd**	7/23/2025
		Clerk's File #	ORD C36743
		Cross Ref #	
Council Meeting Date: 08/18/2025		**Project #**	
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	MAGGIE YATES 6753	**Requisition #**	
Contact E-Mail	MYATES@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	PDILLON BWILKERSON ZZAPPONE		
Sponsoring at Administrators Request	YES		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	0520 ESTABLISHING THE EMERGENCY COMMUNICATIONS CENTER		

Agenda Wording

An ordinance establishing the Emergency Communications Center to serve as the City of Spokane's primary public safety answering point; amending Section 03.01A.430 and 07.08.132; and repealing Chapters 03.12 and 06.10 of the Spokane Municipal Code.

Summary (Background)

This ordinance establishes the Emergency Communications Center as a department to serve as the City's primary public safety answering point. This ordinance also repeals old code language referencing the combined communications center and updates the Combined Communications Center Fund to reflect the Emergency Communications Center Fund and the duties of the Emergency Communications Center.

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?

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	GBYRD		
Division Director	GBYRD		
Accounting Manager	GBYRD		
Legal	GBYRD		
For the Mayor	GBYRD		

Distribution List

ORDINANCE NO. C36743

An ordinance establishing the Emergency Communications Center to serve as the City of Spokane's primary public safety answering point; amending Section 03.01A.430 and 07.08.132; and repealing Chapters 03.12 and 06.10 of the Spokane Municipal Code.

WHEREAS, the City of Spokane is responsible for ensuring the safety and well-being of everyone who lives, works, and visits within the Spokane city limits; and

WHEREAS, the City intends to fulfill this responsibility by ensuring the residents, workers, and visitors to Spokane receive prompt, professional emergency response services backed by accountable and efficient public safety infrastructure; and

WHEREAS, the City of Spokane is required to establish a primary public safety answering point (PSAP); and

WHEREAS, Emergency Communications Center is designated to serve as the department responsible for operating the City's primary public safety answering point.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 03.01A.430 of the Spokane Municipal Code is amended to read as follows:

Section 03.01A.430 ((~~Regional Emergency Communications Systems~~)) Emergency Communications Center

((~~The regional emergency communications systems department provides radio communications services to local public safety entities as well as city/county non-emergency (public works/utilities, etc.) departments and county-wide public safety information technology services. The department consists of the merger of the city/county radio communications functions and the city/county law enforcement information technology division.~~))

A. The Emergency Communications Center serves as the City's Primary Public Safety Answer Point (PSAP), receiving all 911 calls initiated within the city of Spokane.

B. The Emergency Communications Center operates alternative response lines and monitors alarms, manages relevant databases, and radio requirements.

Section 2. That Chapter 03.12 of the Spokane Municipal Code is hereby repealed.

Section 3. That Chapter 06.10 of the Spokane Municipal Code is hereby repealed.

Section 4. That Section 07.08.132 of the Spokane Municipal Code is amended to read as follows:

Section 07.08.132 ((~~Combined~~)) Emergency Communications Center Fund

((~~A. There is established in the City treasury a special revenue fund to be known as the "combined communications center fund" to be used for the receipt of revenues and for the payment of expenditures (except for "startup costs" as described in the agreement) for the fire service communications and dispatch centers operated by the City fire department pursuant to interlocal cooperation agreement among the City of Spokane, the Fire Protection Districts of Spokane County, and the cities of Airway Heights, Cheney, Medical Lake and Spokane Valley, in compliance with RCW 39.34.030 and the requirements of chapter 06.10, SMC.~~

~~A. The combined communications center fund is administered by the City in accordance with generally accepted government accounting principles but is under the policy direction and subject to audit by the policy board established in the agreement.~~

~~B. Moneys in the fund may accumulate from year to year. Upon termination of the agreement unencumbered moneys will be returned to the parties in proportion to their use of the services, as specified in the agreement.~~))

There is established a special revenue fund to be known as the "Emergency Communications Center fund" to be used to receive revenues and make expenditures exclusively for establishing and maintaining the City of Spokane's primary public safety answer point (PSAP), receiving all 911 calls initiated within the city of Spokane, as well as crime check and other nonemergency calls.

Section 5. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 6. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

Council President

Attest:

City Clerk

Approved as to form:

City Attorney

Mayor

Date

Effective Date

Agenda Sheet for City Council: **Committee:** Finance & Administration **Date:** 07/28/2025 **Committee Agenda type:** Discussion		**Date Rec'd**	7/23/2025
		Clerk's File #	ORD C36744
		Cross Ref #	
Council Meeting Date: 08/18/2025		**Project #**	
Submitting Dept	PLANNING & ECONOMIC	**Bid #**	
Contact Name/Phone	SPENCER 509-625-6097	**Requisition #**	N/A
Contact E-Mail	SGARDNER@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	PDILLON JBINGLE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	0650 CLARIFICATIONS TO ESTABLISHMENT OF STREETS, ALLEYS, AND		

Agenda Wording

Amending the development code to clarify the process for designating streets, alleys, and driveways. Improving flexibility for infill development, especially where natural features present challenges for road connectivity.

Summary (Background)

Recent development proposals have raised issues with current code relating to how public streets, private streets, alleys, and driveways are designated and approved. It is important to clarify the codes to ensure that new infill development can proceed with certainty. The proposal includes the following: - Improves definitions relating to driveways and alleys - Clarifies treatment of front lot lines on through lots - Specifies that the City Engineer is responsible for determining what is designated as a street, alley, or driveway. Recent development proposals have raised issues with current code relating to how public streets, private streets, alleys, and driveways are designated and approved. It is important to clarify the codes to ensure that new infill development can proceed with certainty. The proposal includes the following: - Improves definitions relating to driveways and alleys - Clarifies treatment of front lot lines on through lots - Specifies that the City Engineer is responsible for determining what is designated as a street, alley, or driveway. - Reorganizes the requirements relating to private streets and other forms of private access to be clearer and more readable, including specific criteria for the City Engineer to consider in approving a private street.

What impacts would the proposal have on historically excluded communities?

This proposal would make it easier to build infill housing, which will provide needed housing in all Spokane neighborhoods, including communities that have historically been excluded.

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

Data is not available for these categories related to land use decisions

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

Data is tracked via the monthly permit report. This is used to review trends and determine what's working and what isn't.

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 proposal furthers many goals and policies of the Comprehensive Plan for housing variety and housing abundance in all neighborhoods, especially LU 1.3 and LU 3.1. - The proposal is consistent with or supports the goals and policies in many neighborhood plans that call for livability and diversity of housing types at different affordability levels. Upon review, the proposal does not directly conflict with the remaining neighborhood planning documents. - The proposal is consistent with the Housing Action Plan adopted in July 2021. Strategies A1, A4, and C1, in particular, informed the development of this proposal.

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	GARDNER, SPENCER	**PURCHASING**	NECHANICKY, JASON
Division Director	MACDONALD, STEVEN		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	smacdonald@spokanecity.org
sgardner@spokanecity.org	eking@spokanecity.org

ORDINANCE NO C36744

An ordinance related to roadway naming and addressing standards amending Spokane Municipal Code sections 17A.020.030, .040, .120, .160, and 17H.010.010, .090, .130; and creating a new section 17H.010.015.

WHEREAS, the maintenance of the Unified Development Code (UDC) and in general the Spokane Municipal Code (SMC) has been a periodic, recurring project of the Planning and Economic Development Department to improve clarity and consistency with local policy and State and Federal laws; and

WHEREAS, as part of its regular review and assessment of the Unified Development Code, the Planning and Economic Development Department has identified multiple sections of the SMC requiring corrections, clarification, and adjustments to enable more flexibility in response to development applications; and,

WHEREAS, the City of Spokane Comprehensive Plan Chapter 3 Land Use, Policy 7.2 Continuing Review Process calls out a process to periodically review and correct the SMC; and,

WHEREAS, as outlined in the Plan Commission Findings of Fact, Conclusions, and Recommendations (Exhibit A), interested agencies and the public have had opportunities to participate throughout the process and all persons wishing to comment on the amendment were given an opportunity to be heard; and

WHEREAS, on March 24, 2025, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before the adoption of proposed changes to the Unified Development Code according to RCW 36.70A.106; and,

WHEREAS, the proposed text amendments were drafted and reviewed consistent with the requirements of RCW 36.70A.370 to assure protection of private property rights; and,

WHEREAS, a SEPA Determination of Nonsignificance was issued by the director of Planning and Economic Development on July 3, 2025 and was noticed in the Spokesman-Review on July 9 and July 16, 2025; and

WHEREAS, before the Plan Commission public hearing a legal notice was published in the Spokesman-Review on July 9 and July 16, 2025; and,

WHEREAS, on July 23, 2025, the Plan Commission held a public hearing on the proposed amendments, during which public testimony was heard and deliberations were held; and,

WHEREAS, on July 23, 2025, the Plan Commission voted to recommend the City Council adopt the proposed amendments (Exhibit A); 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); -- Now, Therefore,

The City of Spokane does ordain:

Section 1. Findings of Fact: 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 Plan Commission Findings of Fact, Conclusions, and Recommendations (Exhibit A) for the same purposes.

Section 2. That Section 17A.020.030 is amended to read as follows:

A. Candidate Species.

A species of fish or wildlife, which is being reviewed, for possible classification as threatened or endangered.

B. Carport.

A carport is a garage not entirely enclosed on all sides by sight-obscuring walls and/or doors.

C. Cellular Telecommunications Facility.

They consist of the equipment and structures involved in receiving telecommunication or radio signals from mobile radio communications sources and transmitting those signals to a central switching computer that connects the mobile unit with the land-based telephone lines.

D. Central Business District.

The general phrase “central business district” refers to the area designated on the comprehensive plan as the “downtown” and includes all of the area encompassed by all of the downtown zoning categories combined.

E. Certificate of Appropriateness.

Written authorization issued by the commission or its designee permitting an alteration or significant change to the controlled features of a landmark or landmark site after its nomination has been approved by the commission.

F. Certificate of Capacity.

A document issued by the planning and economic development services department indicating the quantity of capacity for each concurrency facility that

has been reserved for a specific development project on a specific property. The document may have conditions and an expiration date associated with it.

G. Certified Erosion and Sediment Control Lead (CESCL).

An individual who is knowledgeable in the principles and practices of erosion and sediment control. The CESCL shall have the skills to assess the:

1. site conditions and construction activities that could impact the quality of stormwater, and
2. effectiveness of erosion and sediment control measures used to control the quality of stormwater discharges.

The CESCL shall have current certification through an approved erosion and sediment control training program that meets the minimum training standards established by the Washington State department of ecology.

H. Change of Use.

For purposes of modification of a preliminary plat, “change of use” shall mean a change in the proposed use of lots (e.g., residential to commercial).

I. Channel Migration Zone (CMZ).

A corridor of variable width that includes the current river plus adjacent area through which the channel has migrated or is likely to migrate within a given timeframe, usually one hundred years.

J. Channelization.

The straightening, relocation, deepening, or lining of stream channels, including construction of continuous revetments or levees for the purpose of preventing gradual, natural meander progression.

K. City.

The City of Spokane, Washington.

L. City Engineer.

The Director of the Engineering Services department, or their designee for approval authority.

M. Clear Street Width.

The width of a street from curb to curb minus the width of on-street parking lanes.

N. Clear Pedestrian Zone.

Area reserved for pedestrian traffic; typically included herein as a portion of overall sidewalk width to be kept clear of obstructions to foot traffic.

O. Clear View Triangle

1. A clear view maintained within a triangular space at the corner of a lot so that it does not obstruct the view of travelers upon the streets.
2. Intersection of local and arterial: A right triangle having a fifteen-foot side measured along the curb line of the residential street and a seventy-five foot side along the curb line of the intersecting arterial street, except that when the arterial street has a speed limit of thirty-five miles per hour, the triangle has a side along such arterial of one hundred twenty-two feet, or when the arterial speed limit is 40 mph or greater the dimensions of the triangle shall be determined by Street Department staff using AASHTO's A Policy on Geometric Design as a reference.
3. Alleys: A right isosceles triangle having sides of seven feet measured along the right-of-way line of an alley and:

    a. the inside line of the sidewalk; or
    b. if there is no sidewalk, a line seven feet inside the curb line.

P. Clear Zone.

The roadside area free of obstacles, starting at the edge of the traveled way.

Q. Clearing.

The removal of vegetation or plant cover by manual, chemical, or mechanical means. Clearing includes, but is not limited to, actions such as cutting, felling, thinning, flooding, killing, poisoning, girdling, uprooting, or burning.

R. Cliffs.

A type of habitat in the Washington department of fish and wildlife (WDFW) priority habitat and species system that is considered a priority due to its limited availability, unique species usage, and significance as breeding habitat. Cliffs are greater than twenty-five feet high and below five thousand feet elevation.

A "cliff" is a steep slope of earth materials, or near vertical rock exposure. Cliffs are categorized as erosion landforms due to the processes of erosion and weathering that produce them. Structural cliffs may form as the result of fault

displacement or the resistance of a cap rock to uniform downcutting. Erosional cliffs form along shorelines or valley walls where the most extensive erosion takes place at the base of the slope.

S. Closed Record Appeal Hearing.

A hearing, conducted by a single hearing body or officer authorized to conduct such hearings, that relies on the existing record created during a quasi-judicial hearing on the application. No new testimony or submission of new evidence and information is allowed.

T. Collector Arterial.

Collector arterials (consisting of Major and Minor Collectors) collect and distribute traffic from local streets to principal and minor arterials. They serve both land access and traffic circulation.

U. Co-location.

Is the locating of wireless communications equipment from more than one provider on one structure at one site.

V. Colony.

A hive and its equipment and appurtenances, including one queen, bees, comb, honey, pollen, and brood.

((~~W. Commercial Driveway.~~

~~Any driveway access to a public street other than one serving a single-family or duplex residence on a single lot.~~))

((~~X~~))W. Commercial Vehicle.

Any vehicle the principal use of which is the transportation of commodities, merchandise, produce, freight, animals, or passengers for hire.

((~~Y~~))X. Commission – Historic Landmarks.

The City/County historic landmarks commission.

((~~Z~~))Y. Community Banner.

See SMC 17C.240.015.

((~~AA~~))Z. Community Meeting.

An informal meeting, workshop, or other public meeting to obtain comments from the public or other agencies on a proposed project permit prior to the submission of an application.

A community meeting is between an applicant and owners, residents of property in the immediate vicinity of the site of a proposed project, the public, and any registered neighborhood organization or community council responsible for the geographic area containing the site of the proposal, conducted prior to the submission of an application to the City of Spokane.

A community meeting does not constitute an open record hearing.

The proceedings at a community meeting may be recorded and a report or recommendation shall be included in the permit application file.

((~~BB~~))AA. Compensatory Mitigation.

Replacing project-induced wetland losses or impacts, and includes, but is not limited to, the following:

1. Restoration.

   The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural or historic functions to a former or degraded wetland. For the purpose of tracking net gains in wetland acres, restoration is divided into re-establishment and rehabilitation.

2. Re-establishment.

   The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural or historic functions to a former wetland. Re-establishment results in a gain in wetland acres (and functions). Activities could include removing fill material, plugging ditches, or breaking drain tiles.

3. Rehabilitation.

   The manipulation of the physical, chemical, or biological characteristics of a site with the goal of repairing natural or historic functions of a degraded wetland. Rehabilitation results in a gain in wetland function but does not result in a gain in wetland acres. Activities could involve breaching a dike to reconnect wetlands to a floodplain or return tidal influence to a wetland.

4. Creation (Establishment).

The manipulations of the physical, chemical, or biological characteristics present to develop a wetland on an upland or deepwater site where a wetland did not previously exist. Establishment results in a gain in wetland acres. Activities typically involve excavation of upland soils to elevations that will produce a wetland hydroperiod, create hydric soils, and support the growth of hydrophytic plant species.

5. Enhancement.

The manipulation of the physical, chemical, or biological characteristics of a wetland site to heighten, intensify, or improve specific function(s) or to change the growth stage or composition of the vegetation present. Enhancement is undertaken for specified purposes such as water quality improvement, flood water retention, or wildlife habitat. Enhancement results in a change in some wetland functions and can lead to a decline in other wetland functions, but does not result in a gain in wetland acres. Activities typically consist of planting vegetation, controlling non-native or invasive species, modifying site elevations or the proportion of open water to influence hydroperiods, or some combination of these activities.

6. Protection/Maintenance (Preservation).

Removing a threat to, or preventing the decline of, wetland conditions by an action in or near a wetland. This includes the purchase of land or easements, repairing water control structures or fences or structural protection such as repairing a barrier island. This term also includes activities commonly associated with the term preservation. Preservation does not result in a gain of wetland acres, may result in a gain in functions, and will be used only in exceptional circumstances.

((~~CC~~))BB. Counter Complete

A land use application is counter complete if the application contains the documents and information required by SMC 17G.061.110 and required fees have been paid. This is the first step in the Land Use Application Determination of Completeness as outlined in 17G.061.120 and the department may request additional information, documents, or studies before certifying the application as technically complete.

((~~DD~~))CC. Comprehensive Plan.

The City of Spokane comprehensive plan, a document adopted pursuant to chapter 36.70A RCW providing land use designations, goals and policies

regarding land use, housing, capital facilities, housing, transportation, and utilities.

((~~EE~~))DD. Conceptual Landscape Plan.

A scale drawing showing the same information as a general site plan plus the location, type, size, and width of landscape areas as required by the provisions of chapter 17C.200 SMC.

The type of landscaping, L1, L2, or L3, is required to be labeled.

It is not a requirement to designate the scientific name of plant materials on the conceptual landscape plan.

((~~FF~~))EE. Concurrency Certificate.

A certificate or letter from a department or agency that is responsible for a determination of the adequacy of facilities to serve a proposed development, pursuant to chapter 17D.010 SMC, Concurrency Certification.

((~~GG~~))FF. Concurrency Facilities.

Facilities for which concurrency is required in accordance with the provisions of this chapter. They are:

1. transportation,
2. public water,
3. fire protection,
4. police protection,
5. parks and recreation,
6. libraries,
7. solid waste disposal and recycling,
8. schools, and
9. public wastewater (sewer and stormwater).

((~~HH~~))GG. Concurrency Test.

The comparison of an applicant's impact on concurrency facilities to the available capacity for public water, public wastewater (sewer and stormwater), solid waste disposal and recycling, and planned capacity for transportation, fire protection, police protection, schools, parks and recreation, and libraries as required in SMC 17D.010.020.

((~~II~~))HH. Conditional Use Permit.

A “conditional use permit” and a “special permit” are the same type of permit application for purposes of administration of this title.

((~~JJ~~))II. Condominium.

Real property, portions of which are designated for separate ownership and the remainder of which is designated for common ownership solely by the owners of those portions. Real property is not a condominium unless the undivided interests in the common elements are vested in unit owners, and unless a declaration and a survey map and plans have been recorded pursuant to chapter 64.34 RCW.

((~~KK~~))JJ. Confidential Shelter.

Shelters for victims of domestic violence, as defined and regulated in chapter 70.123 RCW and WAC 248-554. Such facilities are characterized by a need for confidentiality.

((~~LL~~))KK. Congregate Residence.

A dwelling unit in which rooms or lodging, with or without meals, are provided for nine or more non-transient persons not constituting a single household, excluding single-family residences for which special or reasonable accommodation has been granted.

((~~MM~~))LL. Conservancy Environments.

Those areas designated as the most environmentally sensitive and requiring the most protection in the current shoreline master program or as hereafter amended.

((~~NN~~))MM. Container.

Any vessel of sixty gallons or less in capacity used for transporting or storing critical materials.

((~~OO~~))NN. Context Areas

Established by the Regulating Plan, Context Area designations describe and direct differing functions and features for areas within FBC limits, implementing community goals for the built environment.

((~~PP~~))OO. Contributing Resource

Contributing resource is any building, object, structure, or site which adds to the historical integrity, architectural quality, or historical significance of the local or federal historic district within which the contributing resource is located.

((~~QQ~~))PP. Conveyance.

In the context of chapter 17D.090 SMC or chapter 17D.060 SMC, this term means a mechanism for transporting water from one point to another, including pipes, ditches, and channels.

((~~RR~~))QQ. Conveyance System.

In the context of chapter 17D.090 SMC or chapter 17D.060 SMC, this term means the drainage facilities and features, both natural and constructed, which collect, contain and provide for the flow of surface and stormwater from the highest points on the land down to receiving water. The natural elements of the conveyance system include swales and small drainage courses, streams, rivers, lakes, and wetlands. The constructed elements of the conveyance system include gutters, ditches, pipes, channels, and most flow control and water quality treatment facilities.

((~~SS~~))RR. Copy.

See SMC 17C.240.015.

((~~TT~~))SS. Cottage Housing.

A grouping of residential units with a common open space.

((~~UU~~))TT. Council.

The city council of the City of Spokane.

((~~VV~~))UU. County.

Usually capitalized, means the entity of local government or, usually not capitalized, means the geographic area of the county, not including the territory of incorporated cities and towns.

((~~WW~~))VV. Courtyard apartments.

Three or more attached dwelling units arranged on two or three sides of a yard or court.

((~~XX~~))WW. Covenants, Conditions, and Restrictions (CC&Rs).

A document setting forth the covenants, conditions, and restrictions applicable to a development, recorded with the Spokane County auditor and, typically, enforced by a property owner's association or other legal entity.

((~~YY~~))XX. Creep.

Slow, downslope movement of the layer of loose rock and soil resting on bedrock due to gravity.

((~~ZZ~~))YY. Critical Amount.

The quantity component of the definition of critical material.

((~~AAA~~))ZZ. Critical Aquifer Recharge Areas (CARA).

Critical aquifer recharge areas (CARA) include locally identified aquifer sensitive areas (ASA) and wellhead protection areas.

((~~BBB~~))AAA. Critical Areas.

Any areas of frequent flooding, geologic hazard, fish and wildlife habitat, aquifer sensitive areas, or wetlands as defined under chapter 17E.010 SMC, chapter 17E.020 SMC, chapter 17E.030 SMC, chapter 17E.040 SMC, and chapter 17E.070.SMC.

((~~CCC~~))BBB. Critical Facility.

A facility for which even a slight chance of flooding might be too great. Critical facilities include, but are not limited to:

1. schools;
2. nursing homes;
3. hospitals;
4. police;
5. fire;
6. emergency response installations; and
7. installations which produce, use, or store hazardous materials or hazardous waste.

