

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 25, 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 25, 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 22, 2024, and ending at 6:00 p.m. on Monday, August 25, 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 within 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 25, 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 MICHAEL CATHCART

COUNCIL MEMBER PAUL DILLON

COUNCIL MEMBER KITTY KLITZKE

COUNCIL MEMBER SHELBY LAMBDIN

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)

NO BOARDS AND COMMISSIONS APPOINTMENTS

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

- | | | |
|---|---|---|
| <p>1. Five-year Master Value Blanket with Spokane House of Hose, Inc. (Spokane Valley, WA) for the as-needed purchase of hoses, tubing and other related items for use by various departments from October 1, 2025, through September 30, 2030—not to exceed \$300,000 (incl. tax). (Council Sponsor: Council Member Klitzke)
Chris Averyt</p> | <p>Approve</p> | <p>OPR 2025-0555
RFQ 6423-25</p> |
| <p>2. Contract Renewal 4 of 4 with Arrow Concrete & Asphalt Specialties, Inc. (Spokane Valley, WA) for as-needed road repair services at the Waste to Energy Facility from September 1, 2025, through August 31, 2026—not to exceed \$49,000 (incl. tax). (Council Sponsor: Council Member Klitzke)
Chris Averyt</p> | <p>Approve</p> | <p>OPR 2021-0548
PW ITB 5472-21</p> |
| <p>3. Five-year Sole Source Contract with Siemens Energy, Inc. (Orlando, FL) for parts, maintenance and service of the condensing steam turbine generator at the Waste to Energy Facility through April 30, 2030—not to exceed \$1,750,000 (plus tax).
Chris Averyt</p> | <p>Approve</p> | <p>OPR 2025-0556</p> |
| <p>4. Report of the Mayor of pending:</p> <p style="margin-left: 40px;">a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2025, total \$_____, with Parks and Library claims</p> | <p>Approve &
Authorize
Payments</p> | <p>CPR 2025-0002</p> |

approved by their respective boards. Warrants excluding Parks and Library total \$_____.

- b. Payroll claims of previously approved obligations through _____, 2025: \$_____.

CPR 2025-0003

5. Minutes:

Approve All

- a. City Council Meeting Minutes: _____, 2025.

CPR 2025-0013

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

LEGISLATIVE AGENDA

NO SPECIAL BUDGET ORDINANCES

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2025-0060
OPR 2025-0592

Declaring Washington Equipment Manufacturing Company, Inc. (WEMCO), (Spokane, WA) a sole-source provider and authorizing the City to directly enter into a Value Blanket Order Contract with WEMCO for new proprietary mechanical spare replacement crane parts, that are 100% specific to the two overhead refuse cranes currently employed at the City of Spokane, Waste To Energy Facility (WTEF), for a five (5) year period, without public bidding—\$300,000 (plus tax) (Council Sponsors: Council Members Klitzke and Bingle)

Chris Averyt

RES 2025-0063

Updating the appointment of City Council Members to boards, committees, and commissions for 2025. (Council Sponsors: Council President Wilkerson and Council Member Dillon)

Chris Wright

Cathcart Proposed Amendment No. 1:

- Request motion to amend Resolution 2025-0063 with an updated revised version filed August 6, 2025, and included in agenda packet under Resolution 2025-0063.

Cathcart Proposed Amendment No. 2:

- Request motion to amend Resolution 2025-0063 with proposed updates filed August 6, 2025, and included in agenda packet under Resolution 2025-0063.