((~~DDD~~))CCC. Critical Material.

1. A compound or substance, or class thereof, designated by the division director of public works and utilities which, by intentional or accidental release into the aquifer or ASA, could result in the impairment of one or

more of the beneficial uses of aquifer water and/or impair aquifer water quality indicator levels. Beneficial uses include, but are not limited to:

a. domestic and industrial water supply,
b. agricultural irrigation,
c. stock water, and
d. fish propagation.

Used herein, the designation is distinguished from state or other designation.

2. A list of critical materials is contained in the Critical Materials Handbook, including any City modifications thereto.

((~~EEE~~))DDD. Critical Material Activity.

A land use or other activity designated by the manager of engineering services as involving or likely to involve critical materials. A list of critical materials activities is contained in the Critical Materials Handbook.

((~~FFF~~))EEE. Critical Materials Handbook.

The latest edition of a publication as approved and amended by the division director of public works and utilities from time to time to accomplish the purposes of this chapter.

1. The handbook is based on the original prepared by the Spokane water quality management program (“208”) coordination office, with the assistance of its technical advisory committee. It is on file with the director of engineering services and available for public inspection and purchase.
2. The handbook, as approved and modified by the division director of public works and utilities, contains:

a. a critical materials list,
b. a critical materials activities list, and
c. other technical specifications and information.

3. The handbook is incorporated herein by reference. Its provisions are deemed regulations authorized hereunder and a mandatory part of this chapter.

((~~GGG~~))FFF. Critical Review.

The process of evaluating a land use permit request or other activity to determine whether critical materials or critical materials activities are involved and, if so, to

determine what appropriate measures should be required for protection of the aquifer and/or implementation of the Spokane aquifer water quality management plan.

((~~HHH~~))GGG. Critical Review Action.

1. An action by a municipal official or body upon an application as follows:

    a. Application for a building permit where plans and specifications are required, except for Group R and M occupancies (SMC 17G.010.140 and SMC 17G.010.150).
    b. Application for a shoreline substantial development permit (SMC 17G.061.110(D)(1)).
    c. Application for a certificate of occupancy (SMC 17G.010.170).
    d. Application for a variance or a certificate of compliance SMC 17G.061.110.
    e. Application for rezoning SMC 17G.061.110.
    f. Application for conditional permit SMC 17G.061.110.
    g. Application for a business license (SMC 8.01.120).
    h. Application for a permit under the Fire Code (SMC 17F.080.060).
    i. Application for a permit or approval requiring environmental review in an environmentally sensitive area (SMC 17E.050.260).
    j. Application for connection to the City sewer or water system.
    k. Application for construction or continuing use of an onsite sewage disposal system (SMC 13.03.0149 and SMC 13.03.0304).
    l. Application for sewer service with non-conforming or non-standard sewage (SMC 13.03.0145, SMC 13.03.0314, and SMC 13.03.0324).
    m. Application involving a project identified in SMC 17E.010.120.
    n. Issuance or renewal of franchise; franchisee use of cathodic protection also requires approval or a franchise affecting the City water supply or water system.
    o. Application for an underground storage tank permit (SMC 17E.010.210); and
    p. Application for permit to install or retrofit aboveground storage tank(s) (SMC 17E.010.060(A) and SMC 17E.010.400(D)).

2. Where a particular municipal action is requested involving a land use installation or other activity, and where said action is not specified as a critical review action, the City official or body responsible for approval may, considering the objectives of this chapter, designate such as a critical review action and condition its approval upon compliance with the result thereof.

((~~III~~))HHH. Critical Review Applicant.

A person or entity seeking a critical review action.

((~~JJJ~~))III. Critical Review Officer – Authority.

1. The building official or other official designated by the director of public works and utilities.
2. or matters relating to the fire code, the critical review officer is the fire official.
3. The critical review officer carries out and enforces the provisions of this chapter and may issue administrative and interpretive rulings.
4. The critical review officer imposes requirements based upon this chapter, regulations, and the critical materials handbook.
5. The officer may adopt or add to any requirement or grant specific exemptions, where deemed reasonably necessary, considering the purpose of this chapter.

((~~KKK~~))JJJ. Critical Review Statement.

A checklist, disclosure form, or part of an application for a critical review action, disclosing the result of critical review. Where not otherwise provided as part of the application process, the critical review officer may provide forms and a time and place to file the statement.

((~~LLL~~))KKK. Cumulative Impacts.

The combined, incremental effects of human activity on ecological or critical area functions and values. Cumulative impacts result when the effects of an action are added to or interact with other effects in a particular place and within a particular time. It is the combination of these effects, and any resulting environmental degradation, that should be the focus of cumulative impact analysis and changes to policies and permitting decisions.

((~~MMM~~))LLL. Curb Ramp.

A ramp constructed in the sidewalk to provide an accessible route from the sidewalk to the street.

((~~NNN~~))MMM. Cutbank.

The concave bank of a moving body of water that is maintained as a steep or even overhanging cliff by the actions of water at its base.

Section 3. That Section 17A.020.040 is amended to read as follows:

A. Day.

A calendar day. A time period expressed in a number of days is computed by excluding the first day and including the last day. When an act to be done requires a City business day, and the last day by which the act may be done is not a City business day, then the last day to act is the following business day.

B. Debris Flow.

Slow moving, sediment gravity flow composed of large rock fragments and soil supported and carried by a mud-water mixture.

C. Debris Slide.

A shallow landslide within rock debris with the slide usually occurring within a relatively narrow zone.

D. “Decibel (dB)” means the measure of sound pressure or intensity.

E. Dedication.

The deliberate appropriation of land, or an easement therein, by its owner for any general and public uses, reserving to the owner no rights other than those that are compatible with the full exercise and enjoyment of the public uses for which the property has been devoted, and accepted for such use by or on behalf of the public. The intention to dedicate shall be evidenced by the owner by the presentment for filing of a final plat, short plat, or binding site plan showing the dedication thereon or by dedication deed to the City. The acceptance by the public shall be evidenced by the approval of such plat, short plat, binding site plan, or at the City’s option, by the City recording such dedication deed with the Spokane County auditor.

F. Degraded Wetland.

A wetland altered through impairment of some physical or chemical property which results in reduction of one or more wetland functions and values.

G. Demolition or Partial Demolition.

The destruction, removal, or relocation, in whole or in part, of a building or structure or a significant feature of a building or structure that is of important historical character. Demolition (or partial demolition) does not include the removal of past additions for the express purpose of restoration of a structure to its historic appearance, form, or function. Demolition (or partial demolition) does not include the destruction or removal of portions of a building or structure that

are not significant to defining its historic character. This exclusion is valid so long as the demolition is done as part of a design review application approved pursuant to chapter 17C.040 SMC.

H. Density.

The number of housing units per acre as permitted by the zoning code.

I. Denuded.

Land that has had the natural vegetative cover or other cover removed leaving the soil exposed to mechanical and chemical weathering.

J. Department.

Any of the departments of engineering services, planning services, fire department, or parks and recreation for which responsibility has been assigned by charter or code for administration.

K. Design Departure.

Any change that is sought to modify or waive a design requirement (R) or waive a design presumption (P) contained within the design standards. The design departure process is found in chapter 17G.030 SMC, Design Departures.

L. Design Criteria.

A set of design parameters for development which apply within a design district, sub-district, or overlay zone. The provisions are adopted public statements of intent and are used to evaluate the acceptability of a project's design.

M. Design Review Board.

The design review board is defined in chapter 4.13 SMC. The design review board was previously named design review committee. Any reference to design review committee is the same as a reference to the design review board.

N. Designation.

The declaration of a building, district, object, site, or structure as a landmark or historic district.

O. Desired Character.

The preferred and envisioned character (usually of an area) based on the purpose statement or character statement of the base zone, overlay zone, or plan district. It also includes the preferred and envisioned character based on any adopted subarea plans or design criteria for an area.

P. Detailed Site Plan.

A general site plan to which the following detailed information has been added:

1. Natural vegetation, landscaping, and open spaces.
2. Ingress, egress, circulation, parking areas, and walkways.
3. Utility services.
4. Lighting.
5. Signs.
6. Flood plains, waterways, wetlands, and drainage.
7. Berms, buffers, and screening devices; and
8. Such other elements as required in this chapter.

Q. Developable Area.

Land outside of a critical area and associated buffer including wetlands, fish and wildlife habitat conservation areas, riparian habitat area, landslide areas, steep slope areas, floodplain, floodway, shallow flooding, channel migration zone, and associated buffers, or any other restricted area on a particular piece of property.

R. Development.

Any proposed land use, zoning, or rezoning, comprehensive plan amendment, annexation, subdivision, short subdivision, planned unit development, planned area development, binding site plan, conditional use permit, special use permit, shoreline development permit, or any other property development action permitted or regulated by the Spokane Municipal Code.

S. Development – Shoreline.

“Development” for shoreline regulations shall be defined by WAC 173-27-030(6) as amended to read “Development” means a use consisting of the construction or exterior alteration of structures; dredging; drilling; dumping; filling; removal of any sand, gravel, or minerals; bulkheading; driving of piling; placing of obstructions; or any project of a permanent or temporary nature which interferes with the normal public use of the surface of the waters overlying lands subject to the act at any stage of water level. "Development" does not include dismantling or removing structures if there is no other associated development or redevelopment.

T. Development – Floodplain.

Any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials located within the area of special flood hazard.

U. Development Approval.

Any recommendation or approval for development required or permitted by this code.

V. Development Codes.

The state-adopted codes, boiler and pressure vessel, building, electrical, elevator, fire, mechanical, plumbing, and related publications adopted by the City, along with other provisions of this code that relate to private access to, use and obstruction of public right-of-way, and engineering standards that relate to private construction of public utilities and facilities.

W. Development Permit.

Any permit issued by the City authorizing construction, including a building permit, conditional use permit, substantial development permit, or other permit required by the City.

X. Development Plan, Site.

The final site plan that accompanied a recommendation or approval for development permitted by this code and that may identify standards for bulk and location of activities, infrastructure and utilities specific to the development.

Y. Dike.

An artificial embankment placed at a stream mouth or delta area to hold back sea water for purposes of creating and/or protecting arable land from flooding.

Z. Direct Impact.

An impact upon public facilities that has been identified as a direct consequence or result of a proposed development.

AA. Directional.

Any of the four basic compass directions, abbreviated as follows: N, S, E, W, SE, NE, SW, NW shall also be considered as a directional. A directional is placed in front of the root roadway name.

BB. Directional Sign.

See SMC 17C.240.015.

CC. Director.

The administrative official of the department responsible for compliance with this code, the development codes, and the land use codes. These include the Building Official, the City Engineer, and the Planning Director.

DD. Director, Planning.

The Director of the Planning and Economic Development department.

EE. Discharge (n).

In the context of chapter 17D.090 SMC or chapter 17D.060 SMC, this term means runoff, excluding offsite flows, leaving a proposed development through overland flow, built conveyance systems, or infiltration facilities.

FF. Discharge (v).

In the context of chapter 17D.090 SMC or chapter 17D.060 SMC, this term means any disposal, injection, dumping, spilling, pumping, emitting, emptying, leaching, or placing of any material so that such material enters and exits from the MS4 or from any other publicly owned or operated drainage system that conveys storm water. The term includes other verb forms, where applicable.

GG. Discharger.

In the context of chapter 17D.090 SMC or chapter 17D.060 SMC, this term means any person that discharges to the City’s MS4 or any other publicly owned or operated drainage system that conveys, manages, or disposes of stormwater flows.

HH. District.

A geographically definable area, urban or rural, small or large, possessing a significant concentration, linkage, or continuity of buildings, objects, sites, and/or structures united by past events or aesthetically by plan or physical development.

II. Disturbance Area.

In the context of chapter 17D.090 SMC or chapter 17D.060 SMC, this term means an area where soils are exposed or disturbed by development, both existing and proposed. The disturbance area includes staging and storage areas, structures, and areas needed for vehicle access and maneuvering.

JJ. Dock.

All platform structures or anchored devices in or floating upon water bodies to provide moorage for pleasure craft or landing for water-dependent recreation.

KK. Documented Habitat.

Habitat classified by state or federal agencies as critical to the survival of endangered or threatened or sensitive animal, fish, or plant species.

LL. Domestic Animal.

1. Large Domestic Animals.

    a. Animals including, but not limited to, horses, donkeys, burros, llamas, alpacas, bovines, goats, sheep, swine, and other animals or livestock of similar size and type.
    b. Young of horses, mules, donkeys, burros, and llamas under one year in age.
    c. Bovines under ten months in age.
    d. Sheep, goats, and swine under three months in age are not included when counting large animals.

2. Small Domestic Animals.

    a. Fowl including, but not limited to, chickens, guinea hens, geese, ducks, turkeys, pigeons, and other fowl not listed or otherwise defined.
    b. Mink, chinchilla, nutria, gnawing animals in general, and other animals of similar size and type.
    c. Small livestock are defined as:

        i. swine- breeds include miniature Vietnamese, Chinese or oriental pot-bellied pigs (sus scrofa vittatus),
        ii. other small pig breeds such as Kunekune, Choctaw, and Guinea hogs,
        iii. all breeds of goats excluding mature large meat breeds such as Boers, and

iv. all breeds of sheep excluding mature large meat breeds such as Suffolk or Hampshire sheep.
v. No horned rams shall be permitted as a small livestock.
vi. Under no circumstance shall a small livestock exceed thirty-six inches shoulder height or one hundred and fifty pounds in weight.

d. Young small animals, livestock or fowl under three months in age are not included when counting small animal, livestock or fowl.

MM. Drainage Ditch.

An artificially created watercourse constructed to drain surface or ground water. Ditches are graded (man-made), channels installed to collect and convey runoff from fields and roadways. Ditches may include irrigation ditches, waste ways, drains, outfalls, operational spillways, channels, stormwater runoff facilities, or other wholly artificial watercourses, except those that directly result from the modification to a natural watercourse. Ditches channels that support fish are considered to be streams.

NN. Dredge Spoil.

The material removed by dredging.

OO. Dredging.

The removal, displacement, and disposal of unconsolidated earth material such as silt, sand, gravel, or other submerged material from the bottom of water bodies; maintenance dredging and other support activities are included in this definition.

PP. Drift Cell.

Or “drift sector” or “littoral cell” means a particular reach of marine shore in which littoral drift may occur without significant interruption and which contains any natural sources of such drift and also accretion shore forms created by such drift.

QQ. Driveway.

An all-weather surface ((~~driveway structure as shown in the standard plans.~~)) providing access onto a property from the right-of-way, private street, or private alley. Driveways may serve a single parcel or be shared among multiple parcels and must lead to a legal parking facility.

RR. Driveway Approach.

The edge of a driveway where it abuts a public right-of-way.

SS. Duplex.

A building that contains two primary dwelling units on the same lot that share a common wall or common floor/ceiling.

TT. Dwelling Unit.

A building, or a portion of a building, that has independent living facilities including provisions for sleeping, cooking, and sanitation, and that is designed for residential occupancy by a group of people. A dwelling unit shall not contain more than one kitchen. Buildings with more than one set of cooking facilities are considered to contain multiple dwelling units unless the additional cooking facilities are clearly accessory, such as an outdoor grill.

Section 4. That Section 17A.020.120 is amended to read as follows:

A. Land Surveyor.

An individual licensed as a land surveyor pursuant to chapter 18.43 RCW.

B. Land Use Codes.

Those provisions of this code that relate to:

1. zoning,
2. subdivision,
3. shorelines management,
4. stormwater control,
5. flood zones,
6. critical areas,
7. signs,
8. skywalks, and

include chapter 17D.020 SMC, chapter 17D.050A SMC, chapter 17D.060 SMC, chapter 17D.090 SMC, chapter 17E.010 SMC, chapter 17E.020 SMC, chapter 17E.030 SMC, chapter 17E.040 SMC, chapter 17E.060 SMC, chapter 17E.070 SMC, and chapter 17G.080 SMC.

C. Landscape Plan.

A scale drawing showing site improvements and landscaping required under chapter 17C.200 SMC the following elements:

1. Footprint of all structures.
2. Final site grading.
3. All parking areas and driveways.
4. All sidewalks, pedestrian walkways, and other pedestrian areas.
5. Location, height, and materials for all fences and walls.
6. Common and scientific names of all plant materials used, along with their size at planting and location of all plant materials on the site.

D. Landslide.

Rapid sliding of large masses of rock, soil, or material on steep mountain slopes or from high cliffs.

E. Latah Formation.

Sedimentary layer of claystone to fine-grained sandstone in which very finely laminated siltstone is predominant. The fresh rock ranges in color from various shades of gray to almost white, tan and rust. Much of the finer grained layers contain leaf imprints and other plant debris. Because of its generally poorly consolidated state, the Latah rarely outcrops. It erodes rapidly and therefore is usually covered with later deposits or in steeper terrain hidden under the rubble of overlying basaltic rocks.

F. Launch Ramp.

An inclined slab, set of pads, rails, planks, or graded slope used for launching boats with trailers or by hand.

G. "Ldn" means a day-night average sound level and serves as a basic measure for quantifying noise exposure, namely, the A-weighted sound level averaged over a twenty-four hour time period, with a ten decibel penalty applied to nighttime (ten p.m. to seven a.m.) sound levels.

H. Leak Detection.

A procedure for determining if the material in a primary container has escaped into the outside environment or has invaded an interstitial space in a multiple containment system.

I. Levee.

A natural or artificial embankment on the bank of a stream for the purpose of keeping floodwaters from inundating adjacent land. Some levees have revetments on their sides.

J. Level of Service Standard.

The number of units of capacity per unit of demand. The level of service standards used on concurrency tests are those standards specified in the adopted City of Spokane comprehensive plan.

K. Lighting Methods.

1. Direct.

Exposed lighting or neon tubes on the sign face. Direct lighting also includes signs whose message or image is created by light projected onto a surface.

2. Indirect.

The light source is separate from the sign face or cabinet and is directed to shine onto the sign.

3. Internal.

The light source is concealed within the sign.

L. Lighting Plan.

A general site plan that includes:

1. location of all lighting fixtures on the site;
2. manufacturer’s model identification of each lighting fixture;
3. manufacturer’s performance specifications of each fixture;
4. a photometric plan of the installed fixtures, which demonstrates that all illumination is confined within the boundaries of the site.

M. Limited Industrial.

Establishments primarily engaged in on-site production or assembly of goods by hand manufacturing involving the use of hand tools and small-scale equipment and may have the incidental direct sale to consumers of those goods produced on-site. Typical uses include:

1. on-site production of goods by hand or artistic endeavor;
2. placement of digital or analog information on a physical or electronic medium;

3. manufacture, predominantly from previously prepared materials, of finished products or parts, provided the noise, light, smell, or vibration does not extend beyond the site; and
4. research of an industrial or biotechnical nature.

All activity must be conducted totally within the structure with no outdoor storage.

N. Listed Species.

A fish or wildlife species on a state or federal species of concern list. Possible designations could include endangered, threatened and sensitive.

O. Littoral Drift.

The natural movement of sediment, particularly sand and gravel, along shorelines by wave action in response to prevailing winds or by stream currents.

P. Living groundcover (or “living ground cover”).

Living plant species which reach a height of less than three feet at maturity, planted in such a manner so as to form a continuous cover over the ground. Areas that meet Spokanescape guidelines with drought tolerant plants covering at least half of the project area at maturity and bark or rock mulch covering all exposed soil are considered to meet this definition.

Q. Local Access Street.

A street that provides access from individual properties to collector and minor arterials.

R. Lot.

1. “Lot” is a parcel or tract of land so designated on a recorded plat or assessors plat, or:

    a. in an unplatted area, a tract having frontage on a public street or private street within a planned unit development or binding site plan and having the minimum size and dimensions required for a building site by the zoning code; or
    b. a building site designated as such on an approved planned development plan; or
    c. an unplatted area, legally created, and having the minimum size and dimensions required for a building site by the zoning code, but that does not have frontage on a public street.

2. A tract consisting of more than one contiguous lot may be considered as one lot for development purposes, subject to interpretation of the location of the front and rear yards.
3. A “corner lot” is a lot bounded on two adjacent sides by intersecting public streets.
4. An “inside lot” is a lot other than a corner lot.
5. A “through lot” is a lot bounded on opposite sides by parallel or approximately parallel public streets.

S. Lot Depth.

The depth of a lot is the horizontal distance between the front lot line and the rear lot line measured in the mean direction of the side lot lines.

T. Lot Lines.

The property lines along the edge of a lot or site.

1. “Front lot line” means a lot line, or segment of a lot line, that abuts a street, regardless of whether private access is provided from the street.

    a. On a corner lot, the front lot line is the shortest of the lot lines that abut a street. If two or more street lot lines are of equal length, then the applicant or property owner can choose which lot line is to be the front.
    b. However, a through lot has two front lot lines regardless of whether the street lot lines are of equal or unequal length. On through lots, the Planning Director shall determine how to apply access requirements, design standards, frontage requirements, and other provisions within SMC Title 17 relating to front lot lines.

2. “Rear lot line” means a lot line that is opposite a front lot line.

    a. A triangular lot has two side lot lines but no rear lot line.
    b. For other irregularly shaped lots, the rear lot line is all lot lines that are most nearly opposite the front lot line.

3. “Side lot line” means a lot line that is neither a front nor rear lot line.

    a. On a corner lot, the longer lot line, which abuts a street, is a side lot line.

4. “Side street lot line” means a lot line that is both a side lot line and a street lot line.

5. “Street lot line” means a lot line, or segment of a lot line, that abuts a street.

a. “Street lot line” does not include lot lines that abut an alley.
b. On a corner lot, there are two (or more) street lot lines.
c. Street lot lines can include front lot lines and side lot lines.

U. Lot Width.

The width of a lot is the horizontal distance between the side lot lines measured on a line intersecting at right angles the line of the lot depth thirty feet from the front lot line.

V. Low Impact Development (LID).

1. LID is a stormwater and land use management strategy that strives to mimic pre-disturbance hydrologic processes of infiltration, filtration, storage, evaporation and transpiration by emphasizing conservation, use of on-site natural features, site planning, and distributed stormwater management practices that are integrated into a project design.

W. Low Visual Impact Facility.

For the purposes of administration of this code, a low visual impact facility includes a small diameter (three feet or less) antenna or antenna array located on top of an existing pole or on a replacement pole. (See also SMC 17A.020.010, Alternative Tower Structure.)

X. Lowest Floor.

The lowest floor of the lowest enclosed area (including the basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access, or storage, in an area other than a basement area, is not considered a building’s lowest floor, provided that such enclosure is not built so as to render the structure in violation of SMC 17E.030.140.

Section 5. That Section 17A.020.160 is amended to read as follows:

A. Painted Wall Highlights.

See SMC 17C.240.015.

B. Painted Wall Sign.

See SMC 17C.240.015.

C. PAO Responsible Official.

The Planning Director, serving in the capacity of administrative official of the lead agency.

D. Parcel.

See “Lot” (SMC 17A.020.120).

E. Parkway.

A thoroughfare designated as a collector or arterial, with a median reflecting the park-like character implied in the name - SMC 17D.050A.040.U.

F. Party of Record.

Any person who has appeared at a hearing of the hearing examiner by presenting testimony or making written comment.

G. Paved Area.

1. An uncovered, hard-surfaced area or an area covered with a perforated hard surface (such as “Grasscrete”) that is able to withstand vehicular traffic or other heavy-impact uses.
2. Graveled areas are not paved areas.

H. Pedestrian Buffer Strips (PBS).

A hard-surfaced or planted area(s) between travel or parking lanes and sidewalks, also called planting strips. PBS improves safety by separating vehicles and pedestrians and provide space for drainage, street trees and snow storage.

I. Pedestrian Path.

A continuous, unobstructed, reasonably direct route between an on-site parking lot and a Primary Building Entry designed and suitable for pedestrian use. Minimum requirements for Pedestrian Paths are listed in Section 17C.123.040 of the FBC.

J. Pedestrian-Scaled Fixtures (lighting).

Pole-mounted light fixtures placed and designed to illuminate foot-traffic areas including exterior lots, pathways or sidewalks. For purposes of the HFBC,

Pedestrian-Scaled Fixtures are defined by height as measured from ground to bottom of shade or bulb.

K. Pedestrian-Scaled Signs.

See SMC 17C.240.015.

L. Pedestrian Street.

1. A street designated on the official zoning map as a pedestrian street where development standards are required to promote a pedestrian friendly street. Pedestrian streets offer a pleasant and safe walking environment. Design features include minimal interruptions of the sidewalk by driveways, publicly usable site furnishing such as benches, tables, and bike racks, and visually interesting buildings close to the sidewalk.

M. Performance Guarantee.

A “financial guarantee” providing for and securing to the City the actual construction and installation of the required improvements.

N. Performance/Warranty Retainer.

A “financial guarantee” both providing for and securing to the City the actual construction and installation of such improvements, and securing to the City the successful operation of the improvements for two years after the City’s final inspection and acceptance of the improvements.

O. Permanent Erosion and Sediment Control Measures.

A combination of plants, mulch, sod, matting, erosion control blankets, and permanent structures that will provide long-term soil stabilization.

P. Permanent Sign.

See SMC 17C.240.015.

Q. Permanent Stabilization.

See Permanent Erosion and Sediment Control Measures.

R. Permeable Sediment.

Sediment permitting the flow of water.

S. Person.

Any natural person, whether acting individually or in a representative capacity, partnership, joint venture, corporation, or other legal entity.

T. Pier.

Any platform structure, fill, or anchored device in or floating upon water bodies to provide moorage for watercraft engaged in commerce, including, but not limited to, wharves, mono-buoys, quays, ferry terminals, and fish weighing station.

U. Planned Action.

A Planned Action means one or more types of project action that:

1. Are designated Planned Actions by an ordinance or resolution; and
2. In conjunction with, or to implement, an adopted comprehensive plan or subarea plan that have had the significant impacts adequately addressed in an Environmental Impact Statement under the requirements of WAC 197-11-64; and
3. Is exempt from additional SEPA review for all elements covered under the Environmental Impact Statement of the adopted comprehensive plan or subarea plan.
4. Is defined in WAC 197-11-164.

V. Planned Capacity.

For all capital facilities, except transportation, capacity for a concurrency facility that does not exist, but for which the necessary facility construction, expansion, or modification project is contained in the current adopted City of Spokane comprehensive plan, capital improvement program and scheduled to be completed within six years. (RCW 36.70A.020).

W. Planned Capacity for Transportation Facilities.

Capacity for transportation facilities, including roads and transit, that does not exist, but where transportation improvements or strategies to accommodate the impacts of development are made concurrent with the development.

1. These strategies may include:

    a. increased public transportation service,
    b. ride sharing programs,
    c. demand management, and
    d. other transportation systems management strategies.

2. For transportation facilities, “concurrent with the development” shall mean that improvements or strategies are in place at the time of development, or that a financial commitment is in place to complete the improvements or strategies within six years (RCW 36.70A.070(6)(b)).

X. Planned Unit Development (PUD).

1. A planned unit development is a project permit for an overlay zone, approved by the hearing examiner, which does not fully comply with all of the development standards of the base zone in which it is located, but is approved based on superior or innovative design. .
2. The City may permit a variety of types, design, and arrangement of structures and enable the coordination of project characteristics with features of a particular site in a manner consistent with the public health, safety, and welfare.

Y. Plans.

Planning documents, which are developed by the various departments of the City, pertaining to the orderly development of public facilities.

Z. Planting Zone.

Area for street trees, ground cover or other plantings; typically included herein as a portion of overall sidewalk width reserved for locating permanent trees and tree grates.

AA. Plat – Final.

A map or representation of a subdivision, showing thereon the division of a tract or parcel of land into lots, blocks, streets, alleys, or other divisions and dedications and containing all elements and requirements set forth in this chapter and chapter 58.17 RCW.

BB. Plat – Preliminary.

1. A neat and approximate drawing of a proposed subdivision showing the general layout of streets, alleys, lots, blocks, and other elements of a subdivision required by this chapter and chapter 58.17 RCW.
2. The preliminary plat shall be the basis for the approval or disapproval of the general layout of a subdivision.

CC. Plaza.

Areas generally open to the public on a controlled basis and used for passive recreational activities and relaxation.
Plazas are paved areas typically provided with amenities, such as seating, drinking, and ornamental fountains, art, trees, and landscaping, for use by pedestrians.

DD. Plinth.

The base or platform upon which a building wall or column appears to rest, helping establish pedestrian-scaled elements and aesthetically tying the building to the ground.

EE. Pollutant.

Any substance which is prohibited or limited by applicable laws or regulations, which is released or discharged in conjunction with development. Any substance that causes or contributes to violation of air, land, or water quality standards, released or discharged.

FF. Pollution.

Contamination, or other alteration of the physical, chemical, or biological properties of air, land, water or wetlands, or such discharge of any liquid, gaseous, solid, radioactive, or other substance into air, land, water, or wetlands as will or is likely to cause a nuisance or render such air, land, water, or wetlands harmful, detrimental, or injurious to the public health, safety, or welfare, or to domestic, commercial, industrial, agricultural, recreational, or other legitimate beneficial uses, or to livestock, wildlife, fish, native vegetation, or other aquatic life.

GG. Potential Geologically Hazardous Areas.

Areas designated on maps maintained in the City’s planning and economic development services department. They are classified “potential” because they have not been confirmed by field investigation nor do they necessarily include the full extent of all geologically hazardous areas within the City. The maps are intended to alert property owners, purchasers, developers, etc., to the possible existence of significant geological hazards, which may warrant further geotechnical study.

HH. Practicable Alternative.

An alternative that is available and capable of being carried out after taking into consideration cost, existing technology, and logistics in light of overall project purposes and having less impact to critical areas. It may involve using an

alternative site in the general region that is available to the applicant and may feasibly be used to accomplish the project.

II. Predevelopment Meetings.

Meetings between City or agency staff and an applicant or their representatives prior to formal submission of a detailed application. They are intended to provide an overview of the regulatory requirements, application process, and procedural submission requirements.

JJ. Principal Buildings.

Where multiple buildings occupy a single lot, those buildings that are associated with the prevailing use of that site.

KK. Primary Building Entry.

Access or entrance of first rank, importance or value, visually associated with the prevailing ground-floor use of a building.

LL. Primary Building Walls.

Any exterior building wall that faces a street and contains a public entrance to the occupant's premises or tenant space. If an individual tenant space does not have a street facing wall, or does not have a street facing wall containing a public entrance, then the primary building wall for that individual tenant space is any wall containing a public entrance that faces a parking area on the site. (See Figure 1, SMC 17C.240.130, Primary Building Walls)

MM. Primary Container.

The container that is in direct contact with the material of concern during the course of normal transport, use, or storage.

NN. Primary Drainage Basin.

The basin of the stream or tributary within which a project is proposed, not including basins of major tributaries. For the purpose of this regulation the primary drainage basin of:

1. Latah Creek is not a part of the primary drainage basin of the Spokane River,
2. Marshall Creek is not a part of the primary drainage basin of Latah Creek.

OO. Primary Structure.

1. A structure or combination of structures of chief importance or function on a site. In general, the primary use of the site is carried out in a primary structure.
2. The difference between a primary and accessory structure is determined by comparing the size, placement, similarity of design, use of common building materials, and the orientation of the structures on a site.

PP. Primary Use.

1. An activity or combination of activities of chief importance on the site. One of the main purposes for which the land or structures are intended, designed or ordinarily used.
2. A site may have more than one primary use.

QQ. Principal Arterials.

A street serving major activity centers, providing a high degree of mobility and serving the longest trip demands within the urban area.

RR. Priority Habitats.

Habitat areas determined by WDFW to have unique or significant value to many species and that meet one or more of the following criteria:

1. High wildlife density.
2. High species diversity.
3. Important wildlife breeding habitat.
4. Important wildlife seasonal ranges.
5. Important movement corridors.
6. Limited availability.
7. High vulnerability to habitat alteration.

SS. Priority Species.

A wildlife species requiring protective measures for their perpetuation due to their population status, their sensitivity to habitat alteration, and/or their recreational importance.

TT. Private Street.

Roadway which is not controlled or maintained by a public authority, and which serve two or more properties.

UU. Project Permit or Project Permit Application.

Any land use or environmental permit or license required for a project action, including, but not limited to, building permits, short plats, subdivisions, binding site plans, planned unit developments, conditional uses, shoreline substantial development permits, site plan review, permits, or approvals required by the critical area ordinance, and site specific rezones authorized by a comprehensive plan or subarea plan, but excluding the adoption or amendment of a comprehensive plan, subarea plan, or development regulations, except as otherwise specifically identified under RCW 36.70B.140.

VV. Projecting Sign.

See SMC 17C.240.015.

WW. Protected Species.

A general classification of animals by WDFW that includes all those species not classified as listed, game, fur-bearing, or non-protected. This also includes all birds not classified as game or non-protected.

XX. Proximity.

That two or more properties are either adjacent or separated by a street or alley.

YY. Public Access.

The public's right to get to and use the City's public waters, the water/land interface and associated shoreline area. It includes physical access that is either lateral (areas paralleling the shore) or perpendicular (an easement or public corridor to the shore), and/or visual access facilitated by means such as scenic streets and overlooks, viewing towers, and other public sites or facilities.

ZZ. Public Facilities.

Any City-owned, operated, or contracted public facility or service in whole, or in part, whether existing or planned, including, but not limited to:

1. parks,
2. recreation facilities,
3. playgrounds,
4. streets,
5. transportation facilities,
6. open spaces,
7. fire facilities,
8. storm water drainage ponds, and

9. all such appurtenances and improvements.

AAA. Public Property.

Any City-owned real property, air space, or other interest in real estate, including streets, alleys, or other public rights-of-way, owned by or controlled by this municipality or any other governmental unit.

BBB. Public Way.

1. A dedicated “public way” is a tract of land:

   a. conveyed or reserved by deed,
   b. dedicated by plat, or
   c. acquired by decree of court,
   d. which has been accepted and dedicated by action of the city council to the public right-of-way and for secondary use as an easement for public utilities.

2. ((~~An “alley”~~)) A “public alley” is a public way, usually not exceeding ((~~sixteen~~)) twenty feet (20’) in width, designed ((~~or~~)) and intended to provide ((~~secondary~~)) vehicular access to abutting properties.

Section 6. That Section 17H.010.010 is amended to read as follows:

Streets, alleys ((~~and bikeways~~)), and other traveled ways shall be designed to provide efficient and economical travel ((~~ways~~)), including for pedestrian and bicycle travel, and create a safe and pleasant environment for the citizens of Spokane. An effective Complete Street design shall consider the location of facilities in relation to land use, pedestrian and bicycle safety, adequate right-of-way width, traffic standards and safety, landscaping, drainage facilities, ease of maintenance, and the ability to provide effective and efficient public services. This section provides general design considerations for individual street elements.

The street development standards as set forth in chapter 17H.010 SMC are applicable to new streets, reconstruction of rural roads into urban streets as urbanization occurs, and other street construction projects that involve major redesign of the street itself. Transportation preservation projects (resurfacing, rehabilitation or reconstruction of the existing street pavement, sidewalks or bridges) are exempt from the requirements of chapter 17H.010 SMC but shall be subject to the provisions of chapter 17H.020 SMC pertaining to pedestrian and biking infrastructure.

General references to “streets” and “alleys” should be assumed to refer to “public streets” or “public alleys” unless specifically denoted or unless the context clearly indicates otherwise.

Section 7. That a new Section 17H.010.015 is created and shall read as follows:

17H.010.015 Administration

The City Engineer shall administer the requirements of this chapter.

The City Engineer shall determine the proper designations of streets, alleys, and driveways using professional judgment and based on the requirements provided in this chapter.

Section 8. That Section 17H.010.090 is amended to read as follows:

17H.010.090 Private Streets, Private Alleys, and ((~~Private Access~~)) Driveways

((~~A. Residential private streets are allowed only in conjunction with an approved planned unit development, binding site plan or mobile home park. Lots within a pocket residential development may have frontage on a private street or private access. The written conditions of approval for the project must permit lot frontage on a private street or private access.~~

~~B. Private streets and private access require the approval of the director of engineering services. New private streets are allowed only when street connectivity is unachievable, such as property that is isolated by topography or the configuration of existing lots and streets.~~

~~C. Pedestrian access shall be provided from the private street or private access to an existing or future street or public pathway if vehicular access cannot be provided.~~

~~D. Private streets or private access shall not obstruct traffic circulation or cut off future development from public access or utilities.~~

~~E. Streets must be public if they are designed to connect to an adjacent site, or will serve lots on an adjacent site.~~

~~F. Private streets shall be constructed in accordance with the design standards for public streets. Private access shall be improved in accordance with the development standards for parking lots as provided in SMC 17C.230.140.~~

~~G. Private streets or private access require private water and sewer systems.~~

~~H. Private streets or private access shall be owned in common by the owners of the property served by the private streets/private access or by a homeowners' association. The tract shall be designated on the plat as a special purpose tract. Private access may be designated by a recorded easement. A maintenance agreement shall be recorded with the Spokane county auditor that commits the owner(s) to maintain all elements of the private street. Accessibility (snow plowing, etc) shall be maintained at all times for emergency vehicles.~~

~~I. Transitions from public to private streets should not occur mid-block. Where a mid-block transition is unavoidable, a public turn-around designed to meet city standards shall be provided.~~))

A. General Requirements.

1. Water or sewer systems situated under a private street, private alley, driveway, or other private access shall be privately owned.
2. Private streets; private alleys; and driveways or other private access serving more than one parcel shall ensure access for all properties served through a common ownership instrument such as a homeowners' association, or through access easements and shared maintenance agreements.
3. Private streets, private alleys, driveways, or other private access shall not obstruct traffic circulation or cut off future development from public access or utilities.

B. Additional Requirements for Private Streets.

1. Private streets require the approval of the City Engineer.
2. Residential private streets shall only be permitted in the following development types:

    a. Planned Unit Development;
    b. Binding Site Plan;
    c. Mobile Home Park;
    d. Unit Lot Subdivision.

3. Private streets are discouraged. The following criteria shall be considered by the City Engineer in approving a proposed private street:

    a. The private street serves a limited area; and
    b. Connectivity to the rest of the street network is severely limited and cannot be improved through alternative alignments due to topography or the configuration of existing lots and streets.

4. Streets shall be public if they are designed to connect to an adjacent development site or will serve lots on an adjacent site.
5. Private streets shall be constructed in accordance with the design standards for public streets.
6. A maintenance agreement shall be recorded with the Spokane county auditor that commits the owner(s) to maintain all elements of the private street. Accessibility (snow plowing, etc) shall be maintained at all times for emergency vehicles.

7. Mid-block transitions from public to private streets should be avoided. Where a mid-block transition is unavoidable, a public turn-around designed to meet city standards shall be provided.

Section 9. That Section 17H.010.130 is amended to read as follows:

A. When constructed, alleys shall be provided at the rear or side of lots.
B. Where alleys are existing, or provided in new subdivisions and short subdivisions, on-site parking spaces shall be accessed from the alley and not the street unless approved by director of engineering.
C. Dead-end alleys shall be avoided wherever possible((~~, but if unavoidable,~~)) and shall be approved by the City Engineer. They shall be designed with adequate turn-around facilities or alternative connections acceptable to the ((~~director of engineering services~~)) City Engineer at the dead-end.
D. All new alleys shall be constructed in conformance with the standard plans.
E. Public alleys shall be located in public right-of-way. If public utilities are to be located in an alley, the alley must be located in public right-of-way.
F. Private alleys may be located in a tract or on an easement. Tracts must be owned in common by the owners of the property served by the private alley or by a homeowner's association and must be designated on the plat as a special purpose tract. A maintenance agreement must be recorded with the Spokane county auditor that commits the owner(s) to maintain all elements of the private alley.
G. New alleys shall have a paved width of at least twelve feet and a clear width of at least twenty feet. The twenty-foot width shall not be obstructed in any manner, including the parking of vehicles, fences or utility structures.
H. Stormwater from all new alleys must be collected and treated according to the city's stormwater guidelines.

Section 10. Severability: If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 11. Clerical Errors: Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

Passed by the City Council on _____

_____
Council President

Attest: Approved as to form:

_____	_____
City Clerk	Assistant City Attorney
_____	_____
Mayor	Date
	_____
	Effective Date

CITY OF SPOKANE PLAN COMMISSION
FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS
REGARDING STREETS, ALLEYS, AND DRIVEWAYS

A recommendation of the City of Spokane Plan Commission to the City Council related to the designation of streets, alleys, and driveways; and amending SMC sections 17A.020.030, .040, 120, 160, 17H.010.010, and 130; and adopting a new section 17H.010.015.

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. Three written public comments were received and provided to the Plan Commission in advance of the hearing.

C. A State Environmental Protection Act (SEPA) Determination of Nonsignificance and Checklist were issued by Planning Services on July 3, 2025. The comment period ended on July 17, 2025.

D. A legal notice of public hearing was published in the *Spokesman-Review* on 7/9/25 and 7/16/25.

CONCLUSIONS:

Based upon the staff presentations, briefing materials, associated studies, and agency and public comment, the Spokane Plan Commission makes the following conclusions with respect to the proposal:

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 17G025.010(J).

2. Interested agencies and the public have had opportunities to participate throughout the process and persons desiring to comment were given an opportunity to comment.

3. SEPA review was completed for the proposal, and pursuant to SEPA, any adverse environmental impacts associated with the draft regulations will be mitigated by enforcement of the City's development regulations.

4. The Plan Commission finds that the proposal enhances the clarity around the designation of streets, alleys, and driveways, but that additional details about the circumstances in which driveways are permitted and the requirements accompanying them is an important topic for future consideration.

5. The Plan Commission finds that the proposed amendments are consistent with the applicable provisions of the Comprehensive Plan, particularly the following adopted goals and policies:

    a. LU 3.6 Compact Residential Patterns

    b. LU 3.1 Coordinated and Efficient Land Use

c. LU 4.1 Land Use and Transportation

RECOMMENDATION:

In the matter of the proposal to amend the aforementioned sections of the Spokane Municipal Code, as based on the above listed findings and conclusions, by vote of 5-1, the Spokane Plan Commission takes the following actions:

1. Recommends to the Spokane City Council the **APPROVAL** of the proposal.
2. Authorizes the President to prepare and sign on the Commission's behalf a written decision setting forth the Plan Commission's findings, conclusions, and recommendations on the proposed amendments.

Jesse Bank
Jesse Bank (Jul 24, 2025 15:07:01 PDT)

Jesse Bank, President

Spokane Plan Commission

7/24/25

PC Findings and Conclusions - Street-Alley-Driveway

Final Audit Report 2025-07-24

Created:	2025-07-24
By:	Angela McCall (amccall@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIVqGsJs8x_Z8DfNZL9EaI5fkOTWhJyhd

"PC Findings and Conclusions - Street-Alley-Driveway" History

Document created by Angela McCall (amccall@spokanecity.org)
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Email sent to bdsadmin@spokanecity.org bounced and could not be delivered
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Email viewed by Jesse Bank (jbank@spokanecity.org)
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Signature Date: 2025-07-24 - 10:07:01 PM GMT - Time Source: server

Agreement completed.
2025-07-24 - 10:07:01 PM GMT

ORD C36744 (DILLON AMENDMENT)(07-31-25)

1. Strike the title of the ordinance and substitute the following in its place:

An ordinance related to the designation of and requirements for streets, alleys, and driveways amending Spokane Municipal Code sections 17A.020.030, .040, .120, .160, 17C.111.340, and 17H.010.010, .090, .130; and creating a new section 17H.010.015.

2. Insert a new Section 6 amending SMC 17C.111.340 to read as follows, and renumber the remaining sections:

Section 6. That Section 17C.111.340 is amended to read as follows:

A. Purpose.

To ensure that all buildings within a development have adequate access to public rights of way and municipal services.

B. Applicability.

The following standards apply to all buildings within a development.

C. Pedestrian Connectivity Implementation.

1. Public Right-of-Way Access.

At least one walking connection is required between each building and the sidewalk. For each ground-floor unit with a separate entry, separate walking connections are required for each ground-floor unit. Driveways may be used to meet this requirement <u>where a driveway serves no more than nine (9) dwelling units. Exceptions for driveways serving more than nine (9) dwelling units shall be approved by the City Engineer</u>. (R)

2. Garbage and Recycling Areas.

At least one walking connection is required between each unit and its designated garbage and recycling area. Driveways and parking access aisles may be used to meet this requirement. (R)

3. In the briefing materials, add the attached public comment as part of the record before council.

PURPOSE OF THE AMENDMENT: This amendment (1) corrects the title of the ordinance, (2) adds a new Section 6, which would amend SMC 17C.111.340 to ensure continued public access to a right-of-way via driveways, and (3) adds written public comment to the record before council.