ORD C36718 **Modifying the membership of the Climate Resilience and Sustainability Board to include a liaison designated by the Community Assembly, and amending Sections 04.41.020 and 04.41.030 of the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Member Bingle)**

Chris Wright

(ORD C36718 was deferred from July 21, 2025, Agenda, during the July 21, 2025, 3:30 p.m. Agenda Review Session)

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. (Council Sponsors: Council Members Dillon and Zappone)**

Council Member Dillon

(ORD C36723 was deferred from the July 21, 2025, Agenda, during the July 21, 2025, 3:30 p.m. Agenda Review Session and amended during the July 28, 2025, 3:30 p.m. Agenda Review Session)

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 (To be considered under Hearings Item H1.)
- ORD C36745 (To be considered under Hearings Item H2.)
- ORD C36748 (To be considered under Hearings Item H3.)
- 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

FIRST READING ORDINANCES

- ORD C36741 Updating the minimum dollar threshold for fee-free business registration as required by state law, amending Section 08.01.190 of the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Member Dillon)
Adam McDaniel

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

HEARINGS

RECOMMENDATION

- | | | | |
|-----|--|--|-------------------|
| H1. | Final Reading Ordinance 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, Bingle, and Cathcart)
Spencer Gardner | Hold
Hearing/
Close
Hearing/
Pass Upon
Roll Call
Vote | ORD C36744 |
| | (Pending possible amendment to be considered on August 18, 2025) | | |
| H2. | Final Reading Ordinance 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 | Hold
Hearing/
Close
Hearing/
Pass Upon
Roll Call
Vote | ORD C36745 |
| | (Pending possible amendment to be considered on August 18, 2025) | | |
| H3. | Final Reading Ordinance 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 | Hold
Hearing/
Close
Hearing/
Pass Upon
Roll Call
Vote | ORD C36748 |
| | (Pending possible amendment to be considered on August 18, 2025) | | |
-

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 25, 2025, Regular Legislative Session of the City Council will be held and is adjourned to September 8, 2025.

Note: There is no City Council meeting on Monday, September 1, 2025, due to the recognized observance of the Labor Day holiday.

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:** PIES **Date:** 07/21/2025**Committee Agenda type:** Consent**Date Rec'd**

7/15/2025

Clerk's File #

OPR 2025-0555

Cross Ref #**Project #****Council Meeting Date:** 08/25/2025**Submitting Dept**

SOLID WASTE DISPOSAL

Bid #

RFQ 6423-25

Contact Name/Phone

CHRIS AVERYT 625-6540

Requisition #

MASTER VB

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**

4490 MASTER VALUE BLANKET FOR HOSES, TUBING, FITTINGS AND RELATED

Agenda Wording

Five year master value blanket with Spokane House of Hose, Inc. (Spokane Valley, WA) for the as-needed purchase of hoses, tubing and other related items for use by various departments from 10/1/2025 through 9/30/2030 and a total cost not to exceed \$300,000.00 including tax over the five year period.

Summary (Background)

Many departments throughout the City purchase hoses and related fittings for regular repair and maintenance purposes. On July 10, 2025, bidding closed on RFQ 6423-25 for the as-needed purchase of these items and Spokane House of Hose, Inc. was the only respondent. A five year value blanket award is requested for approval that will be available for all City departments to utilize.

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.

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

N/A

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost		\$ 300,000.00	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
This is a routine repair and maintenance supply expense that will only be utilized on an as-needed basis by various departments.			
<u>Amount</u>		<u>Budget Account</u>	
Expense	\$ 300,000.00	# VARIOUS	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Funding Source</u>		Recurring	
<u>Funding Source Type</u>		Program Revenue	
Is this funding source sustainable for future years, months, etc?			
Yes			
<u>Expense Occurrence</u>		Recurring	
Other budget impacts (revenue generating, match requirements, etc.)			
This value blanket is intended to decrease the volume of P-Card purchases for similar items throughout City departments.			
<u>Approvals</u>		<u>Additional Approvals</u>	
<u>Dept Head</u>	AVERYT, CHRIS	<u>PURCHASING</u>	PRINCE, THEA
<u>Division Director</u>	FEIST, MARLENE		
<u>Accounting Manager</u>	ALBIN-MOORE, ANGELA		
<u>Legal</u>	HARRINGTON,		
<u>For the Mayor</u>	PICCOLO, MIKE		
<u>Distribution List</u>			
		mdorgan@spokanecity.org	
jsalstrom@spokanecity.org		tprince@spokanecity.org	
rrinderle@spokanecity.org			