PUBLIC COMMENTS

ORD C36744

From: Gardner, Spencer
To: Sirott, Sarah; msolheim2002@yahoo.com
Subject: Re: July 23, 2025 Plan Commission Agenda
Date: Tuesday, July 22, 2025 2:12:01 PM

Thank you, Marni. Your comment will be included in the record for the Plan Commission hearing.

Spencer Gardner | Director | Planning Services
Office 509-625-6097 | Mobile 509-723-7554 | my.spokanecity.org

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From: Sirott, Sarah <ssirott@spokanecity.org>
Sent: Tuesday, July 22, 2025 9:49 AM
To: msolheim2002@yahoo.com <msolheim2002@yahoo.com>
Cc: Gardner, Spencer <sgardner@spokanecity.org>
Subject: RE: July 23, 2025 Plan Commission Agenda

Thank you for contacting Councilmember Klitzke's office, Marni. We are copying Plan Commission.

Respectfully,

Sarah Sirott | Legislative Assistant to Council Member Kitty Klitzke
509.625.6702 |ssirott@spokanecity.org| District 3
This email is subject to the Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.

From: Sirott, Sarah <ssirott@spokanecity.org> **On Behalf Of** Klitzke, Kitty
Sent: Tuesday, July 22, 2025 7:07 AM
To: Sirott, Sarah <ssirott@spokanecity.org>
Subject: Fw: July 23, 2025 Plan Commission Agenda

From: marni solheim <msolheim2002@yahoo.com>
Sent: Monday, July 21, 2025 5:16 PM
To: Zappone, Zack <zzappone@spokanecity.org>; Wilkerson, Betsy <bwilkerson@spokanecity.org>; Klitzke, Kitty <kklitzke@spokanecity.org>
Subject: July 23, 2025 Plan Commission Agenda

[CAUTION - EXTERNAL EMAIL - Verify Sender]
At this meeting you will be presented with proposed amendments to the naming streets and alleys, as well as driveway adjustments. I believe these changes are proposed as a direct result of a proposed development in my neighborhood that the hearing examiner denied after the neighborhood collectively

fought the proposal. It's called the Ash Place Development.

It proposes 20 townhomes of only middle-high and high-income homes on a 1.23-acre lot. Much of this lot is not actually buildable due to steep slopes. These 20 homes are proposed across from Drumheller Conservation Area and many of us living past this are on a dead-end street. Neighbors expressed many concerns about the inappropriateness of this dense development, but I will focus on the reason I'm writing.

The proposed street changes begin on page 271 of your agenda documents. One of the reasons the hearing examiner denied the project, perhaps the primary reason, was that half of the townhomes would have access by a shared driveway with a lane in between the homes that dead ended at both ends. Due to the city's current code, this lane cannot be named and does not meet street code standards to be named in either size or the ability to travel through. This lane does not meet street standards. I contend that emergency vehicles, delivery trucks, waste trucks, moving trucks, etc. would have an extremely difficult time servicing the homes within the driveway. Regardless, the city was supporting this proposal. The hearing examiner made the right decision.

Proposed changes to Section 17D.050A.050 (D) and (E) would allow driveways, alleys, and access to parking areas to be named. This might allow this project to go through. It would create an entirely new standard for maps, navigation systems, and confusion when names may not be visible from the street. Not just for this project but others as well, I write to oppose all of the proposed changes to 17D.050A.050.

I hope you are able to give some attention to this issue because it has potentially larger implications proponents are not likely to share. Standards for street width, sidewalks, landscaping, and accessibility to homes exist for good reason. Creating this loophole puts those standards at risk.

Marni Solheim
1711 W. Euclid Ave
Spokane, WA 99205
509-981-3759

From:	Dennis Flynn
To:	Plan Commission; Klitzke, Kitty
Cc:	Zappone, Zack; Bingle, Jonathan; Cathcart, Michael; Wilkerson, Betsy; Dillon, Paul; Gardner, Spencer
Subject:	7/23/2025 - Public Comment submission Regarding Hearing Topics
Date:	Tuesday, July 22, 2025 7:05:00 PM
Attachments:	20250723_PlanCommission_Hearings_PublicComment_DennisFlynn2108WEuclid.docx

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[CAUTION - EXTERNAL EMAIL - Verify Sender]

Please find attached a Microsoft Word document I ask you to include in the Public Comments for the 7/23/2025 meeting.

Mr. Gardner, thank you for offering to include the email forwarded from Councilwoman Klitzke; I have incorporated most of that into the attached Word document, along with other thoughts.

Thank you,
Dennis Flynn
2108 W Euclid Ave

Hi, Dennis Flynn, I live at 2108 W Euclid Ave. I prepared this written comment in different spurts, and I have organized it into 3 sections:

- Section 1: mainly references the Comprehensive Plan as the superior document for all Land Use
- Section 2: mainly references the Safety concerns
- Section 3: I reviewed your Briefing Paper and the associated changes to SMC, and provided recommendations for changes

I know this is a bit disjointed, but time is short. I have cleaned it up somewhat to try not to duplicate my thoughts too much across the sections, but I ask for your forgiveness for suffering through multiple duplications. Thank you for reviewing my public comments.

Dennis Flynn, dpflynn@hotmail.com, 2108 W Euclid Ave, 509-325-9097

SECTION1

As you all are well familiar, the Comprehensive Plan is the supreme document that identifies Land Use. There's several things I'd like to point out:

Chapter 1, section 1 of the Comp Plan says, **"By law, decision-makers and managers in city government must follow the direction of the Comprehensive Plan."**

It also says, "**First,** the city must regulate land use and development **consistent with the plan**; the zoning code, subdivision code, environmental ordinances, and building code **must follow the plan's intent**."

Chapter 1, section 3, says this about Property Rights, "The property rights of landowners shall be protected from arbitrary and discriminatory actions." which I read to mean the existing property owners in a neighborhood shall not have their property rights infringed upon by arbitrarily forcing in a development if it does not follow the City's own Comprehensive Plan and Land Use.

--

Chapter 2, section 1, says the "City government has the primary responsibility to implement the plan...via the application of land use regulations...**that regulations shall be consistent with the Comprehensive Plan**"

and "the zoning code consists of definitions...and maps that show how the **zone classifications divide the entire city into land use districts**."

and most importantly it says, "Since zoning is a device to implement the Comprehensive Plan, **its rules must be consistent with the plan.**"

--

Chapter 3, section 3 says "Goals and policies provide direction"

and "Much of the future growth should occur within concentrated areas in and around Neighborhood Centers, District Centers, Employment Centers, Corridors, and Downtown as designated on the Land Use Plan Map...with changes in other areas (like existing residential neighborhoods) guided towards more compatible uses and scales".

LU1.3, for "Lower Intensity Residential Areas", it says "some residential areas would benefit from **slightly** increased intensities of residential use (somewhat taller buildings, more lot coverage)".

in LU 3.2 it says that "housing density should decrease as the distance from the Neighborhood Center increases".

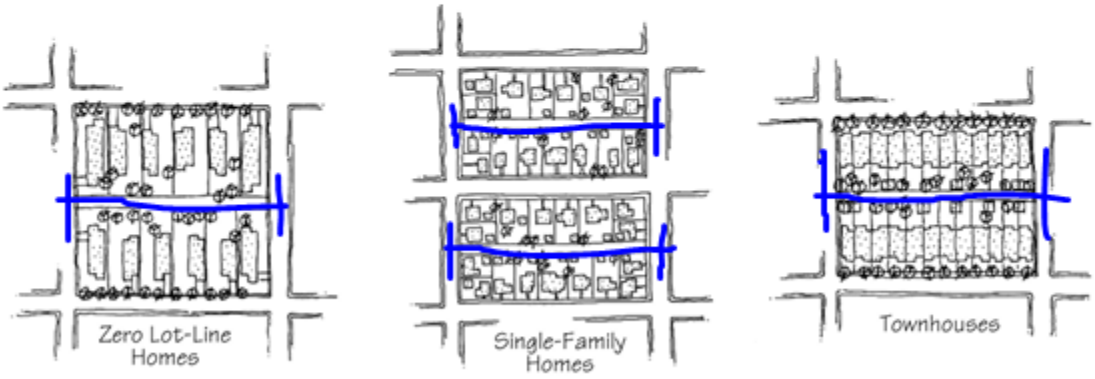
A recent plat proposal that was denied had almost 3-TIMES the 10 units per acre allowed, is over a mile away from the Garland Neighborhood Center, a mile away from the Shadle District Center, and 3/4 of a mile away from the Monroe Corridor. The plat proposal in question is about as far away from Centers and Corridors as you can get. This is a "high intensity" housing development meant for the exact places that are called out to support high intensity housing; it definitely is not “consistent with the plan” and I find its approval was not consistent with the plan, so it was both “arbitrary” and “discriminatory” against the property rights of the neighboring land owners. I can tell you for sure that almost tripling the density identified in the Comprehensive Plan is definitely NOT "slightly increased intensity".

in LU 3.6 and in every other graphic that depicts townhouses in this document, every townhouse example includes a block with 4 streets around it and an alley going through it; here’s a screen capture from the Comprehensive Plan showing the happy-happy land of multiple egress points:

LU 3.6 Compact Residential Patterns

Allow more compact and affordable housing in all neighborhoods, in accordance with design guidelines.

Discussion: Compact and affordable housing includes such choices as townhouses, accessory dwelling units (granny flats), live-work housing, triplexes, zero-lot line, starter, small-lot, and row houses. Middle housing types such as these are compatible with all residential areas, commensurate with Policy LU 1.3 above.



And here's a screen capture of what the City approved for 20 units to share one driveway onto a dead-end road:

in LU 3.7 it encourages minimum lot sizes to achieve desired residential density, but it does not change the density, rather it **encourages additional options to achieve higher density**.

LU 4.4 Connections encourages safe connections for pedestrians and bicycles. I'm not sure if crossing multiple driveways while traversing an alley should be considered a "safe connection"

LU 5.4 encourages protection of natural features and wildlife habitat, but what is really interesting in this section is it's discussion of densities and how adjustments might be made to meet minimum densities but nothing about exceeding maximum densities: " To encourage conservation of natural features and habitat protection, development regulations should be established that allow clustering of development at higher densities than otherwise allowed (consistent with overall density allowed for the site). If the minimum density cannot be achieved by clustering of development, exceptions to minimum residential density requirements may be permitted."

Chapter 3, section 4 identifies the "land use plan map designations are necessary for development..to achieve the vision and values...These land use designations are shown on the following map, which apply the requirements of land use and the goals and policies of the Comprehensive Plan to the physical environment, describing the type of development expected in each area. The overall strategy...is

that...concentrated in focused growth areas (Centers and Corridors), while the remaining parts ...by lower intensity uses."

An area zoned Residential Moderate or even Residential Plus might support this project that pencils out, after removing the East 1/4 of the site that is unbuildable, to more than 27 units per acre. But this area is zoned "Residential Low", and while variation in lot sizes and housing types are allowed so as to develop to **"meet"** that 10 number, the Comprehensive Plan Land Use map is supreme to BOCA, and this area is still zoned 4-10 units per acre with no variance in place to "**exceed"** that density.

SECTION2

Additional Notes Relating to Public Safety Concerns, Addressing, and Zoning:

Alleys or driveways serving multiple lots without separated sidewalks is fundamentally unsafe. Elderly, children, handicapped are at risk.

In 17D.050A.100, the proposed changes are to purposefully use Driveways to circumvent safe design standards out of some false determination that the citizen safety is to be sacrificed on the alter of additional housing units. The Plan Commission is identifying a Driveway as NOT a Roadway out one side of its mouth, while requiring shared Driveways to be built to Roadway standards and to be addressable for the purposes of Emergency vehicle response, solid waste pickup, etc out the other side of its mouth. There is already such things that provides such needs: a Street or an Alley!

And there is NO REASON to name a Driveway or an Alley outside of Downtown, because 17D.050A.100 already allows for 100 addresses for each block of a Roadway, even specifying that intersecting Driveways are to be ignored for this addressing and that properties using Shared Driveways shall be addressed via the Street to which the Driveway connects. And the even/odd numbering is specifically called out as applying only to Roadways, which these changes identify a Driveway is NOT.

The Comprehensive Plan designates density. The Residential Low Zone, within the density definitions of the Comprehensive Plan has a designation of 4-10 units per acre. The Housing Action Plan started the process of assessing and then implementing the BOCA ordinance and ultimately the current SMC to allow for additional housing types, including zero-setbacks, such as townhouses, to encourage more dense housing that MEETS the Comprehensive Plan designation of 4-10 units per acre, but does NOT call to EXCEED it. Basically, there was too much being built closer to the 4 units/acre and not enough at the 10 units/acre, and these efforts were meant, from the initial birth of the HAP, to achieve density closer to the 10/acre.

However your Planning Department has gone off the rails in ignoring the intent to MEET the Land Use defined in the Comprehensive Plan, and

approved inherently unsafe designs that EXCEED the density

What do I mean by inherently unsafe? Every “missing middle” example conceptualized in drawings in the Comprehensive Plan include a through alley that connects to streets on both sides! Now go look at the Lacey Plat Type II application that you approved: it has one egress point that is the shared driveway and no alley. God forbid a fire starts from the East and moves West through this development, potentially causing loss of life for those physically unable to flee over fences and across adjoining properties. Even so, at least the driveway has egresses to both the South and the North.

Another example of inherently unsafe design your Planning approved is the Ash Place project that I have no doubt is the genesis for these proposed changes. The inherently unsafe plat design you approved included a dead-end alley for almost DOUBLE the number of units for the Lacey project. Even worse is Ash Place is a dead-end road, so the only egress, if you can even make it out of the dead-end alley/driveway, is via Oak Street to the North

What do I mean by EXCEED density? Again, please recall the Comprehensive Plan designates the Land Use for Residential Low maxes at 10 units/acre. At least 25% of the Ash Place project is unbuildable, so this pencils out to 27 units/acre in a Residential Low that the Comprehensive Plan designates maxing at 10/acre.

Now, I know the Council wants to encourage density, but I'd also like to again point to your own documents that says higher density should be concentrated near Centers and Corridors, and density should lower as you get farther away from Centers and Corridors. Well, this Ash Place project is over a mile from Garland Center, a mile from Shadle Center, and is a mile away via roadway/walking from the Monroe Corridor. In other words, this development is about as far away from a Center or Corridor as you can get yet Planning approved building at 270% of the Comprehensive Plan Land Use designation!

I recommend either creating a new definition for "Shared Driveway", or modifying the proposed definition of Driveway to: An all-weather surface providing access onto a property from the right-of-way, private street, or

private alley. A Shared Driveway is a Driveway shared by more than one parcel. A Shared Driveway shall not serve more than the maximum number of parcels allowed by the applicable Zoning.

Additionally I recommend adding this qualifier: any Shared Driveway serving more than 4 parcels must provide two ingress/egress points.

17H.010.015

(G) Says alleys must have "a clear width of at least twenty feet", but the definition of an alley is "plates width is less than twenty feet"

The Briefing Paper claims the intent is to provide clearer definitions, but the reality is the proposed code changes don't provide clarity, but rather propose stealing authority from the Council and increasing discretionary, arbitrary determination in Planning. One of the key points of the Hearing Examiner is the double frontage the naming of the Driveway would have created, and that isn't even touched on in these proposed changes. And the definitions of Plats don’t even include Driveways.

17H.010.010 says travelled ways shall create a safe environment. A Shared Driveway which simultaneously includes automobile, bicycle, and pedestrian traffic is an inherently unsafe model.

SECTION3

Plan Commission,

Your Briefing Paper identifies the Subject as: "development proposals have occurred where there are not enough addresses available to assign an addresses [sic] to new development"

And your Briefing Paper identifies the Impact as: "Having a defined, predictable set of standards will help everyone to deal with addressing issues expeditiously."

The Subject of "not enough addresses" is not applicable to redefining what type of "traveled way" is eligible to assign an address, so the whole premise of this Briefing Paper does not support the vast majority of your proposed changes to SMC, which are very extensive.

Additionally, the Impact of "Having a defined, predictable set of standards" is completely ignored in many of your proposed changes to defer away any variance requirement or City Council determination to an unelected Administrator or Engineer, who will be free to allow or restrict at his/her arbitrary will.

One nit-picking point is that you made it very difficult to see what exact wording changed in 17D.050A.040 by striking-out the entire section of text that does not actually change; only the numbering changed by adding the "Limited Application" section. Meticulously comparing the initial verses the proposed text only to find it the same was onerous; I suggest your goal should be to make it easier for the public to consume your output, not more difficult.

I will note you maintained the definition of "roadway" and "roadway type", but you did not include a definition of "driveway", "shared driveway", "travel way", or "traveled way", leaving the existing definitions for "driveway" and "traveled way" in 17A.020 in effect. Not defining what is and is not a "driveway" or a "travel way" is inexcusable, given the extensive reference to "driveway" and "travel way" throughout your proposed changes and your stated Impact intent to have "defined, predictable set of standards". **You must rectify this by defining "driveway", "shared driveway", "travel way", and "traveled way".** Note the current definition of "traveled way" in 17A.020 references a "street".

The Title of 17D.050A.050 is "Roadways to Which Naming Requirements Apply". Notice the word "roadways" in the title, yet you are making one of the most substantive changes by changing "driveways, alleys, access to parking areas, and other travelled surfaces that are not considered roadways" from "may not be named" to "may be named at the discretion of the Administrator."

- This is a circular argument: this section only applies to naming "roadways", but you are implementing a 180-degree switch from "may not be named" to "may be named"
- And you are leaving this determination to the arbitrary discretion of the Administrator

This is exactly contrary to your stated Impact of "Having a defined, predictable set of standards". Not only is it incoherent to give yourself power to name a non-roadway in a section solely about naming roadways, you are proposing the "Administrator" have carte-blanche decision-making authority to name

or not name any non-roadway! Seriously, King George!? **This must be re-written to remain as "may not be named", and allow a deviation to be approved only by the City Council.**

Also of note:

- 17D.050A.050(J.1.)
    - references a "road name"; **this should be changed to "roadway name".**
    - references a "traveled surfaces; **this should be changed to "traveled ways", as it is in J.2.**

In 17D.050A.160 Deviations from Literal Compliance, you take from the City Council and bequeath upon the Administrator carte-blanche decision-making on whether or not to allow a deviations "to provide relief from literal compliance with specific provisions". This is a power justly and rightly held at the City Council, not at the discretionary whim of an unelected bureaucrat, no matter how principled his/her character. **The authority to approve deviations must remain with City Council.**

17A.020.120 "L" Definitions

- (T.1) Lot Lines: the proposal to modify the definition of "Front lot line" is pointless, and is contrary to the Impact intent to "Having a defined, predictable set of standards". Leave the definition as currently defined, because adding a "regardless of whether private access is provided from the street" is unnecessarily confusing when you have already identified "'Front lot line' means a lot line, or segment of a lot line, that abuts a street."
- (T.1.b): the text is very confusing, because it references the term "through lot" that is not defined in 17A or 17D. There is way too much deference to the Planning Director without a definition of "through lot". **A "through lot" must be defined.**

17H.010.010 references "Streets, alleys, and other traveled ways", but this is circularly redundant because the only definition for "traveled ways" is in 17A.020 and it references an "area of street".

17H.010.015 goes way overboard in deferring to the arbitrary whims of the City Engineer.

- Change:
    - The City Engineer shall determine the proper designations of streets, alleys, and driveways using professional judgment and based on the requirements provided in this chapter.
- To:
    - **Using the definitions in SMC 17A.020 and SMC 17D.050A.040, the City Engineer will follow the requirements provided in this chapter to identify the proper designations of roadways and non-roadways.**

17H.010.130(C) Alleys

- Change:

    - Dead-end alleys shall be avoided wherever possible and shall be approved by the City Engineer.
- To:
    - **Dead-end alleys shall be avoided wherever possible. Application for deviation must be submitted to the City Engineer and recorded in the Preliminary Plat design. Only technical variables shall be considered by the City Engineer; economic reasons shall not be considered.**

Even though we all know a massive reason for these rewrites is to allow for dead-end, shared driveways, it is conspicuous that there are NO proposed changes to 17H.010.020 Driveways.

- (G) The total nominal width…shall not exceed fourty percent of the frontage
- No definition of "shared driveways"
- No limits or boundaries on how many parcels may share one driveway

This must be rectified in order to meet the stated Impact of "Having a defined, predictable set of standards". I propose:

- **A shared driveway shall not serve more than the allowed number of parcels for the existing Zoning**
- **A shared driveway serving more than 4 parcels shall include a minimum of two ingress/egress points.**
- **A shared driveway serving more than 4 parcels shall include sidewalks that meet the Engineering Standards defined in 17H.010.180 and attach to the public right-of-way sidewalk, except the sidewalks shall be allowed with no pedestrian buffer strip.**

From: Plan Commission
To: Gardner, Spencer
Subject: FW: Clarification RE parcels for driveway
Date: Thursday, July 24, 2025 1:44:36 PM
Attachments: image001.jpg
image002.png
image003.png
image004.png

Passing this along.

Thank you,

Angie McCall, M.A., M.A. | *she/her* | Office Clerk Specialist | Planning & Economic Development
509.625.6864 | my.spokanecity.org

From: Dennis Flynn <dpflynn@hotmail.com>
Sent: Wednesday, July 23, 2025 6:25 PM
To: Plan Commission <eraplanc@spokanecity.org>
Subject: Re: Clarification RE parcels for driveway

[CAUTION - EXTERNAL EMAIL - Verify Sender]

If I accidentally edited this out of my document, this is from my original note file on my phone:

I recommend either creating a new definition for "Shared Driveway", or modifying the proposed definition of Driveway to: An all-weather surface providing access onto a property from the right-of-way, private street, or private alley. A Shared Driveway is a Driveway shared by more than one parcel. A Shared Driveway shall not serve more than the maximum number of parcels allowed by the applicable Zoning.

Additionally I recommend adding this qualifier: any Shared Driveway serving more than 4 parcells must provide two ingress/egress points.

Thank you all for seriously considering our public comments. Whether or not I get "my way", I feel you gave my comments justice.

Dennis Flynn

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From: Dennis Flynn <dpflynn@hotmail.com>
Sent: Wednesday, July 23, 2025 6:17:27 PM
To: plancommission@spokanecity.org <plancommission@spokanecity.org>
Subject: Clarification RE parcels for driveway

I believe my recommendation was to Max the # of parcels served by a shared driveway at the applicable Zoning. "Residential Low" is 4-10 per acre, so I was looking for a max of 10 parcels using a shared driveway (which I think is overly generous, and a compromise position)

Dennis Flynn

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From:	Anne Marie Liebhaber
To:	Plan Commission; Gardner, Spencer; Wilkerson, Betsy; Klitzke, Kitty; Zappone, Zack; Mayor
Cc:	Dennis Flynn; marni solheim
Subject:	Reclassification of Streets, Alleys and Driveways
Date:	Tuesday, July 22, 2025 8:51:01 PM
Attachments:	Washington Children Killed in Driveway.pdf

[CAUTION - EXTERNAL EMAIL - Verify Sender]

To Mayor Brown, Spokane City Council, Plan Commission, and Spencer Garnder, Planning Director:

I reviewed the proposed amendments to city codes intending to "reclassify" certain roadway types--alleys, driveways and "travel ways"--to allow small, private infill developments which lack sufficient land for code compliant private streets with proper sidewalks and protective pedestrian buffers, as well as required on-street parking stalls, in future plat designs. This is a shocking attempt to circumvent and degrade long standing, existing, safe street standards so that well financed developers can "pack in" more units, and thus make more profit, at the expense of the safety and well-being of unsuspecting home buyers and neighborhoods. The Plan Commission must thoroughly study this important issue and resist any hasty decisions.

This is exactly why the Ash Pl preliminary plat design, alluded to in the Agenda preface, failed. Its developer for two years insisted on a 20 ft narrow, private "alley-like" dead-end access roadway to serve 20 units on 1.32 acres, which the City haphazardly approved (including Planning Director Spencer Gardner and Chief Engineer Eldon Brown). All members of the Plan Commission should read Hearing Examiner Karl Granrath's pointed Decision denying the flawed roadway. *https://static.spokanecity.org/documents/hearingexaminer/decisions/2025/z230587pplt-decision.pdf*. Standard street width is 32 ft (residential low) or 36 ft (residential high) with mandatory sidewalks and pedestrian safety buffers, although city code allows variances in certain situations.

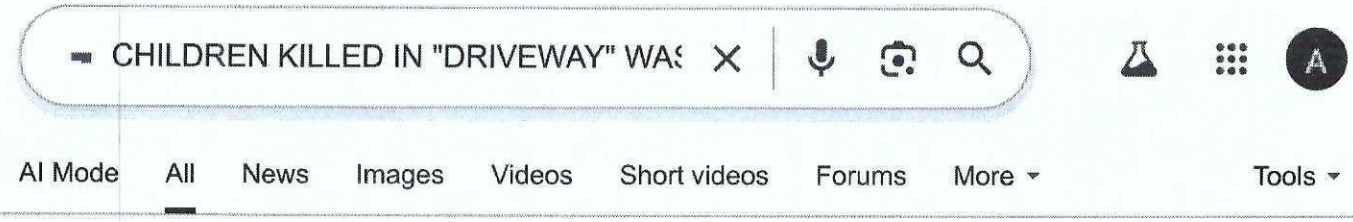
Reclassifying a narrow alley or "driveway" as the primary ingress/ egress roadway for high density developments with multiple units is dangerous and negligent, and flies in the face of recent federal, state and local awareness of vulnerable road users, such as pedestrians, bicyclists, those with mobility devices, and persons using scooters or mopeds. Notably Washington's *Vulnerable Roadway User Act* took effect on January 1, 2025, and applies to private roadways. *RCW 46.61.526.* Reclassification to permit narrow alleys or driveways to replace proper wide streets with sidewalks also undermines Mayor Lisa Brown's and this City Council's recent efforts in April 2025 to improve traffic safety in Spokane through infrastructure improvement initiatives. *https://my.spokanecity.org/news/releases/2025/04/16/mayor-city-council-announce-new-traffic-safety-improvements/*

Traffic fatalities have doubled in Spokane in the past five years, from 10 fatalities and 63 serious injuries (2019) to a record 20 fatalities and 102 serious injuries (2024), with a significant percentage involving pedestrians (62%) and bicyclists (55%). 2025 has already had seven roadway fatalities, four of which were pedestrians. *https://www.inlander.com/news/spokane-unveils-a-new-slate-of-traffic-safety-initiatives-as-fatal-traffic-collisions-continue-to-rise-in-2025-29799282#:~:text=Seven%20people%20have%20died%20in,public%20and%20pedestrian%20safety%20activists*. Three out of every five pedestrian fatal and serious injury accidents (60%) occur when a pedestrian was using the roadway or a crosswalk. Sidewalks unquestionably provide the most protection. *https://wtsc.wa.gov/wp-content/uploads/dlm_uploads/2024/07/WA-SHSP-TargetZero_Public-Draft-July15.pdf* This entire document is a must read by all members of Plan Commission prior to any reclassification of current roadway codes. Narrow alleys or driveways without sidewalks or pedestrian buffers are inherently unsafe for pedestrians.

Children particularly are at high risk to be injured or killed in driveways: every week at least 110 children are killed or injured in parking lots or driveways. Washington has had its terrible share of these tragedies. *See attachment re Children Killed in Driveway.* To purposefully downgrade Spokane's safe street standards to allow new classifications of alleys and driveways as single, narrow, often deadend, ingress/ egress access roadways, without sidewalks or pedestrian buffers, is to invite tragedy and well may expose the City to liability under Chapter 4.96 RCW.

Thank you for your thoughtful consideration of this matter. Lives depend upon it.

Anne Marie Liebhaber
Attorney at Law WSBA #22617



AI Overview

Here's information regarding children killed in driveway incidents in Washington State:

- On November 8, 2023, an 18-month-old girl tragically died in Yakima after her father accidentally backed over her with his pickup truck. Police said the father had told the children to move before backing up and felt he hit something, only to discover it was his child. Police believe the incident was not criminal and no charges were filed.
- In June 2024, a 1-year-old boy was struck and killed by his parent's roommate in their Lynnwood driveway. The driver faces a vehicular homicide charge, with authorities suspecting drugs were a factor, according to the Tacoma News Tribune.
- On May 2, 2019, a 7-year-old girl died in South Hill after her stepfather accidentally backed his truck over her in their driveway. The girl had been skateboarding and rode into the path of the truck as her father was backing up, according to KIRO 7 News Seattle.
- In July 2010, a 2-year-old girl was killed in Whatcom County when she was hit by a truck backing out of a driveway in a Nooksack tribal housing development. The driver had told children playing in the driveway to move, but failed to ensure they had done so before backing up.
- In 2011, a 14-month-old boy in Kent died after being struck by a car backing out of a driveway. The boy had apparently escaped his home and wandered onto a neighbor's property.
- A 2-year-old girl in Marysville died in April 2015 after being struck by an SUV her father was backing out of the driveway. Police said it appeared the child ran out of the house and behind the vehicle.

These are examples of some of the tragic incidents involving children and driveways in Washington State. It is important to be vigilant and aware of children's presence around vehicles to prevent such accidents.

From: Anne Marie Liebhaber
To: Plan Commission; Gardner, Spencer; Dennis Flynn
Subject: Liebhaber Attachments to Plan Commission Comment
Date: Wednesday, July 23, 2025 8:32:04 AM
Attachments: Liebhaber Attachments to Plan Commission.pdf

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Attached are scanned documents in support of my Comment submitted yesterday at 8:50 pm.

Thank you for your prompt review of these materials.

Anne Marie Liebhaber

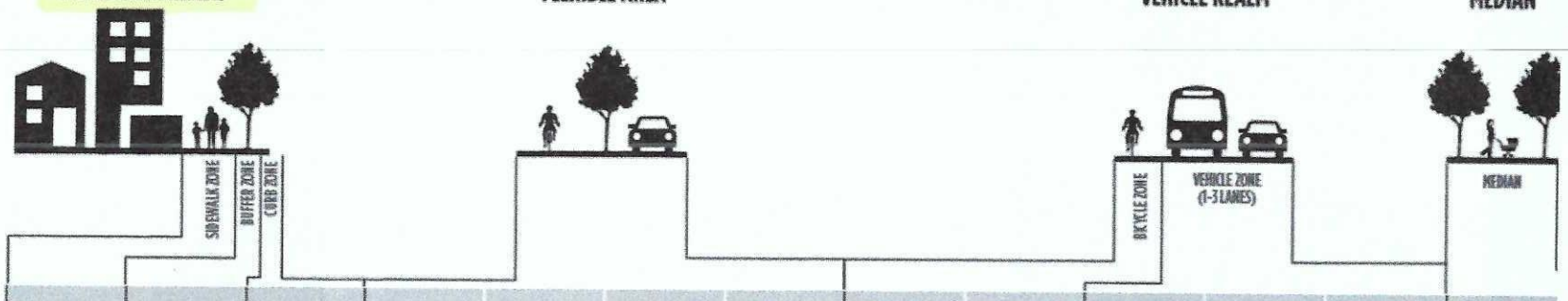
City of Spokane Design Standards

Nov 1, 2020

Streets, Alleys, Bikeways, and Sidewalks **1**
3.0 Preface 1
3.1 Definitions 2
3.2 Street Character 5
3.2-1 Street Zoning Application 5
3.2-2 Street Realms and Zones 6
3.2-3 Place-Making Elements 10
3.3 Right of Way 10
3.4 Pedestrian Realm Facilities 12
3.4-1 Sidewalks 12
3.4-2 Buffer Zone 12
3.4-3 Curbs and Gutters 13
3.4-4 Curb Ramps 14
3.4-5 Street and Pedestrian Lighting 16
3.4-6 Roadside Planting 18
3.4-7 Transit Stops 20
3.5 Flexible Area 23
3.5-1 On-Street Parking 23
3.5-2 Stormwater Management 25
3.5-3 Shared-Use Pathways 27
3.6 Vehicle Realm Access Management and Connectivity 28
3.6-1 Access Management and Driveway Design 28
3.6-2 Street Connectivity 31
3.6-3 Alleys 32
3.6-4 Turnarounds 32
3.6-5 Entrance Gates and Queuing Area 34
3.7 Vehicle Realm Geometrics 34
3.7-1 Bike Facilities 34
3.7-2 Profile Grades 36
3.7-3 Horizontal Curves 36
3.7-4 Vertical Curves 37
3.7-5 Roadway Side Slopes 37
3.7-6 Design Speed 37
3.7-7 Vertical Clearances 38
3.7-8 Horizontal Clear Zones 38
3.7-9 Roadway Drainage 40
3.7-10 Through Traffic Lanes 40
3.7-11 Exclusive Turn Lanes 40
3.7-12 Tapers 40
3.7-13 Survey Monuments 41
3.8 Median Realm 41
3.9 Neighborhood Traffic Calming 43
3.10 Pavement Design 43
3.10-1 Asphalt Binder Selection 43
3.10-2 Pavement Section Thickness 43
3.10-3 Pavement Patching 44
3.11 Intersections 44
3.11-1 Design Vehicle 45

3.11-2 Curb Radius 47
3.11-3 Bus Bulbs at Intersections 47
3.11-4 Clear Sight Triangle 47
3.11-5 Roundabouts 48
3.12 Signing and Pavement Markings 48
3.12-1 Traffic Control Signs 48
3.12-2 Pavement Markings 48
3.12-3 Crosswalks 49
3.13 Traffic Signals and Intelligent Transportation Systems 49
3.13-1 Traffic Signal Design 49
3.13-2 Intelligent Transportation Systems 50
3.14 Reference Tables 50

Table 1 **Street Dimensions**



	Sidewalk Zone[B]	Buffer Zone[C,D]	Curb Zone	Opt. Shared Use Path[F]	Stormwater Management[G]	Curb Extensions/ Bus Bulbs[I]	Parking	Bicycle Lane[G]	Bicycle Buffer[J]	Vehicle Zone Outer Lane[K,L]	Vehicle Zone Inner Lane[K]	Vehicle Zone Left Turn or TWLTL	Median[M]
Downtown DTC, DTG, DTU, DTS; Form Based Code CA1, CA2, CA3, CA4 — Center & Corridor CC1, CC2, CC3, CC4													
Urban Principal Arterial	7	5	0.5	12	Varies	7	8	6	1.5-6'	11	11	11	6-20
Urban Minor Arterial	7	5	0.5	12	Varies	7	8	6	1.5-6'	11	11	11	6-20
Urban Major/Minor Collector	7	5	0.5	12	Varies	7	8	6	1.5-6'	11	11	10	6-20
Urban Local Access	7	5	0.5	12	Varies	NA	7	6	NA	10	NA	NA	6-20
Commercial O, OR, NR, NMU, CB, GC													
Urban Principal Arterial	7	5	0.5	12	10	7	8	6	1.5-6'	11	11	11	6-20
Urban Minor Arterial	7	5	0.5	12	10	7	8	6	1.5-6'	11	11	11	6-20
Urban Major/Minor Collector	7	5	0.5	12	10	7	8	6	1.5-6'	11	11	10	6-20
Urban Local Access	7	5	0.5	12	6.5	NA	7	6	NA	10	NA	NA	6-20
Residential RA, RSF, RSF-C, RTF, RMF, RHD													
Urban Principal Arterial	5	6	0.5	12	10	NA	8	6	1.5-6'	11	11	10	6-20
Urban Minor Arterial	5	6	0.5	12	10	NA	8	6	1.5-6'	11	11	10	6-20
Urban Major/Minor Collector	5	6	0.5	12	10	NA	8	6	1.5-6'	11	11	10	6-20
Urban Local Access	5	6	0.5	12	6.5	NA	7	6	NA	10	NA	NA	6-20
Industrial LI, HI, PI													
Urban Principal Arterial	5	6	0.5	12	10	NA	NA	6	3	12	12	12	6-20
Urban Minor Arterial	5	6	0.5	12	10	NA	8	6	3	12	12	12	6-20
Urban Major/Minor Collector	5	6	0.5	12	10	NA	8	6	1.5-6'	12	12	12	6-20
Urban Local Access	5	6	0.5	12	6.5	NA	7	6	NA	11	NA	NA	6-20

A. Table 1 dimensions are target values and minor adjustments are allowed to fit the street context. See discussion in section 3.2-2 for further detail.

B. See SMC 17H.010 for exceptions to residential sidewalk requirements. In locations where existing sidewalks exceed the dimension in Table 1, the sidewalk width should be maintained with redevelopment or street improvement.

C. Per SMC 17C.200.050-1, a tree-planted continuous buffer requires a 5-foot minimum width for commercial zones. For residential and industrial zones, the minimum increases to 6 feet. Alternatively, a narrower buffer may be used in select zones if tree vaults are implemented.

D. Buffers in commercial areas may be planted or concrete. When stormwater disposal is a governing concern, consideration should be given to use pervious surfaces.

E. The flexible area includes a menu of options which are chosen based on what makes most sense according to city plans, environmental responsibilities, and context. In some cases, none of these will fit within the project. Only in very rare cases will more than one fit - for instance, a parking lane plus bio-retention swale.

F. In places designated for shared-use paths, the path can take the place of the sidewalk zone.

G. Consult section 3.5 of this document for guidance on facility type and selection. Possible facilities include bike lanes, buffered bike lanes and parking protected bikes lanes. Physical or grade-separation may be preferred depending on conditions. Bicycle facilities may operate in the Flexible Area or the Vehicle Realm. Bicycle boulevards and shared roadways are possibilities on local access street.

H. Consult the Spokane Regional Stormwater Manual and/or Eastern Washington Low Impact Development Guidance Manual for desired locations for stormwater facilities. The stormwater catchment area must meet the required volume generated by the planned impervious area. In Downtown, Form Based Code or Center & Corridor zoning roadside swales are less common and alternative stormwater facilities in accordance with the above identified manuals may be considered or stormwater piped to another location.

I. On transit corridors, use bus bulbs if space allows to ease boarding, reduce sidewalk congestion, and allow buses to easily re-enter traffic. This should typically b done only if there is a second lane for vehicles to continue around stopped buses.

J. "High Traffic" and "Medium Traffic" lane routes on the Master Bicycle Plan should include buffers. Separation buffer between bike lane and vehicle lane should be implemented via parallel lane edge stripes with a periodic cross-hatch. 3' is the minimum buffer unless a raised curb is used, in which case 1.5' is the minimum. Wider buffers are allowable but should be well marked with hatching or bollards.

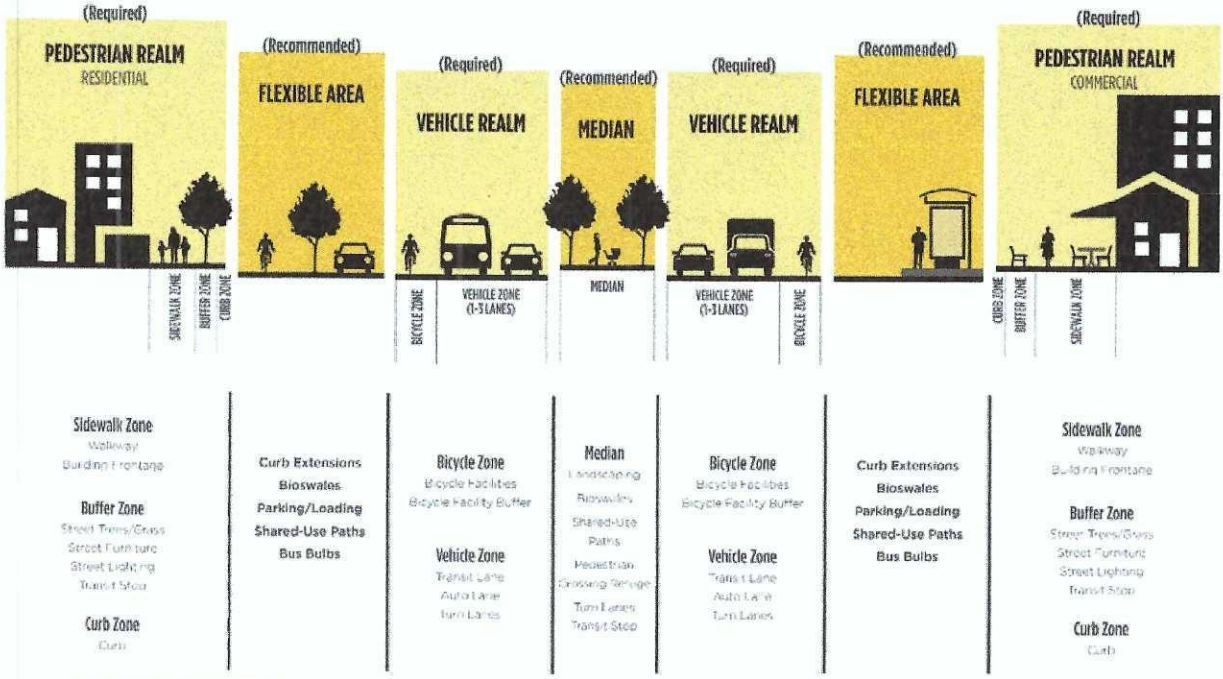
K. When constraints are prohibitive, consider 10-foot lane width as the minimum.

L. Travel lane includes the width of the gutter pan, if integral curb and gutter is used.

M. Medians less than 6 feet wide are considered traffic channelization. A pedestrian refuge is a raised median with a minimum width of 6 feet. Wider medians may l implemented in the context of boulevards.

"required" zone, whereas additional elements such as curb extensions or medians can only be built if enough room exists after placing the required elements.

Figure 2 – Street Realms and Zones



The **Pedestrian Realm** includes the area from the property line or building front to the curb and is made up of three primary zones: the sidewalk zone, the buffer zone, and the curb zone, as defined below.

- **Sidewalk Zone.** The sidewalk zone is the area dedicated to pedestrian travel between the buffer zone and the property line. A minimum of 5 to 8 feet of concrete surfacing must be built as defined in the Land Use Zoning. ADA standards also dictate minimum dimensions to be kept clear of obstacles and protruding objects and provide a direct connection along pedestrian access routes. Vending tables, sidewalk cafes, or other activities that protrude into the through-walking space must conform to SMC Section 17C for minimum through-way requirements for the applicable Land Use Zone. In addition to the pedestrian walkway, the sidewalk zone also includes the building frontage wherein could be located vending tables, sidewalk cafes and various street furnishings.
- **Buffer Zone.** The buffer zone is located between the curb and sidewalk zone. This area can be paved or planted, depending on the street character. It may include street trees, parking meters, planters, rain gardens, bioretention swales (overlapping into flexible area), bus shelters, utility poles and boxes, lamp posts, traffic signs and signals, bike racks, news racks and stands, waste receptacles, street furniture and drinking fountains. In addition to the curb zone, the buffer zone provides a buffer for pedestrians from the adjacent roadway and can accommodate snow storage in the winter. Vegetation in this area will generally be maintained by the adjacent property owner, except in the case that such serves a stormwater management purpose. In that case, the city will often maintain vegetation.
- **Curb Zone.** The curb zone is a continuation of the sidewalk elevation plane, typically lies between the traveled way and the buffer zone, and typically consists of 6-inch-wide

STREETS, ALLEYS, BIKEWAYS, AND SIDEWALKS

3.0 Preface

The City of Spokane's adopted infrastructure standards require the design of integrated systems. For streets, this means not only that the full network of streets will function as a system, but that the other systems the streets intersect (transit, bike, emergency response, stormwater) will be seamlessly integrated.

Each section of the standards begins with a brief definition of the topic followed by the design standard.

The following key points guide this document.

- Street design is an iterative process, that entails flexibility and trade-offs. Within the built environment, particularly, physical space might limit what or how specific elements fit together to deliver a desired contextual experience. Decisions may be pushed by regulation, physical constraints, or public opinion, but ultimately should be guided by planned strategies and/or engineering standards.
- Balance is important. To maximize one component often means less achievement of another (prioritizing vehicle speeds often degrades conditions for people on foot and bike). The proper balance will vary from place to place in the city.
- Successful design will reflect community priorities, as defined through public outreach activities at planning, scoping, and design levels. Often, achieving a design that balances scope delivery, while accomplishing community goals will require compromise.
- The ultimate focus of street design should be how the street feels for users (drivers, pedestrians, shoppers, transit riders, residents, schoolchildren, etc.) on the ground level, and the desires of the city and community for how they want the space to function.