Bid Response Summary

Bid Number RFQ 6423-25

Bid Title HOSES, TUBING, FITTINGS AND RELATED ITEMS, AND FABRICATION OF HOSE ASSEMBLIES – As-Needed Over Five-Year Period For Various City of Spokane Departments

Due Date Thursday, July 10, 2025 9:00:00 AM [(UTC-08:00) Pacific Time (US & Canada)]

Bid Status Open for Bidding

Company Spokane House of hose Ind

Submitted By David Picker - Thursday, July 10, 2025 7:34:08 AM [(UTC-08:00) Pacific Time (US & Canada)]
d.picker@spokanehose.com 509-535-3638

Comments

Question Responses

Group	Reference Number	Question	Response
BACKGROUND			
	#1	The City of Spokane is initiating this Request for Quote (RFQ) to solicit Bids from Vendors who have a proven ability to provide Hoses, Tubing, Fittings and Related Items, and Fabrication of Hose Assemblies – As-Needed Over Five-Year Period For Various City of Spokane Departments.	I acknowledge and I understand
	#2	The winning Vendor(s) shall receive a five-year Value Blanket Order Contract, upon which as-needed Release Orders would be placed against by various City Departments. Payment would only be made for actual orders placed, delivered and accepted. Vendor's prices shall be firm throughout the first year, 10/1/25 through 9/30/2026, unless due to extraordinary circumstances as documented by the Vendor and concurred with by the City, else annual pricing adjustments on the anniversary of the award with justification.	I acknowledge and I understand
SUBMISSION OF BIDS			

#1	<p>Bid Responses shall be submitted electronically through the City of Spokane's bidding portal:</p> <p>https://spokane.procureware.com on or before the Due Date and time mentioned above. Hard, e-mailed or faxed copies and/or late quotes shall not be accepted.</p>	I acknowledge and I understand
#2	<p>The City of Spokane is not responsible for quotes electronically submitted late. It is the responsibility of the Bidder to be sure the quote is electronically submitted sufficiently ahead of time to be received no later than the bid due date and time.</p>	I acknowledge and I understand
#3	<p>All communication between the Bidder and the City upon receipt of this quote shall be via the "Clarification Tab" within ProcureWare. Any other communication will be considered unofficial and non-binding on the City of Spokane.</p>	I acknowledge and I understand
INTERPRETATION		
#1	<p>If the Bidder discovers any errors, discrepancies or omissions in the Quote specifications, or has any questions about the specifications, the Bidder must notify the contact person listed above in writing. Any corrections issued by the Purchaser will be incorporated into the contract or purchase order.</p>	I acknowledge and I understand
WITHDRAWAL OF BIDS		
#1	<p>Bidders may withdraw Bid prior to the scheduled bid due date and time. Unless otherwise specified, no Quote may be withdrawn for a minimum of sixty (60) calendar days after the bid due date.</p>	I acknowledge and I understand
EVALUATION OF BIDS		

#1	<p>Shall be based upon the following criteria, where applicable: A. The price, including sales tax and the effect of discounts. Price may be determined by life cycle costing or total cost quoting, when advantageous to the Purchaser. B. The quality of the items quoted, their conformity to specifications and the purpose for which they are required. C. The Bidder's ability to provide prompt and efficient service and/or delivery. D. The character, integrity, reputation, judgment, experience and efficiency of the Bidder. E. The quality of performance of previous contracts or services. F. The previous and existing compliance by the Bidder with the laws relating to the contract or services. G. Uniformity or interchangeability. H. Any other information having a bearing on the decision to Contract award.</p>	I acknowledge and I understand
BIDDING ERRORS		
#1	<p>Unit pricing per sell-unit-of-measure will prevail in the circumstance of unit and extension pricing discrepancies. When, after the tabulation of Bids, a Bidder claims error, and requests to be relieved of award, Bidder will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of its Bid.</p>	I acknowledge and I understand
REJECTION OF BIDS		