Transportation facility design will generally be based as either: new infrastructure built to facilitate development activities, or modification of pre-existing infrastructure. Development of new infrastructure will be held to the requirements here-in to deliver the most appropriate conditions to provide travel through the various urban conditions. Often the existing built environment does not adhere to today's standards, which have been updated over the years to reflect best practices. Thus, preservation or reconstruction work will often require more balancing of priority, and will necessarily vary from the standards due to limitations of space or inadequate meshing of facilities. New Development, Preservation, and Reconstruction work are defined in section 3.1 Definitions to provide guidance for the conditions wherein variance from the standards may be acceptable.

Spokane Municipal Code

***Note: Many local criminal codes can now be located under Chapter 10.60 SMC while others are now cited under the Revised Code of Washington (RCW), which was incorporated into the municipal code in 2022. (See SMC 10.58.010). Code Enforcement, including Noise Control and Animal Regulations are located in Chapters 10.62 through 10.74.

Title 17H Engineering Standards

Chapter 17H.010 Street Development Standards

Section 17H.010.010 Purpose and Applicability

Streets, alleys and bikeways shall be designed to provide efficient and economical travel ways, including pedestrian and bicycle travel, and create a safe and pleasant environment for the citizens of Spokane. An effective Complete Street design shall consider the location of facilities in relation to land use, pedestrian and bicycle safety, adequate right-of-way width, traffic standards and safety, landscaping, drainage facilities, ease of maintenance, and the ability to provide effective and efficient public services. This section provides general design considerations for individual street elements.

The street development standards as set forth in chapter 17H.010 SMC are applicable to new streets, reconstruction of rural roads into urban streets as urbanization occurs, and other street construction projects that involve major redesign of the street itself. Transportation preservation projects (resurfacing, rehabilitation or reconstruction of the existing street pavement, sidewalks or bridges) are exempt from the requirements of chapter 17H.010 SMC but shall be subject to the provisions of chapter 17H.020 SMC pertaining to pedestrian and biking infrastructure.

Date Passed: Monday, December 19, 2011

Effective Date: Thursday, January 26, 2012

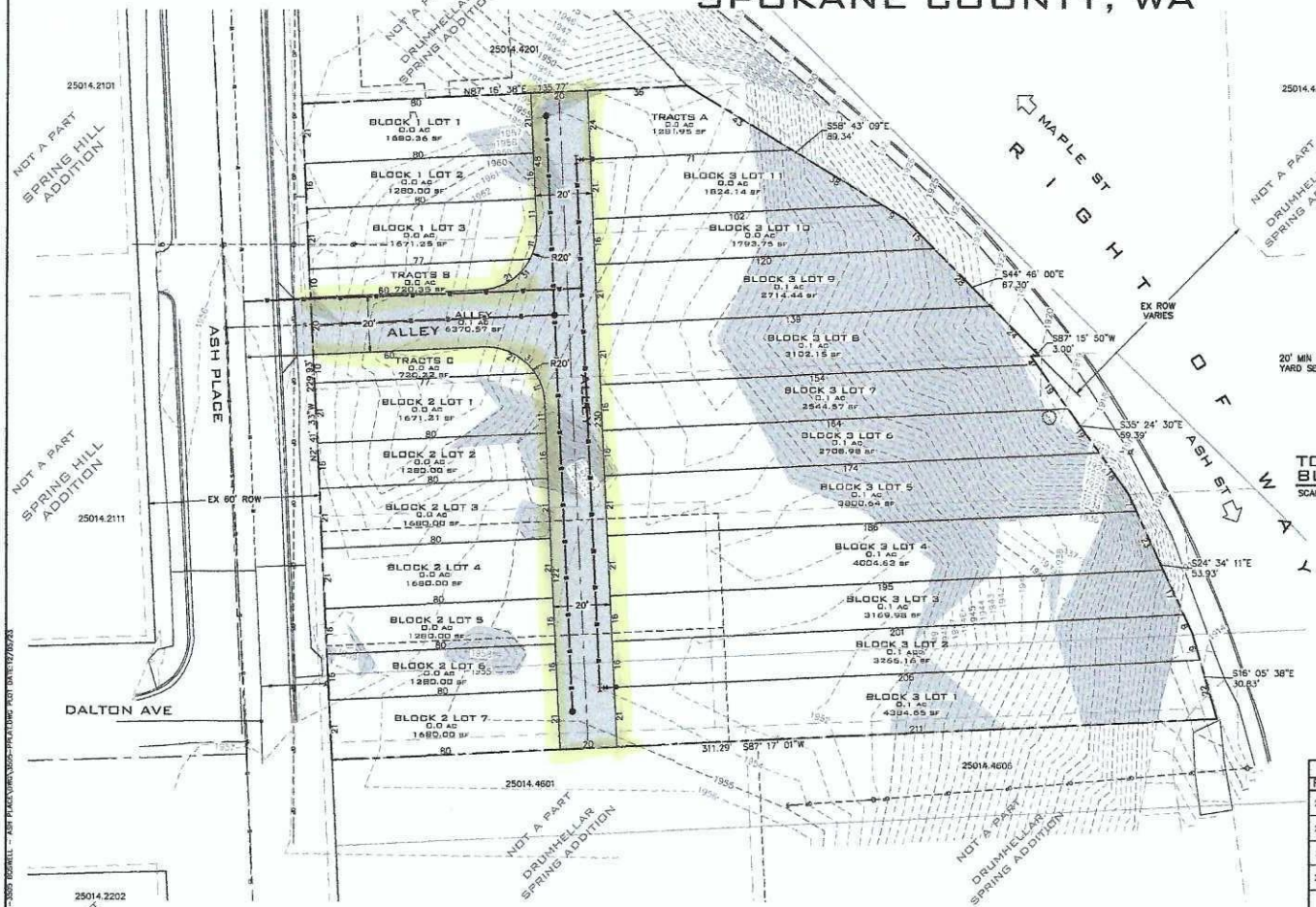
ORD C34821 Section 2

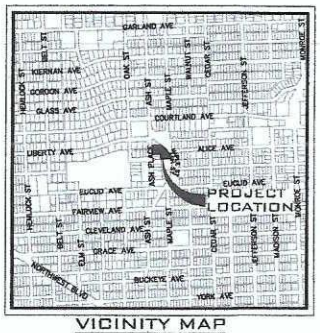
PLAT DENIED. 2025
INITIAL HEARING: MAY 14
ON RECONSIDERATION: JUNE 12

PRELIMINARY PLAT
ASH PLACE
LOCATED IN A PORTION OF THE SE 1/4, SEC 01, T 25 N, R 42 E, W.M. SPOKANE COUNTY, WA

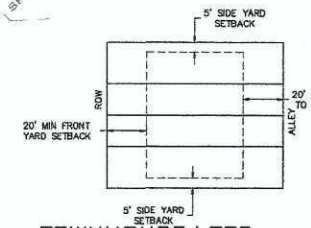
UNDERGROUND SERVICE ALERT ONE-CALL NUMBER 811 CALL TWO BUSINESS DAYS BEFORE YOU DIG

SLOPES TABLE				
NUMBER	MIN. SLOPE	MAX. SLOPE	2d AREA (sf)	COLOR
1	30%	115%	17,000.68	





VICINITY MAP



TOWNHOUSE LOTS BUILDING SETBACK DETAIL
SCALE: NOT TO SCALE

SITE DATA		
PARCEL NUMBER	25014.4207 25014.4701 25014.4702	
ZONING	RSF	
DENSITY (MIN) (MAX)	4	10
ALLOWED DENSITY	5	13
	SF	AC
PROJECT AREA	57,590.01	1.32
NUMBER OF LOTS	21*	
NUMBER OF TRACTS	3	
	SF	AC
AREA OF LOTS	48,496.92	1.11
AREA OF TRACTS	2,722.52	0.06
AREA OF ALLEY ROW	6,370.57	0.15
MIN LOT AREA	1,280.00	0.03
MAX LOT AREA	4,384.65	0.10
IMPERVIOUS AREAS		
	SF	
PAVEMENT	6,370.57	
TOTAL IMPERVIOUS AREA	6,370.57	
SERVICE PROVIDERS		
FIRE DISTRICT	CITY OF SPOKANE	
WATER SERVICE	CITY OF SPOKANE	
SANITARY SEWER SERVICE	CITY OF SPOKANE	

LEGAL DESCRIPTION

PARCEL # 25014.4207
DRUMHELLER SPRING ADDITION LTS 4, 5, 6, 8, 9 & 10 BLK 3 TOGETHER WITH N1/2 VAC DALTON AVE S OF & ADJ TO LT 10 (VAC ORD #C-27577) EXC PTN THEREOF DEEDED FOR ASH ST

PARCEL # 25014.4701
01-25-42: KELLY FINAL CITY SHORT PLAT Z22-233 (AFN 7249860) LOT 1

PARCEL # 25014.4702
01-25-42: KELLY FINAL CITY SHORT PLAT Z22-233 (AFN 7249860) LOT 2

NOTES

1. 30% SLOPES FOUND ON PROPERTY SEE PLAN VIEW
2. NO ERODIBLE SOILS FOUND ON PROPERTY
3. * PROPOSED DENSITY BASED ON SMC 17C.400.010.C.5: NOTWITHSTANDING MAXIMUM DENSITY STANDARDS IN TABLE 17C.110-3, LOTS THAT CONFORM TO THE APPLICABLE DEVELOPMENT STANDARDS OF THIS SECTION (17C.400.010) SHALL BE CONSIDERED TO MEET THE MAXIMUM DENSITY REQUIREMENTS.

ADJACENT PROPERTY DATA		
PARCEL #	OWNER	PLAT DATA
25014.4305	CULVER, JOHNNY 1532 W ALICE AVE, SPOKANE, WA, 99205	DRUMHELLER SPRING ADDITION
25014.4606	WHIPPS, RICHARD L 3203 N MAPLE ST, SPOKANE, WA, 99205	DRUMHELLER SPRING ADDITION
25014.4601	TESKE, THEODORE D & KATHRYN A 3138 N ASH PL, SPOKANE, WA, 99205	DRUMHELLER SPRING ADDITION
25014.2202	SPOKANE, CITY OF 808 W SPOKANE FALLS BLVD, SPOKANE, WA, 99201	SPRING HILL ADDITION
25014.2111	FERRER,RAFAEL/SCHMIDT,MARY LOU 1210 ALKI AVE SW UNIT 501, SEATTLE, WA, 98116	SPRING HILL ADDITION
25014.2101	FERRER ETAL, R G 1210 ALKI AVE SW UNIT 501, SEATTLE, WA, 98116	SPRING HILL ADDITION
25014.4201	SATTERFIELD, SHARON L 3252 N ASH PL, SPOKANE, WA, 99205	DRUMHELLER SPRING ADDITION

ENGINEER/CONTACT
WHIPPLE CONSULTING ENGINEERS
21 SOUTH PINES
SPOKANE VALLEY, WA 99206
PHONE: 893-2617
CONTACT: TODD WHIPPLE, P.E.

SURVEYOR
WHIPPLE CONSULTING ENGINEERS 21
SOUTH PINES
SPOKANE VALLEY, WA 99206
PHONE: 893-2617
CONTACT: BRETT A. GRIFFITH, P.L.S.

OWNER/DEVELOPER
GROVE ROAD LLC
1102 N MONROE ST.
SPOKANE, WA 99201-2116

NAVD - 88
GRAPHIC SCALE 20 0 10 20 40 (IN FEET) 1 inch = 20 ft.

NO.	DATE	BY	REVISIONS

SCALE: HORIZONTAL: 1"=20' VERTICAL: N/A
PROJ #: 23-3505
DATE: 12/05/23
DRAWN: SLG
REVIEWED: TRW
CIVIL
STRUCTURAL
SURVEYING
TRAFFIC
X PLANNING
LANDSCAPE
OTHER

WCE
WHIPPLE CONSULTING ENGINEERS
21 S. PINES ROAD
SPOKANE VALLEY, WA 99206
PH: 509-893-2617 FAX: 509-456-0227

ASH PLACE
PRELIMINARY PLAT
3242 N ASH PL
SPOKANE, WA

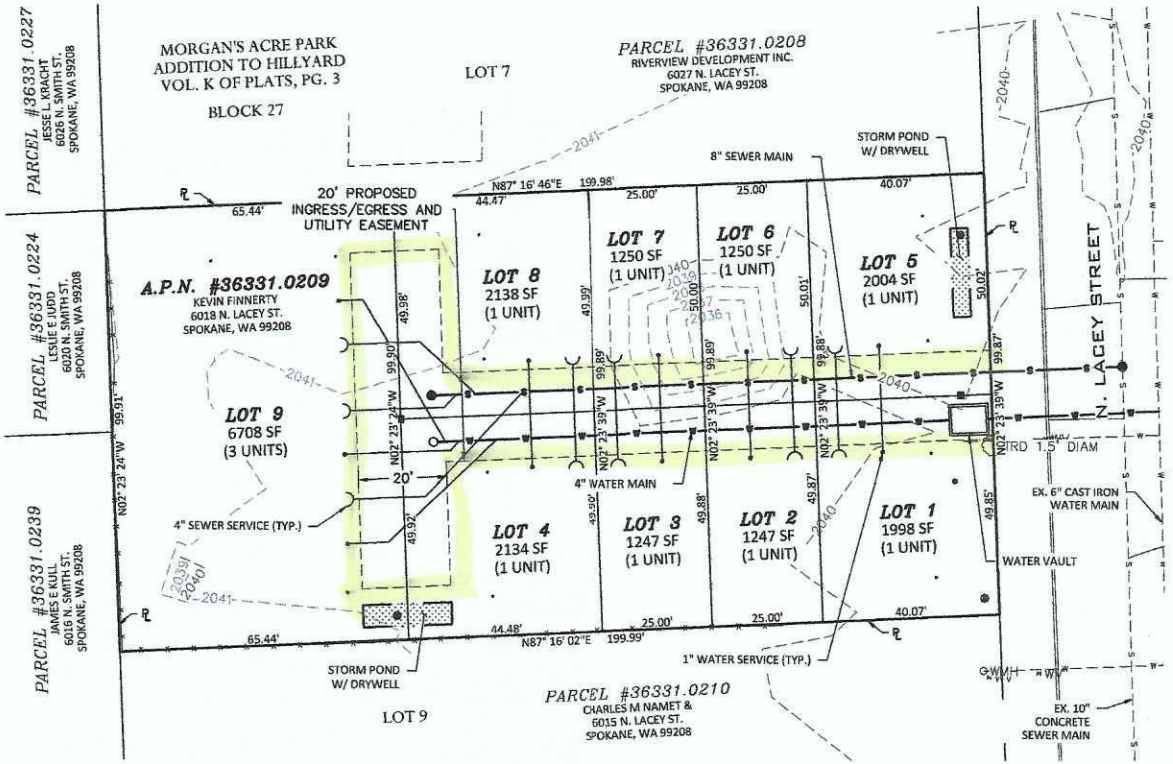
SHEET PP1
JOB NUMBER 23-3505

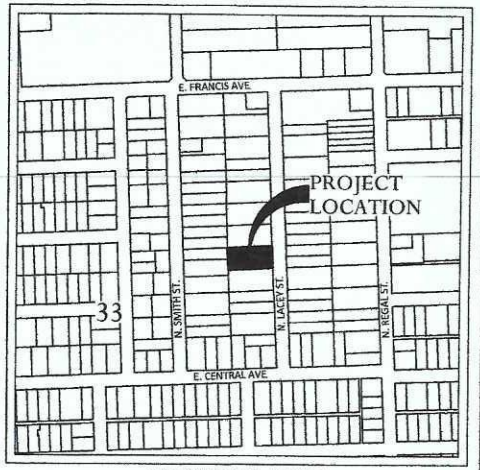
P:\WCE WORK\2023 WCE PROJECTS\2023-3505 DSWELL - ASH PLACE\PRELIM\3505-PRELIM PLAT DATE 12/05/23

APPROVED BY S. GARDNER JAN 10, 2025

- NO SIDEWALKS
- NO FIRE APPARATUS HAMMERHEAD

PRELIMINARY SHORT PLAT OF
LACEY TOWNHOMES
A REPLAT OF MORGAN'S ACRE PARK ADDITION TO HILLYARD, LOT 8, BLOCK 27 (SHP-2024-XXXX)
LOCATED IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4, SECTION 33, TOWNSHIP 26 N., RANGE 43 E., WILLAMETTE MERIDIAN
CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON





VICINITY MAP
SCALE: 1"=400'

N
W E
S

SITE DATA TABLE		
PARCEL NUMBER	36331.0209	
PROJECT ZONE	R1	
MAX ZONING DENSITY (du/ac)	NO MAX PER SMC 17C.111.210(C)(2)	
	SF	AC
PROJECT AREA	19,977	0.46
RESIDENTIAL LOT AREA	19,977.00	0.46
TRACT AREA	0.00	0.00
RIGHT OF WAY AREA	0	0.00
MIN. LOT AREA	1,246.93	0.03
MAX. LOT AREA	6,708.35	0.15
NUMBER OF LOTS	9	
NUMBER OF TRACTS	0	
OCCUPANCY	SINGLE FAMILY	
IMPERVIOUS AREA	0	0.00
NET DENSITY	25 UNITS/AC	
WATER SERVICE PROVIDER	CITY OF SPOKANE	
SEWER SERVICE PROVIDER	CITY OF SPOKANE	
FIRE DISTRICT	CITY OF SPOKANE	
NO CRITICAL AREAS FOUND ON SITE		

OWNER
KEVIN FINNERTY
8316 E. COURTLAND AVE.
SPOKANE, WA 99212

ENGINEER
WHIPPLE CONSULTING ENGINEERS
21 SOUTH PINES
SPOKANE VALLEY, WA 99206
PHONE: 509-893-2617
CONTACT: TODD WHIPPLE, P.E.

SURVEYOR
WHIPPLE CONSULTING ENGINEERS
21 SOUTH PINES
SPOKANE VALLEY, WA 99206
PHONE: 509-893-2617
CONTACT: BRETT GRIFFITH, P.L.S.

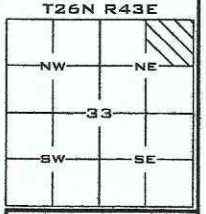
LEGAL DESCRIPTION
PERTAINING TO A.P.N. 36331.0209

LOT 8, BLOCK 27 OF MORGAN'S ACRE PARK ADDITION TO HILLYARD AS RECORDED IN VOLUME K OF PLATS PAGE 3, RECORDS OF SPOKANE COUNTY, WA.

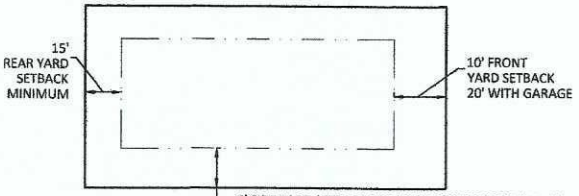
SITUATE IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON.

SOURCE: SPOKANE COUNTY SCOUT

T26N R43E



SITE PLAN
SCALE: 1"=20'



TYPICAL LOT SETBACK DETAIL
NOT TO SCALE

GRAPHIC SCALE
20 0 10 20 40
(IN FEET)
1 inch = 20 ft.

NAVD - 88
PROJECT DATUM: DERIVED FROM OPUS POST-PROCESSED STATIC SOLUTION

PROJ #:	24-3816
DATE:	08/21/24
DRAWN:	MAS
REVIEWED:	HAB

	CIVIL
	STRUCTURAL
X	SURVEYING
	TRAFFIC
	PLANNING
	LANDSCAPE
	OTHER

WCE
WHIPPLE CONSULTING ENGINEERS
21 S. PINES ROAD
SPOKANE VALLEY, WA 99206
PH: 509-893-2617 FAX: 509-926-0227

PRELIMINARY SHORT PLAT
SHP-2024-XXXX
6019 N. LACEY STREET
SPOKANE, WASHINGTON

SHEET 1 OF 1

JOB NUMBER 24-3816

From:	Plan Commission
To:	Gardner, Spencer
Subject:	FW: The safety of families living at Drumheller Springs Conservation Park
Date:	Thursday, July 24, 2025 1:45:02 PM
Attachments:	Screenshot 2025-07-24 at 11.11.17 AM.png image001.jpg image002.png image003.png image004.png

---

Passing this along.

Thank you,

Angie McCall, M.A., M.A. | *she/her* | Office Clerk Specialist | Planning & Economic Development
509.625.6864 | my.spokanecity.org

From: Michael Smith <michaelsmithspok@aol.com>
Sent: Thursday, July 24, 2025 11:36 AM
To: Plan Commission <eraplanc@spokanecity.org>
Cc: Dennis Flynn <dpflynn@hotmail.com>; Michael Smith <michaelsmithspok@aol.com>
Subject: The safety of families living at Drumheller Springs Conservation Park

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Spokane Planning Commission -

On July 9, 2025 at approximately 1:30am a fire broke out at the South East corner of Drumheller Springs Conservation Park, directly below the N Ash Pl and W Euclid Ave intersection. N Ash Pl becomes W Euclid Ave at this intersection and is a dead end street. Eight SFD vehicles, including two ladder units, responded and staged at the N Ash Pl and W Euclid Ave intersection because the source of the fire was directly below the house located at 1627 W Euclid Ave. Additional SFD vehicles staged at the N Ash and W Dalton intersection at the fire's source.

Drumheller Springs Conservation Park is kept in a 100% natural state and not watered. It is extremely dry July-November, until the snow covers the dry grasses. Luckily there was no wind that night and the SFD was able to quickly extinguish the fire. Under less favorable circumstances the fire could have rapidly spread up the hill to the homes West and North of the fire source. If the fire had spread,

evacuating the ten homes West of the N Ash Pl and W Euclid Ave intersection, several with elderly and children residents, would have been seriously hindered by the eight SFD vehicles.

If the proposed Ash Place Townhouses are built at the beginning of this dead end street, and a fire begins at that point, the evacuation of families in the fifteen homes South of the proposed development would be severely hindered by both responding SFD vehicles and the on street parked vehicles of the proposed Ash Place Townhouse development residents.

I encourage the members of the Planning Commission to personally visit Drumheller Springs Conservation Park and see for themselves the potential for a deadly fire situation and the lack of a safe evacuation route. This is a serious liability issue that the Planning Commission must consider before approving the proposed Ash Place Townhouse development.