#1	<p>The Purchaser reserves the right to reject any or all Bids; to waive minor deviations from the specifications, to waive any informality in Bids received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Bid at prices shown.</p>	I acknowledge and I understand
AWARD OF VALUE BLANKET ORDER		
#1	<p>Any resulting Value Blanket Order Contract shall be awarded by City Council, to the Bidder whose 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 BID. Unsuccessful Bidders will not automatically be notified of Bid results.</p>	I acknowledge and I understand
PAYMENT TERMS		
#1	<p>Vendor acknowledges that payment shall be made via direct deposit/ACH (except as provided by state law) Net 30 after receipt of the goods/services 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 immediately make every effort to settle the disputed amount.</p>	I acknowledge and I understand
INVOICING		

#1	<p>Invoices must be submitted within 30 days of performing delivery. • All Invoices shall state item types and quantities delivered, and the applicable City Department who placed the order. Invoices shall reference the Value Blanket Order Number, VB301xxx. • Payment of invoices shall be contingent upon receipt of sufficient detail to permit identification of the delivered items and compliance with contract conditions. Original invoices are required and shall not be approved for payment until all services per request have been satisfactorily performed. Invoices shall be emailed to applicable departments.</p>	I acknowledge and I understand
TERMS AND CONDITIONS		
#1	<p>Bidder acknowledges that they have read and understand the Terms and Conditions Document in the "Documents" tab. If answer is "I do not agree and I do not acknowledge", include requested exception on separate page and title as "Exception to Terms and Conditions", and upload in response #1.1 below. The City will consider and determine if exception will be accepted.</p>	I acknowledge and I understand
#1.1	<p>EXCEPTIONS TO TERMS AND CONDITIONS: If you took exception above, upload here.</p>	
#2	<p>ELIGIBILITY FOR CITY CONTRACTS: Section 18.09.050 of the Spokane Municipal Code states that the recipient of a City contract, award or purchase order shall certify that it is not knowingly or intentionally a nuclear weapons producer. The Bidder certifies that his/her firm is not a nuclear weapons producer.</p>	Certifies
PCB CERTIFICATION		

#1	In accordance with SMC 7.06.172(A), the Bidder certifies that the products bid and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCB's). 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 bidder 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.	Yes
#2	As far as you know has this type product been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?	Don't Know
#3	If so were PCBs found at a measurable level?	Don't Know
#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)?	Don't Know
#5	If so attach the results or 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
BIDDER INFORMATION		
#1	Please indicate the appropriate point of contact (including phone number and email) regarding this Bid and placement of orders if awarded. If these actions will not be managed by the same person, please explicitly specify all relevant contacts.	David Picker d.picker@spokanehose.com 509-994-6512
ORGANIZATION		

#1	Bidder Should Enter If Proposal Is of an Individual, Partnership, Corporation, and Existing Under The Laws of What US State. Enter Information Here	Corporation - Washington State
UBI NUMBER		
#1	The Vendor shall be a Washington State registered at time of Award. Enter Washington Unified Business Identification Number (WA UBI) Here:	600107095
CITY OF SPOKANE 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 a valid annual business registration. The Bidder shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 1-360-705- 6741 to obtain a business registration. If the Bidder does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625- 6070 to request an exemption status determination.	I acknowledge and I understand
#2	City of Spokane Business Registration Number	600107095
PROPRIETARY INFORMATION/PUBLIC DISCLOSURE		

#1	<p>All materials submitted to the City in responses to this competitive procurement shall become the property of the City. All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received, or produced by a governmental entity are presumptively public records, and there are few exemptions. Chapter 41.56 RCW. When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records. The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.</p>	I acknowledge and I understand
BIDDER PREQUALIFICATION		
#1	<p>Prior to award of contract or purchase, Bidders shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the work, unless waived by the City of Spokane.</p>	I acknowledge and I understand
ADDITIONAL SERVICES		

#1	The City of Spokane reserves the right to purchase additional items at the quoted price. Vendor agrees to sell at the same price, terms and conditions.	Yes
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.	Yes
MINORITY BUSINESS ENTERPRISE		
#1	Vendor (is ____, is not ____) a Minority Business Enterprise. A Minority Business Enterprise is defined as a "business, privately or publicly owned, at least 51% of which is owned by minority group members." For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.	Is
SMALL BUSINESS		