Thank you for your consideration -

Michael Smith
3120 N Ash Pl
509 919 0107

Agenda Sheet for City Council: **Committee:** Finance & Administration **Date:** 07/28/2025 **Committee Agenda type:** Discussion		**Date Rec'd**	7/23/2025
		Clerk's File #	ORD C36745
		Cross Ref #	
Council Meeting Date: 08/18/2025		**Project #**	
Submitting Dept	PLANNING & ECONOMIC	**Bid #**	
Contact Name/Phone	SPENCER 509-625-6097	**Requisition #**	N/A
Contact E-Mail	SGARDNER@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	PDILLON JBINGLE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	0650 ADDRESSING CODE REVISIONS		

Agenda Wording

Amending the addressing code to better accommodate infill development

Summary (Background)

The proposal addresses two issues that have been identified recently as barriers to infill development: 1- In limited situations, there are not enough addresses available on a block to accommodate a proposed new development. 2- In locations with significant hills or other natural obstacles, it is sometimes necessary to provide addresses in ways that aren't currently addressed in the code, such as naming alleys or private driveways The changes can be summarized as follows: - Clarify that definitions used for addressing code should not be applied elsewhere The proposal addresses two issues that have been identified recently as barriers to infill development: 1- In limited situations, there are not enough addresses available on a block to accommodate a proposed new development. 2- In locations with significant hills or other natural obstacles, it is sometimes necessary to provide addresses in ways that aren't currently addressed in the code, such as naming alleys or private driveways The changes can be summarized as follows: - Clarify that definitions used for addressing code should not be applied elsewhere - Ensure that infill development can use alternative forms of addressing when there aren't sufficient number slots - Provide flexibility for the Addressing Administrator to name traveled ways as necessary where access is challenging due to topography, infill context, etc. - Remove requirement for minor deviations from addressing requirements to be approved by City Council.

What impacts would the proposal have on historically excluded communities?

This proposal would make it easier to build infill housing, which will provide needed housing in all Spokane neighborhoods, including communities that have historically been excluded.

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

Data is not available for these categories related to land use decisions

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

Data is tracked via the monthly permit report. This is used to review trends and determine what's working and what isn't.

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 proposal furthers many goals and policies of the Comprehensive Plan for housing variety and housing abundance in all neighborhoods, especially LU 1.3 and LU 3.1. - The proposal is consistent with or supports the goals and policies in many neighborhood plans that call for livability and diversity of housing types at different affordability levels. Upon review, the proposal does not directly conflict with the remaining neighborhood planning documents. - The proposal is consistent with the Housing Action Plan adopted in July 2021. Strategies A1, A4, and C1, in particular, informed the development of this proposal.

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	GARDNER, SPENCER	**PURCHASING**	NECHANICKY, JASON
Division Director	MACDONALD, STEVEN		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	smacdonald@spokanecity.org
sgardner@spokanecity.org	eking@spokanecity.org

ORDINANCE NO C36745

An ordinance related to roadway naming and addressing standards, amending Spokane Municipal Code sections 17D.050A.040, .050, .100, and .160.

WHEREAS, the maintenance of the Unified Development Code (UDC) and in general the Spokane Municipal Code (SMC) has been a periodic, recurring project of the Planning and Economic Development Department to improve clarity and consistency with local policy and State and Federal laws; and

WHEREAS, as part of its regular review and assessment of the Unified Development Code, the Planning and Economic Development Department has identified multiple sections of the SMC requiring corrections, clarification, and adjustments to enable more flexibility in response to development applications; and,

WHEREAS, the City of Spokane Comprehensive Plan Chapter 3 Land Use, Policy 7.2 Continuing Review Process calls out a process to periodically review and correct the SMC; and,

WHEREAS, as outlined in the Plan Commission Findings of Fact, Conclusions, and Recommendations (Exhibit A), interested agencies and the public have had opportunities to participate throughout the process and all persons wishing to comment on the amendment were given an opportunity to be heard; and

WHEREAS, on March 24, 2025, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before the adoption of proposed changes to the Unified Development Code according to RCW 36.70A.106; and,

WHEREAS, the proposed text amendments were drafted and reviewed consistent with the requirements of RCW 36.70A.370 to assure protection of private property rights; and,

WHEREAS, the proposed amendment relates to administrative procedures and is categorically exempt from SEPA, pursuant to WAC 197-11-800; and

WHEREAS, before the Plan Commission public hearing a legal notice was published in the Spokesman-Review on July 9 and July 16, 2025; and,

WHEREAS, on July 23, 2025, the Plan Commission held a public hearing on the proposed amendments, during which public testimony was heard and deliberations were held; and,

WHEREAS, on July 23, 2025, the Plan Commission voted to recommend the City Council adopt the proposed amendments (Exhibit A); 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); -- Now, Therefore,

The City of Spokane does ordain:

Section 1. Findings of Fact: 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 Plan Commission Findings of Fact, Conclusions, and Recommendations (Exhibit A) for the same purposes.

Section 2. That Section 17D.050A.040 is amended to read as follows:

((~~A. "Address" means a property location identification with the following format, and typically in the following order: address number, directional prefix, roadway name, roadway type, building designator, and unit designator (e.g., "123 W. Main St., Apt. 456"). The following elements are required: address number, roadway name, and roadway type. The following elements may be optional: directional prefix, building designator, and unit designator.~~

~~B. "Addressing Authority" means the Development Services Center.~~

~~C. "Address Number" means the numeric designation for an addressable structure or unit.~~

~~D. "Addressable" means a property required to be assigned an address under this chapter.~~

~~E. "Addressable Property, Addressable Structures, Addressable Sites or Addressable Units" means, generally, the habitable or legally occupied structure, or a lot, parcel, or tract, but may also include other structures or sites as determined necessary by the relevant addressing authority.~~

~~F. "Addressing Database" means the computerized format for tracking assigned roadway names and addresses within the City of Spokane.~~

~~G. "Addressing Grid System" is the address number and directional system in a particular area such as a grid system, block system, plat, or subdivision.~~

~~H. "Administrator" means the Development Services Center Manager.~~

~~I. "Building Designator" means a single character alphabetic descriptor for a single building within a multiple unit complex (e.g., "123 W. Main St., Bldg. A").~~

~~J. "Department" means the Development Services Center.~~

~~K. "Directional Prefix" means a single or double character alphabetic descriptor within a roadway name consisting of any combination of the cardinal directions of North, South, East, and West, generally used in specific roadway naming schemes (i.e., N, S, E, W, NE, NW, SE, SW).~~

~~L. "E911 Director" means the manager of the local 911 service.~~

~~M. "Non-conforming Address or Roadway Name" means an address or roadway name that is not in compliance with this chapter.~~

~~N. "Multiple Units" means the presence of two or more addressable structures, addressable sites, or addressable units on a single Spokane County tax parcel or group of undivided interest parcels.~~

~~O. "Multiple Unit Complex" means an apartment, condominium, or business complex where there exist multiple buildings on a single site, and two or more buildings include multiple units.~~

P. "Multiple Unit Structure" means a single structure which contains two or more units.

Q. "Non-conforming Roadway Name Sign" means a roadway name sign that is not in compliance with this chapter.

R. "Regional Public Safety Spatial Database" means the spatial format for tracking all assigned roadway names and addresses within Spokane County. This system is maintained by the Regional Public Safety Geographic Information Systems (RPSGIS) Committee for use in countywide public safety-related applications.

S. "Roadway" means a public or private way on which vehicles travel, encompassing all roadway types.

T. "Roadway Name" means the word or words either existing, or in the case of new or renamed roadways, which are approved by the Development Services Center, used in conjunction with a directional prefix, and/or a roadway type to identify a public or private roadway.

U. "Roadway Type" means an abbreviated word used in conjunction with a roadway name to describe the character of the roadway and will be in accordance with USPS Publication No. 28 Appendix C1. The following are allowable roadway types:

1. Alley (Aly): a narrow service roadway that serves rear lots and where platted width is less than twenty feet.
2. Avenue (Ave): a through local, collector or arterial roadway generally running east-west.
3. Boulevard (Blvd): a roadway with exceptional width, length and scenic value, typically with a landscaped median dividing the roadway; or an arterial or major collector roadway that lies diagonally to the east-west, north-south grid system.
4. Circle (Cir): a local or collector roadway having ingress and egress from the same roadway. See also "Loop".
5. Court (Ct): a dead end or cul-de-sac that will not become an extension or a continuation of either an existing or future roadway, not longer than six hundred feet in length.
6. Drive (Dr): a lengthy collector or arterial that does not have a definite directional course.
7. Highway (Hwy): used to designate state or federal roadways only.
8. Lane (Ln): a roadway used as a private local access within a development.
9. Loop (Loop): a local or collector roadway having ingress and egress from the same roadway. See also "Circle".
10. Parkway (Pkwy): a thoroughfare designated as a collector or arterial, with a median reflecting the park-like character implied in the name.
11. Place (Pl): a permanently dead-end roadway, terminating in a cul-de-sac, or short through roadway, not longer than six hundred fifty feet in length.
12. Road (Rd): typically reserved for roadways located outside the boundary of a city or town, and may be found within city/town limits due to past annexations or when a new roadway is in alignment with or within one hundred twenty five feet of an existing county road.

13. Street (St): a through local, collector or arterial roadway generally running north-south.
14. Way (Way): a curvilinear roadway.

V. "Unit" means a specific dwelling or commercial space amongst a larger group of dwellings or commercial spaces (e.g., apartment, suites, etc.).

W. "Unit Designator" means a secondary address number that is used to identify a separate unit on a single lot, parcel, tract of land, or within a multiple unit complex. A unit designator at a minimum shall consist of a unit type and a numeric identifier (e.g., 10126 W. Rutter Pkwy., Apt. 2). See also: "Multiple Units", "Multiple Unit Complex", "Multiple Unit Structure")

X. "Unit Type" means an abbreviated word used in conjunction with a unit designator to describe the character of the unit and will be in accordance with USPS Publication No. 28 Appendix C2. The following are allowable unit types:

1. "Apt" for Apartment,
2. "Bsmt" for Basement,
3. "Bldg" for Building,
4. "Dept" for Department,
5. "Dorm" for Dormitory,
6. "Fl" for Floor,
7. "Frnt" for Front,
8. "Hngr" for Hanger,
9. "Lbby" for Lobby,
10. "Lot" for Lot,
11. "Lowr" for Lower Level,
12. "Ofc" for Office,
13. "Pier" for Pier,
14. "Rear" for Rear,
15. "Rm" for Room,
16. "Slip" for Slip,
17. "Spc" for Space,
18. "Stop" for Stop,
19. "Ste" for Suite,
20. "Trlr" for Trailer,
21. "Unit" for Unit,
22. "Uppr" for Upper Level.

Y. "Utility Site" means a parcel containing any type of utility service, located on a legal parcel of land with no association to a building and, requiring periodic maintenance or readings by utility company personnel.))

A. Limited Application.

Definitions provided here are given solely for purposes of administering this chapter. The Administrator may refer to definitions provided in SMC 17A.020 in the absence of a specific definition within this chapter, or for further clarity.

B. Definitions.

1. "Address" means a property location identification with the following format, and typically in the following order: address number, directional prefix, roadway name, roadway type, building designator, and unit designator (e.g., "123 W. Main St., Apt. 456"). The following elements are required: address number, roadway name, and roadway type. The following elements may be optional: directional prefix, building designator, and unit designator.
2. "Addressing Authority" means the Development Services Center.
3. "Address Number" means the numeric designation for an addressable structure or unit.
4. "Addressable" means a property required to be assigned an address under this chapter.
5. "Addressable Property, Addressable Structures, Addressable Sites or Addressable Units" means, generally, the habitable or legally occupied structure, or a lot, parcel, or tract, but may also include other structures or sites as determined necessary by the relevant addressing authority.
6. "Addressing Database" means the computerized format for tracking assigned roadway names and addresses within the City of Spokane.
7. "Addressing Grid System" is the address number and directional system in a particular area such as a grid system, block system, plat, or subdivision.
8. "Administrator" means the Development Services Center Manager.
9. "Building Designator" means a single character alphabetic descriptor for a single building within a multiple unit complex (e.g., "123 W. Main St., Bldg. A").
10. "Department" means the Development Services Center.
11. "Directional Prefix" means a single or double character alphabetic descriptor within a roadway name consisting of any combination of the cardinal directions of North, South, East, and West, generally used in specific roadway naming schemes (i.e., N, S, E, W, NE, NW, SE, SW).
12. "E911 Director" means the manager of the local 911 service.
13. "Non-conforming Address or Roadway Name" means an address or roadway name that is not in compliance with this chapter.
14. "Multiple Units" means the presence of two or more addressable structures, addressable sites, or addressable units on a single Spokane County tax parcel or group of undivided interest parcels.
15. "Multiple Unit Complex" means an apartment, condominium, or business complex where there exist multiple buildings on a single site, and two or more buildings include multiple units.

16. “Multiple Unit Structure” means a single structure which contains two or more units.
17. “Non-conforming Roadway Name Sign” means a roadway name sign that is not in compliance with this chapter.
18. “Regional Public Safety Spatial Database” means the spatial format for tracking all assigned roadway names and addresses within Spokane County. This system is maintained by the Regional Public Safety Geographic Information Systems (RPSGIS) Committee for use in countywide public safety-related applications.
19. “Roadway” means a public or private way on which vehicles travel, encompassing all roadway types.
20. “Roadway Name” means the word or words either existing, or in the case of new or renamed roadways, which are approved by the Development Services Center, used in conjunction with a directional prefix, and/or a roadway type to identify a public or private roadway.
21. “Roadway Type” means an abbreviated word used in conjunction with a roadway name to describe the character of the roadway and will be in accordance with USPS Publication No. 28 Appendix C1. The following are allowable roadway types:

    a. Alley (Aly): a narrow service roadway that serves rear lots and where platted width is less than twenty feet.
    b. Avenue (Ave): a through local, collector or arterial roadway generally running east-west.
    c. Boulevard (Blvd): a roadway with exceptional width, length and scenic value, typically with a landscaped median dividing the roadway; or an arterial or major collector roadway that lies diagonally to the east-west, north-south grid system.
    d. Circle (Cir): a local or collector roadway having ingress and egress from the same roadway. See also “Loop”.
    e. Court (Ct): a dead end or cul-de-sac that will not become an extension or a continuation of either an existing or future roadway, not longer than six hundred feet in length.
    f. Drive (Dr): a lengthy collector or arterial that does not have a definite directional course.
    g. Highway (Hwy): used to designate state or federal roadways only.
    h. Lane (Ln): a roadway used as a private local access within a development.
    i. Loop (Loop): a local or collector roadway having ingress and egress from the same roadway. See also “Circle”.
    j. Parkway (Pkwy): a thoroughfare designated as a collector or arterial, with a median reflecting the park-like character implied in the name.

k. Place (Pl): a permanently dead-end roadway, terminating in a cul-de-sac, or short through roadway, not longer than six hundred fifty feet in length.

l. Road (Rd): typically reserved for roadways located outside the boundary of a city or town, and may be found within city/town limits due to past annexations or when a new roadway is in alignment with or within one hundred twenty five feet of an existing county road.

m. Street (St): a through local, collector or arterial roadway generally running north-south.

n. Way (Way): a curvilinear roadway.

22. "Unit" means a specific dwelling or commercial space amongst a larger group of dwellings or commercial spaces (e.g., apartment, suites, etc.).

23. "Unit Designator" means a secondary address number that is used to identify a separate unit on a single lot, parcel, tract of land, or within a multiple unit complex. A unit designator at a minimum shall consist of a unit type and a numeric identifier (e.g., 10126 W. Rutter Pkwy., Apt. 2). See also: "Multiple Units", "Multiple Unit Complex", "Multiple Unit Structure")

24. "Unit Type" means an abbreviated word used in conjunction with a unit designator to describe the character of the unit and will be in accordance with USPS Publication No. 28 Appendix C2. The following are allowable unit types:

a. "Apt" for Apartment,
b. "Bsmt" for Basement,
c. "Bldg" for Building,
d. "Dept" for Department,
e. "Dorm" for Dormitory,
f. "Fl" for Floor,
g. "Frnt" for Front,
h. "Hngr" for Hanger,
i. "Lbby" for Lobby,
j. "Lot" for Lot,
k. "Lowr" for Lower Level,
l. "Ofc" for Office,
m. "Pier" for Pier,
n. "Rear" for Rear,
o. "Rm" for Room,
p. "Slip" for Slip,
q. "Spc" for Space,
r. "Stop" for Stop,
s. "Ste" for Suite,
t. "Trlr" for Trailer,

u. “Unit” for Unit,
v. “Uppr” for Upper Level.

25. “Utility Site” means a parcel containing any type of utility service, located on a legal parcel of land with no association to a building and, requiring periodic maintenance or readings by utility company personnel.

Section 3. That Section 17D.050A.050 is amended to read as follows:

A. New or unnamed existing roadways providing access to four (4) or more addressable parcels, structures, or units shall be named.

B. Existing roadways for which renaming has been authorized by the City to promote the purpose of this chapter shall be renamed as provided for in the City Charter and the Spokane Municipal Code.

C. Preapproved road names shall be identified on plat documents at the time of Final Plat submittal.

((~~D. Only traveled ways that qualify as roadways may be named; except that alleys in the downtown zones may be named.~~))

((~~E~~))D. All roadways shall be named regardless of whether the ownership is public or private. Without limitation, this includes all roadways that are created within plats, short plats, binding site plans, PUDs and manufactured/mobile home parks.

((~~F~~))E. Driveways, alleys, access to parking areas and other traveled surfaces that are not considered roadways may ((~~not~~)) be named((~~, but may have directions identified with the following method:~~)) at the discretion of the Administrator.

((~~1. Arrow signs indicating building or address ranges within an apartment complex or campus may be placed at the entrances and along the non-roadway traveled ways to locate the buildings.~~))

Section 4. That Section 17D.050A.100 is amended to read as follows:

A. Each property owner who has addressable property and has not been assigned an address has a responsibility to apply to the Addressing Authority for a physical address.

B. Application for each address assignment prior to the issuance of a building permit shall include, at a minimum: a site map showing any proposed or existing structures, driveways, and road approach locations and shall be accompanied by an application, as determined by the Addressing Authority.

C. The numbering of addressable properties or structures along each roadway shall begin at the appropriate grid point of origin and continue in sequence. No address shall be out of sequence in relation to the adjacent addresses.

D. Each block along a roadway may have up to one hundred address numbers. The hundred series shall change upon crossing a roadway intersection or in best possible alignment with the established address grid if applicable, with the exception of intersecting driveways and/or alleys. The hundred series along a public roadway shall not change upon crossing a private roadway, unless deemed necessary by the Addressing Authority. Private roadways wholly contained within plats shall be assigned hundred series as if they were public roadways.

E. Addresses along a roadway shall have even numbers on one side of the roadway and odd numbers on the other side as defined in the addressing grid.

F. Individual address numbers shall be assigned to fit within the block range of the roadway segment to which the address is assigned (e.g. a new address that is assigned to the 200 block of Main St., must be assigned a number between 200 and 299). Individual addresses should be assigned to be consistent with adjacent blocks of the same N-S or E-W orientation.

((~~G. Properties only accessible via a shared driveway shall be assigned an address based on the point of origin of the driveway from the connecting roadway and shall be sequential, with the following exceptions:~~))

G. Addressable property or structures shall be assigned an address based upon the named travel way from which vehicular access to the property or structure is obtained, with the following exceptions:

1. Commercial and Public Facility structures may be assigned an address based upon the roadway the main entrance faces and not necessarily the access roadway.

2. Residential structures on corner lots, or with vehicular access via an alley or driveway, may be assigned an address based upon the roadway the main entrance faces and not necessarily the ((~~access roadway~~)) travel way providing vehicular access.

H. Fractional addresses shall not be used (e.g., “100 ½ W. Main St.”).

((~~I. Address numbers shall not contain any non-numeric characters (e.g., “118a” or “118b”), unless approved by the Administrator.~~))

I. Addressing on Shared Driveways and Other Non-Roadways.

1. A road name may be assigned to shared driveways, alleys, access ways to parking areas, and other traveled surfaces that are not considered roadways at the discretion of the Administrator.

2. The requirements in SMC 17D.050A.120 Multiple Units may be used. The administrator may require arrow signs indicating building or address ranges within a grouping of buildings to be placed at entrances and along non-roadway traveled ways to aid in locating buildings.

J. New Addresses in Residential Infill Development.

Infill development in densely-built locations with pre-existing addressing may involve situations where there aren't enough open numbers within the existing address range on a street. In such cases, the following options shall be considered:

1. A letter may be appended to the address number (e.g., "118A" or "118B").

2. The standards for multiple units in SMC 17D.050A.120 may be used to provide addresses.

3. If no other feasible option is available , addressing for nearby parcels on the block face may be modified.

4. The Administrator shall determine which method to employ, with an emphasis on consistency and predictability for emergency service providers and other agencies.

Section 5. That Section 17D.050A.160 is amended to read as follows:

The Administrator may grant minor deviations from literal compliance with the requirements of this chapter((~~, with the approval of the Spokane City Council~~)). Such deviations are intended to provide relief from literal compliance with specific provisions of this chapter in instances where there is an obvious practical problem with doing so, while still adequately addressing the property for location by emergency service providers and to promote the other purposes of this chapter.

Section 6. Severability: If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 7. Clerical Errors: Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

Passed by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
Assistant City Attorney

_____
Date

_____
Effective Date

EXHIBIT A

CITY OF SPOKANE PLAN COMMISSION
FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS
REGARDING ROADWAY NAMING AND ADDRESSING

A recommendation of the City of Spokane Plan Commission to the City Council related to roadway naming and addressing; and amending SMC sections 17D.050A.040, .050, .100, and .160.

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. Four written public comments were received and provided to the Plan Commission in advance of the hearing.

C. The proposal is categorically exempt from State Environmental Protection Act (SEPA) review, pursuant to Washington Administrative Code 197-11-800.

D. A legal notice of public hearing was published in the *Spokesman-Review* on July 9 and July 16.

CONCLUSIONS:

Based upon the staff presentations, briefing materials, associated studies, and agency and public comment, the Spokane Plan Commission makes the following conclusions with respect to the proposal:

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 17G025.010(J).
2. Interested agencies and the public have had opportunities to participate throughout the process and persons desiring to comment were given an opportunity to comment.
3. The Plan Commission finds that the proposed amendments are consistent with the applicable provisions of the Comprehensive Plan, particularly the following adopted goals and policies:
    a. LU 3.6 Compact Residential Patterns
    b. LU 3.1 Coordinated and Efficient Land Use
    c. LU 4.1 Land Use and Transportation

RECOMMENDATION:

In the matter of the proposal to amend Chapter 17D.050A of the City of Spokane, as based on the above listed findings and conclusions, by vote of 7-0, the Spokane Plan Commission takes the following actions:

1. Recommends to the Spokane City Council the **APPROVAL WITH MODIFICATION** of the proposal.
    a. Strike 17D.050A.100(I) from the code; and
    b. Insert a new subsection 1 in 17D.050A.100(K) to read:
    "A letter may be appended to the address number (e.g., "118A" or "118B")."
    c. Modify 17D.050A.100(K)(2) to read:
    "<u>If no other feasible option is available,</u> addressing for nearby parcels on the block face may be modified."
2. Authorizes the President to prepare and sign on the Commission's behalf a written decision setting forth the Plan Commission's findings, conclusions, and recommendations on the proposed amendments.