#1	Vendor (is ____, is not ____) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).	Is
NON-COLLUSION		
#1	The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this RFQ	Certifies No Agreement Was Entered
ACCEPTANCE PERIOD		
#1	Bidders must provide a minimum of sixty (60) calendar days for acceptance by the City from the Bid Due Date.	I acknowledge and I understand
PERIOD OF PERFORMANCE		
#1	Any Value Blanket Order Contract resulting from this RFQ will be for a five -year period, beginning approximately October 1, 2025, and terminates on September 30, 2030. The Vendor's prices shall be firm throughout the first year, October 1, 2025 to September 30, 2026, unless due to extraordinary circumstances as documented by the Vendor and concurred with by the City, else Pricing Adjustments can be requested on the "anniversary of award" with justification support.	I acknowledge and I understand
GENERAL INSTRUCTIONS		
#1	The items to be furnished by the Bidder on this Quote must be of the latest possible design and production.	I acknowledge and I understand

#2	Time is of the essence in the performance of this contract.	I acknowledge and I understand
#3	Successful bidder will designate a representative who will be available during regular City business hours to serve as a primary contact for the City in the implementation of this supply agreement and if any issues arise regarding the product	I acknowledge and I understand
#4	The City of Spokane reserves the right to accept or reject any variance from the published specifications and to award the Bid in a manner that is most advantageous to the continued efficient operation of the City.	I acknowledge and I understand
#5	The City reserves the right to accept or reject any part of or all Quotes and to accept the Quote deemed to be in the best interest of the City.	I acknowledge and I understand
#6	The City of Spokane reserves the option of awarding by type or grouping, or by any manner most advantageous for the City. The City may choose more than one Vendor making multiple awards.	I acknowledge and I understand
#7	Bidder should be aware that Bid may be rejected if all questions are not completely and correctly answered.	I acknowledge and I understand
SPECIAL INSTRUCTIONS - GENERAL		
#1	If the product differs from the provisions contained herein, these differences must be explained in detail.	I acknowledge and I understand
#2	Vendors found to have "overstated" the true ability of their product shall reimburse the City for all costs incurred with remanufacturing or replacement of units until all criteria has been satisfied. These costs shall also include legal, rentals, travel, etc.	I acknowledge and I understand

#3	The omission of any standard feature described herein shall not void the bidder's responsibility to furnish a complete unit with all standard equipment of the manufacturer's latest model and design. Equipment to be furnished shall be new and unused unless a demo unit is specified.	I acknowledge and I understand
#4	Successful bidder shall furnish standard warranty. State Warranty Here:	90-day warranty. Warranty voided for misuse or misapplication.
#5	Federal and State laws governing this product and its final certification must be satisfied	I acknowledge and I understand
#6	It shall be the Supplier's responsibility to conform to all Federal Standards for certification.	I acknowledge and I understand
#7	Delivery time shall be a consideration of awarding this contract. Therefore the City requests a completed delivery date as soon as possible after receipt of the purchase order.	I acknowledge and I understand
TECHNICAL SPECIFICATIONS		
#1	Any technical specifications and general provisions listed are the minimum acceptable requirements and failure to comply may be used as a basis for rejection of the Bid.	I acknowledge and I understand
#2	Any references herein to a particular make or model number are intended not to be restrictive, but to set forth an acceptable level of quality and design.	I acknowledge and I understand
#3	Awarded Vendor(s) would be responsible for providing: Hoses, Tubing, Fittings and Related Items, and Fabrication of Hose Assemblies, listed on RFQ 6425-25 Pricing Pages, located in Document Tab, As Needed Over Five-Year Period For Various City of Spokane Departments.	I acknowledge and I understand

#3.1	<p>Hose Assembly Specifications.</p> <p>There are no-set specifications for hose assemblies. Vendor would be responsible for fabricating Hose Assemblies as needed based on varying specifications provided by the various City department at time of placing order with vendor.</p>	I acknowledge and I understand
#3.1.1	<p>The Vendor guarantees all work, labor and materials for one (1) year following final acceptance of the Work. If any unsatisfactory condition or defect develops within that time, the Vendor shall immediately place the Work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply to Work, which has been abused or neglected by the City.</p>	I acknowledge and I understand
#3.2	<p>ADDITIONAL HOSES, TUBING, FITTINGS AND RELATED ITEMS: Should it be realized, at a later point in time, that additional hoses, tubing, fittings and related items are needed that are not currently listed on the "Pricing Form", the Vendor shall provide its pricing inclusive of percentage discount or markup that would be applicable at the future points in time when it is realized by the City of Spokane, that additional item(s) are needed that are not currently listed on the pricing form. For additional items or related items not listed of Pricing Form, the City of Spokane would be responsible for contracting Vendor at future points in time to obtain Vendor's current pricing reflecting vendor's percentage markup or discount.</p>	
#4	<p>Vendor shall state average lead time for delivery of commonly stocked items in calendar days from receipt of an order. Enter number of calendar days here:</p>	Same day

#5	Bidders must submit cover letters stating qualifications for providing Hoses, Tubing, Fittings and Related Items, and Fabrication of Hose Assemblies listed on RFQ 6425-25 Pricing Pages for various City departments over a five-year period. Upload Here:	RFQ_6423-25PROPOSAL.docx
#	If you took exception to above, explain in detail.	
PRICING		
#1	Sales Tax: 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 bidder's unit pricing. All submissions shall be tabulated by the City who with the applicable sales tax rate whether that tax shall be charged through the Vendor or paid by the City as use tax	I acknowledge and I understand
#2	The winning Vendor shall receive a five-year Value Blanket Order Contract, upon which as-needed Release Orders would be placed against by various City Departments. Payment would only be made for actual orders placed, delivered and accepted in accordance with the contract current unit pricing. Vendor's prices shall be firm throughout the first year, 10/1/25 through 9/30/2026, unless due to extraordinary circumstances as documented by the Vendor and concurred with by the City, else annual pricing adjustments on the anniversary of the award with justification.	I acknowledge and I understand
#3	Annual Estimated Quantities listed on Pricing Pages are estimates only and are not to be construed as firm or guaranteed. Quantities, when used, are estimates only and are given for the purpose of comparing quotes on a uniform basis. Quantities shall be bid on a more or less basis. Actual usage may be more or less.	I acknowledge and I understand

#4	Vendor is responsible for all associated freight cost for any item types listed on Pricing Page that are commonly stocked by the Vendor to include delivery to applicable City Department placing orders.	I acknowledge and I understand
#4.1	Freight cost for non-stocked items will be prepay and add. The City reserves the right to request copies of all freight invoices incurred by vendor.	I acknowledge and I understand
#5	Vendor to provide a Percentage Markup to be applied to the Vendor's overall total cost to fabricate a hose assembly, taking account required labor and all associated material costs (to include but not limited to required hose, end caps, fittings, and needed hardware). Percentage markup would remain unchanged throughout the life of the 5-year resulting value blanker order.	I acknowledge and I understand
#5.1	Vendor is responsible for all associated freight for materials needed to fabricate hose assemblies to include delivery to applicable City Department placing order; unless material item types needed to fabricate an assembly are not commonly stocked by the Vendor.	I acknowledge and I understand
#5.2	Freight cost for non-stocked items needed to fabricate hose assemblies will be prepay and add. The City reserves the right to request copies of all freight invoices incurred by vendor.	I acknowledge and I understand
#6	Bidder must complete and upload "RFQ 6423-25 Pricing Pages (43 Pages)" located in the "Documents" tab. Unit Pricing shall not include tax. Upload Here:	City_Spokane_RFQ6423_25_Pricing_Pages_(43-pages).xlsx