_____

Jesse Bank, President

Spokane Plan Commission

7/24/25

PC Findings and Conclusions - Addressing

Final Audit Report 2025-07-24

Created:	2025-07-24
By:	Angela McCall (amccall@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5UqdjvXlgsac-uQVwe05FsCeRLGEK4X5

"PC Findings and Conclusions - Addressing" History

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2025-07-24 - 10:07:43 PM GMT

Document e-signed by Jesse Bank (jesse.bank@northeastpda.com)
Signature Date: 2025-07-24 - 10:08:27 PM GMT - Time Source: server

Agreement completed.
2025-07-24 - 10:08:27 PM GMT

ORD C36745 (DILLON AMENDMENT)(Addressing Standards)

In the briefing materials, add the attached public comment as part of the record before council.

PURPOSE OF AMENDMENT: To add written public comment to the record.

PUBLIC COMMENTS

ORD C36745

From: Plan Commission
To: Gardner, Spencer
Cc: McCall, Angie
Subject: FW: Addressing: letters
Date: Wednesday, July 23, 2025 5:45:56 PM
Attachments: image001.jpg
image002.png
image003.png
image004.png

This was received this evening during the Plan Commission Hearing.

Thank you,

Angie McCall, M.A., M.A. | *she/her* | Office Clerk Specialist | Planning & Economic Development
509.625.6864 | my.spokanecity.org

From: Dennis Flynn <dpflynn@hotmail.com>
Sent: Wednesday, July 23, 2025 4:50 PM
To: Plan Commission <eraplanc@spokanecity.org>
Subject: Addressing: letters

[CAUTION - EXTERNAL EMAIL - Verify Sender]

When I asked for a point of order regarding you adding using letters to the Agenda, I was simply going to add you may want to provide consistency to emergency responders, like so…

When using a common street address and letters to differentiate multiple parcels:

- Parcels on the North and West shall use the letters A through M
- Parcels on the South or East shall use the letters N through Z

This standard will help emergency responders more quickly locate the parcel.

Dennis Flynn
2108 W Euclid Ave

Get Outlook for Android

From:	Jim Frank
To:	Gardner, Spencer
Cc:	MacDonald, Steven; Murphy, Maren; Chauncey Jones; Eric Lyons
Subject:	Plan Commission Workshop of Racially Disparate Housing Policy
Date:	Tuesday, July 22, 2025 3:22:48 PM
Attachments:	Comments on Racial and Economic Inequality in Housing.pdf Comments on City LCA.docx Residential Construction Costs by Unit Type.key

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[CAUTION - EXTERNAL EMAIL - Verify Sender]

Spencer….Please accept this as written comment for the Plan Commission workshop. My fear is that this entire subject will not be addressed as the very serious systemic problem that it is. The recent stormwater regulation changes are the latest example and just the tip of the iceberg.

I also intend on commenting on the addressing code standards for middle housing. I don't believe these code changes will work and it is a big mistake to not allow sub-addressing using letters (for example 102 A and 102 B Main Street). The standards for multiple units SMC 17D.050A.120 were designed for MF units and do not work well for SF attached or detached units on individual lots. The addressing problem does not exist for MF units, just for infill SF homes on separate lots. Sub-addressing using letter is extremely common. Modifying addresses on a block of existing homes is never going to be a viable option and should not be considered a solution to this problem.

Thanks, Jim

Agenda Sheet for City Council: **Committee:** Finance & Administration **Date:** 07/28/2025 **Committee Agenda type:** Discussion		**Date Rec'd**	7/23/2025
		Clerk's File #	ORD C36748
		Cross Ref #	
Council Meeting Date: 08/18/2025		**Project #**	
Submitting Dept	PLANNING & ECONOMIC	**Bid #**	
Contact Name/Phone	SPENCER 509-625-6097	**Requisition #**	N/A
Contact E-Mail	SGARDNER@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	JBINGLE PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	0650 DEVELOPMENT CODE CLARIFICATION/CLEANUP		

Agenda Wording

Proposed amendment to fix an inadvertent omission relating to density calculations from a package of amendments adopted in January 2025

Summary (Background)

The City adopted a package of code amendments in January 2025 to follow up on major changes completed in late 2023. One of the January changes included establishing a new methodology for calculating density on new subdivisions. It was recently discovered that there is a section of code specific to Planned Unit Developments that has a description of the density calculations that is inconsistent with the recent update. This proposal would replace the current language to refer directly to the authoritative section on density calculations adopted in January 2025.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	GARDNER, SPENCER	**PURCHASING**	NECHANICKY, JASON
Division Director	MACDONALD, STEVEN		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	smacdonald@spokanecity.org
sgardner@spokanecity.org	eking@spokanecity.org

Section 17G.070.030 Development Standards

A. Permitted Uses.

Any permitted or conditional use allowed in the base zoning districts of the subject property plus additional uses including the following:

1. In the RA, R1, and R2 zoning districts, an applicant with a planned unit development approval may develop the site to contain these additional uses:

    a. Accessory uses directly serving the planned unit development only and which are customary or associated with, but clearly incidental to, the residential uses permitted in the zone including:

        i. community building with indoor and/or outdoor recreation facilities;
        ii. recreational vehicle and personal storage area;
        iii. consolidated guest parking facilities.

    b. Retail sales and service uses and office uses are permitted subject to the following limitations:

        i. The PUD site is larger than 20 acres; and
        ii. Individual retail sales and service uses and office uses shall not exceed a floor area of five thousand (5,000) square feet each; and
        iii. The total site area developed with retail sales and service uses and office uses shall not exceed five percent (5%) of the total PUD site area; and
        iv. A one hundred percent (100%) increase in the amount of retail sales and service uses and office uses is allowed when retail sales and service uses and office uses are physically built under residential uses in a mixed use building with ground floor retail sales and service uses and office uses; and
        v. Outdoor seating is permitted and is not counted towards the limitations on floor area in subsection (b)(ii); and
        vi. Retail sales and service uses and office uses shall follow the Centers and Corridors design standards for Pedestrian Streets in SMC 17C.122.060; and
        vii. Prohibited uses include but are not limited to:

DRAFT

A. Marijuana production, processing, and retailing as controlled by SMC 17C.347
B. Off-premises alcohol outlets as defined and controlled by SMC 17C.348
C. Drive-through Facilities
D. Adult Business
E. Commercial Parking as defined in SMC 17C.190.220 on a surface parking lot
F. Mini-Storage Facilities
G. Quick Vehicle Servicing

2. In the RMF and RHD zoning districts, an applicant with a planned unit development approval may develop any uses permitted in the R1, R2, RMF and RHD zones together with these additional uses:

a. Retail sales and service uses and office uses are permitted subject to the following limitations:

i. The PUD site is larger than ten acres,
ii. Individual retail sales and service uses and office uses shall not exceed a floor area of three thousand square feet each and the site area developed with retail sales and service uses and office uses shall not exceed five percent of the total PUD site area.
iii. Sites developed with retail sales and service uses and office uses shall have frontage on a street that is designated as a collector or higher classified arterial.
iv. The retail sales and service uses and office uses in the PUD shall not be permitted until sixty percent of the approved residential units are completed.
v. An one hundred percent increase in the amount of retail sales and service uses and office uses is allowed when retail sales and service uses and office uses are physically built under residential uses in a mixed use building with ground floor retail sales and service uses and office uses.
vi. Outdoor sales and display and outdoor storage areas are not permitted except outdoor seating is allowed for restaurants and cafes.

3. Commercial Zones.

PUDs are permitted in the commercial zones including center and corridor (CC) and the downtown (DT) zones.

DRAFT

4. Industrial Zones.

In the PI zones, an applicant with a planned unit development approval may develop the site to contain all of the uses permitted by right in the underlying zone and, in addition, up to fifty percent of the total gross floor area may be devoted to housing units provided these are built above the ground floor.

5. More Than One Base Zone.

When a site contains land that is in more than one zoning district, the allowed residential and conditional uses at the required minimum and maximum densities, if applicable, shall be proportionate to the land within the development site devoted to each zoning district.

B. Density.

1. Densities Required.

An applicant with a planned unit development approval shall develop the site subject to the minimum and maximum density provisions of the base zone, as contained in Title 17C SMC, except as provided in subsection (B)(2) of this section, plus a maximum of ten percent density bonus per the provisions below under SMC 17G.070.030(B)(5).

2. Density Exception.

For properties with a designated critical area or properties located in agricultural lands designation of the City's comprehensive plan, the minimum density requirement may be waived by the hearing examiner based on the following criteria:

a. The development of the site with the critical area would not allow sufficient minimum lot size under the base zone requirements because critical area setbacks and buffers would reduce minimum lot sizes below those required by the base zone.
b. The development of the site would require reducing buffers, setbacks or other dimensional modifications due to the location of designated critical areas; and
c. The protection of the agricultural lands or critical area would be more effective by clustering the homes and structures to the minimum area necessary.

DRAFT

3. Calculating Density.

The calculation of density for a planned unit development is ((~~the net area based on the total area of subject property less the area set aside for right-of-way, tracts of land reserved for private streets and dedicated tracts reserved for stormwater facilities. The calculation of density is rounded up to the next whole number~~)) as provided in the base zone.

4. Transfer of Development Rights.

An applicant for a planned unit development may shift allowed residential densities to another site to protect and preserve designated critical areas and agricultural lands while providing the overall maximum density permitted by the underlying zoning district.

5. Density Bonuses.

a. An applicant for a planned unit development may apply for a residential density bonus of ten percent above the maximum density allowed in the underlying base zone for developing affordable housing units that meet or exceed the HUD standards for affordable units.
b. The density bonus may be granted based on a one percent ratio of bonus density for the project for each one percent of affordable housing that is provided.
c. Affordable housing units are required to be dispersed throughout the project and shall not be congregated all in one building, when more than one building is proposed.

C. Dimensional Requirements of the Base Zone.

The dimensional requirements of the base zone standards apply to a PUD except as follows:

1. Lot Dimensional Standards.

a. The minimum lot size, lot depth and lot width standards may be modified.
b. The lot frontage requirements may be modified to allow the lots to be served by a private street or private access, rather than a public street as required under SMC 17C.111.200(F), provided that the director of engineering services has determined that private streets

DRAFT

or private access can serve the subject lots in the planned unit development. A private street or private access that does not conform to chapter 17H.010 SMC, Street Development Standards, may be approved through a design variance request under SMC 17H.010.020.

2. Lot Coverage and FAR.

The lot coverage by buildings and the floor area ratio (FAR) provisions may be modified.

3. Setbacks.

a. Front and rear yard setbacks.

i. Front and rear yard setbacks for structures located within eighty feet of the perimeter of the project shall be the same as required by the base zone.
ii. Front and rear yard setbacks in the remainder of the project may be modified, except that a minimum front or rear yard setback of twenty feet is required for any garage or carport that opens facing a street or an alley.
iii. Above and below ground parking structures used in conjunction with a mixed use or multifamily residential project may modify front yard setbacks, if sufficient queuing to enter the structure is provided on-site.

b. Side Yard Setbacks.

i. Side yard setbacks may be modified, except that a side yard setback of twenty feet is required for any garage or carport that opens facing a street.
ii. Above and below ground parking structures used in conjunction with a mixed use or multifamily residential project may modify side yard setbacks, if sufficient queuing to enter the structure is provided on-site.

4. Building Height.

Except as provided below, building height allowed in the base zone cannot be modified, waived or varied through the planned unit development process.

DRAFT

a. Changes to the height limits in the underlying zone require a rezone processed concurrently with the planned unit development.
b. In the RMF zone, the wall height for a mixed-use commercial building may be increased to thirty five feet. Such a building is exempt from the height transition requirements of SMC 17C.111.230(C)(5).

5. Off-street Parking.

The minimum number of off-street parking stalls may be modified based upon sufficient evidence that the occupancy of the project will not require the number of off-street parking stalls specified for that use under chapter 17C.230 SMC, Parking and Loading.

6. Signs.

The number, type and size of signs cannot be modified through a planned unit development.

7. Fencing.

Perimeter fencing for a planned unit development is permitted except the maximum height of fencing along a street frontage of the planned unit development may not exceed forty-two inches. When a fence is along a street frontage, usable pedestrian access shall be provided spaced a minimum of one every three hundred feet.

8. Gates.

If the director of engineering services approves of private streets in the planned unit development, based on the criteria of SMC 17H.010.090, gates may be permitted in a planned unit development.

9. Lot Access.

The alley access requirements of SMC 17C.111.335(B) apply to lots in a PUD. If a lot abuts a public alley, then vehicle access shall be from the alley.

D. Infrastructure.

All public or private streets, paving, curbs, sidewalks, utilities, stormwater, lights and similar facilities shall be developed according to City standards, unless

DRAFT

specifically modified by the city engineer. Waivers, variances, or modifications to the private or public street standards, utilities, and other infrastructure through a planned unit development shall be approved by the city engineer. An approved design variance request form shall be submitted with the PUD application.

E. Common Open Space.

In exchange for the approval of more intense residential development, higher densities, smaller lots and relaxed development standards, the developer of a planned unit development is required to provide common open space for the active and passive recreational activities of residents, employees, and visitors. Such space shall be aggregated wherever feasible and shall consist of a combination of landscaped and hard-scaped areas. Such common open space shall include some combination of the following: plazas, arbors, sitting areas, picnic areas, playing fields and trails to accommodate a variety of active and passive activities and promote visual interest.

1. In planned unit developments, the following requirements shall apply:

    a. At least ten percent of the gross area of the site must be devoted to such open space. Such space must be fully accessible to the residents, employees, visitors and/or other users of the site. Reduction of this standard in PUDs is prohibited and a variance cannot be sought to reduce this requirement.
    b. Fenced yards associated with buildings immediately adjacent to designated open space, landscaping in parking lots, or fenced stormwater facilities shall not count toward the total open space requirement.
    c. Environmentally-constrained land within the planned unit development, including wetlands, geologically hazardous areas, fish and wildlife habitats and frequently flooded areas may be used to meet up to fifty percent of the total requirement specified in subsection (E)(1)(a) above, provided that these areas are either accessible to pedestrians to the extent practical or are visually accessible from adjacent and adjoining common open space.

2. The common open space designated to meet this requirement shall be permanently maintained by and conveyed to one of the following:

    a. A homeowners' or property owners' association as regulated by state law.
    b. A public agency that agrees to maintain the common open space and any buildings, structures or improvements placed within it.

DRAFT

F. Subdivision.

When a planned unit development is combined with a division of land including a short plat, long plat or binding site plan, the requirements of chapter 17G.080 SMC are required to be met, including SMC 17C.111.200(C), along with the following:

1. Through lots.

Lots shall be configured in a way that development can be oriented toward streets to increase the safety and enjoyment of pedestrians and bicyclists. A new PUD/subdivisions shall not “turn its back” on a collector, minor or principal arterial street. Through lots are allowed only where both front lot lines are on local access streets. The minimum front lot line and minimum width standards apply to one frontage of the through lot.

DRAFT

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 07/28/2025

Committee Agenda type: Discussion

Council Meeting Date: 08/18/2025

Date Rec'd	7/24/2025		
Clerk's File #	ORD C36746		
Cross Ref #			
Project #			
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	ADAM 625-6779	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** NO	
Agenda Item Name	ORDINANCE MAXIMIZING PARTNERSHIP GRANT OPPORTUNITIES		

Agenda Wording

An ordinance maximizing community partnership grant opportunities; amending Section 07.19.010 of the Spokane Municipal Code.

Summary (Background)

Section 07.19.010 of the Spokane Municipal Code regulates the City's process for grant application and acceptance. This statute was amended recently to allow City departments to submit grant applications without prior City Council approval, except in the case of grant applications involving partnership grants. Given the volume of anticipated grant applications by the City that involve partnership grants, prior City Council approval of any applications is not practical and delays the application process unnecessarily. This ordinance would alter the process for prior council approval of partnership grants to require only that relevant information be submitted to a council committee before the application. After a grant is awarded, City Council approval will still be required if the grant is over the minor threshold amount.

What impacts would the proposal have on historically excluded communities?

Not applicable

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

Not applicable

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

Not applicable

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

This ordinance amends current code provisions regarding grant applications to make the process of council approval more practical, while still preserving council's role in approval of grant awards over the minor contract amount.

Council Subcommittee Review

None

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source

Funding Source Type Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	GBYRD	**ACCOUNTING -**	BROWN, SKYLER
Division Director	GBYRD		
Accounting Manager	GBYRD		
Legal	GBYRD		
For the Mayor	GBYRD		

Distribution List

ORDINANCE NO. C36746

An ordinance maximizing community partnership grant opportunities; amending Section 07.19.010 of the Spokane Municipal Code.

WHEREAS, Section 07.19.010 of the Spokane Municipal Code regulates the City's process for grant application and acceptance, and

WHEREAS, Section 07.19.010 of the Spokane Municipal Code was amended recently to allow City departments to submit grant applications without prior City Council approval, except in the case of grant applications involving partnership grants; and

WHEREAS, given the volume of anticipated grant applications by the City that involve partnership grants, prior City Council approval is not practical and delays the application process unnecessarily, and the City Council action to approve such applications is not necessary;

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 07.19.010 of Chapter 07.19 of the Spokane Municipal Code is amended to read follows:

Section 07.19.010 Grant Acceptance

A. For purposes of this Chapter, the following definitions apply:

~~1. The term "department" means the city department or division preparing and submitting a grant application.~~

~~2. The term "grant" means any opportunity for funding of City of Spokane projects and programs by federal, state, local or non-public funding sources, whether or not requiring matching or supplemental City of Spokane funds.~~

~~3. The term "grant amount" refers to the aggregate amount of the anticipated funding provided to the City under the grant, exclusive of any City matching amount or contribution, and regardless of the number of years of grant funding. Any grant requiring City matching amount or contribution above the minor~~

~~contract amount set forth in SMC 7.06.060 shall be deemed above the minor contract amount.~~

~~4. The term "minor contract amount" means the maximum dollar amount to which the City may commit in any agreement without prior legislative approval, including, but not limited to, the amount set forth in SMC 07.06.060.~~

~~5. The term "partnership" means, regardless of how designated, any grant application in which the City (a) expects to share only a portion of the grant award, (b) expects to provide all or a portion of matching funds, including in-kind contributions and/or the use of city assets, for grant awards slated for other parties participating in the application, and/or (c) expects to provide personnel to ensure grant compliance for other parties participating in the application.~~

Term	**Definition**
Department	The term "department" means the City department or division preparing and submitting a grant application.
Grant	The term "grant" means any opportunity for funding of City of Spokane projects and programs by federal, state, local, or non-public funding sources, whether or not requiring matching or supplemental City of Spokane funds.
Grant Amount	The term "grant amount" refers to the aggregate amount of the anticipated funding provided to the City under the grant, exclusive of any City matching amount or contribution, and regardless of the number of years of grant funding. Any grant requiring City matching amount or contribution above the minor contract amount set forth in SMC 7.06.060 shall be deemed above the minor contract amount.

Minor Contract Amount	The term “minor contract amount” means the maximum dollar amount to which the City may commit in any agreement without prior legislative approval, including, but not limited to, the amount set forth in SMC 07.06.060.
Partnership	The term “partnership” means, regardless of how designated, any grant application in which the City (a) expects to share only a portion of the grant award, (b) expects to provide all or a portion of matching funds, including in-kind contributions and/or the use of City assets, for grant awards slated for other parties participating in the application, and/or (c) expects to provide personnel to ensure grant compliance for other parties participating in the application.

B. A department may apply for and accept grants with a grant amount below the minor contract amount without prior ((~~city council~~)) City Council approval.

C. A department may apply for grants above the minor contract amount. However, each grant award above the minor contract amount ((~~must~~)) shall be approved by the ((~~city council~~)) City Council before the execution of documents committing the City to grant terms, conditions, and funding, and ((~~city council must~~)) the City Council shall be advised at time of ((~~council~~)) review of any ((~~city~~)) City matching funds requirements. Department staff shall prepare materials necessary for ((~~council~~)) City Council consideration and ensure that such materials are submitted consistent with ((~~city council~~)) City Council rules of procedure.

D. The department must provide the ((~~city council~~)) City Council with a summary of the grant evaluation that was conducted during the application process. Various elements of a grant evaluation include any future fiscal burden or long-term expenditures, additional and/or permanent staffing, staff support, indirect costs, local funding match, ((~~or~~)) in-kind match, and any other ongoing operating and maintenance impact.

E. Notwithstanding anything to the contrary in this section, ((~~city council~~)) the City Council ((~~approval is required~~)) shall be provided relevant information at a City Council committee prior to any grant application submitted in partnership with another organization (private or public) over the minor contract threshold, ((~~to obtain a~~)) all partnership grants over the minor contract threshold, and any grant requiring a City Council letter of support. The City ((~~will~~)) shall not be bound by partnership grant award terms, conditions or funding ((~~not approved by the city council in advance~~)) outside the process outlined in this subsection.

F. If a budget appropriation is required for a grant, the department shall request a corresponding special budget ordinance at the same time as presentation of the grant for ((~~city council~~)) City Council review and approval.

G. It is the responsibility of the department to ensure compliance with all grant terms and conditions, including, but not limited to, ensuring agreed-upon deliverables, preparing grant status reports, examining and tracking incurred costs, filing timely requests for reimbursements from grant funders, and following the specified close-out procedure provided by the grant funder. Departments shall depend on central accounting or finance for basic grant functions unless otherwise approved by the City's ((~~chief financial officer~~)) Chief Financial Officer or ((~~his/her~~)) their designee.

Section 2. Severability. If any section, subsection, sentence, clause, phrase, or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 3. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

_____

Council President

Attest:

_____

City Clerk

_____

Mayor

Approved as to form:

_____

City Attorney

_____

Date

_____

Effective Date