#7	Adjustments to pricing shall be the result of increases at the manufacturer's level, incurred after contract commencement date, shall not produce a higher profit margin than that on the original Contract. Vendor must clearly identify the items impacted by the increase, and be accompanied by documentation acceptable to Spokane City sufficient to justify the requested increase. Spokane City will be the sole judge as to the acceptability of sources. Acceptance of a request will be at the sole discretion of Spokane City.	I acknowledge and I understand
#7.1	Approved price adjustments shall remain unchanged for at least 12 months thereafter unless due to extraordinary circumstances as documented by the Contractor and concurred with by the City.	I acknowledge and I understand
#7.2	An approved price increase will become effective after the approval of the increase.	I acknowledge and I understand
#7.3	Retroactive price increase adjustments will not be considered.	I acknowledge and I understand
#7.4	Failure to reach agreement on a request for an increase in price(s) can, at the sole option of the City, result in the termination of the Contract.	I acknowledge and I understand
#8	If you took exception to above, explain in detail.	
ADDITIONAL DOCUMENTS BIDDER WOULD LIKE TO UPLOAD		
#1	If you have additional information/documents to submit, upload them here.	
#2	If you have additional information/documents to submit, upload them here.	
#3	If you have additional information/documents to submit, upload them here.	
#4	If you have additional information/documents to submit, upload them here.	

#5

If you have additional
information/documents to submit,
upload them here.

FABRICATION OF HOSE ASSEMBLIES

Vendor to provide a Percentage Markup to be applied to the Vendor's overall total cost to fabricate a hose assembly, taking account required labor and all associated material costs (to include but not limited to required hose, end caps, fittings, and needed hardware). Percentage markup would remain unchanged throughout the life of the 5-year resulting value blanker order. **Enter Vendor's Percentage Markup here:**

Pricing for assembly to be determined at the time of order placement per technical specification 3.1, throughout the life of the contract. Total assembly cost would be comprised of all parts, material, and labor(% markup is not applicable).

Vendor is responsible for all associated freight for materials needed to fabricate hose assemblies to include delivery to applicable City Department placing order; unless material item types needed to fabricate an assembly are not commonly stocked by the Vendor. **Freight cost for non-stocked items needed to fabricate hose assemblies will be prepay and add.**

ADDITIONAL HOSES, TUBING, FITTINGS AND RELATED ITEMS

Should it be realized, at a later point in time, that additional hoses, tubing, fittings and related items are needed that are not currently listed on the "Pricing Form", the Vendor shall provide its pricing inclusive of percentage discount or markup that would be applicable at the future points in time when it is realized by the City of Spokane, that additional item(s) are needed that are not currently listed on the pricing form. For additional items or related items not listed of Pricing Form, the City of Spokane would be responsible for contracting Vendor at future points in time to obtain Vendor's current pricing reflecting vendor's percentage markup or discount.

Vendor is responsible for all associated freight cost for any item types listed on Pricing Page that are commonly stocked by the Vendor to include delivery to applicable City Department placing orders. **Freight cost for non-stocked items will be prepay and add.**

HOSE ITEMS

Item Number	Description	Manufacturer	Sell Unit of Measure	Annual Estimated Qty More Or Less	Enter Unit Price Per Stated Sell Unit of Measure	Is Item Commonly Stocked by Bidder. <u>Enter Yes or No</u>	Is Bidder Quoting Or-Equal. <u>Enter Yes or No</u>	Part Number and Manufacturer er if Quoting Or-Equal
1/2#10	Hose, General Purpose Air Hose, 250 psi Color Red. AIR-#10 GEN PURP 1/2" Inside Diameter	CONTITECH	FT	1	1.6	Yes	No	
1/2#10BK	Hose, General Purpose Air Hose, 200 psi Color Black. AIR-#10 GEN PURP 1/2" Inside Diameter	CONTITECH	FT	1	1.21	Yes	No	
1#10	Hose, General Purpose Air Hose, 250 psi Color Red. AIR-#10 GEN PURP 1" Inside Diameter	CONTITECH	FT	1	3.45	Yes	No	
1 1/2#10	Hose, General Purpose Air Hose, 250 psi Color Red. AIR-#10 GEN PURP 1-1/2" Inside Diameter	CONTITECH	FT	1	7.71	Yes	No	
1 1/4#10	Hose, General Purpose Air Hose, 250 psi Color Red. AIR-#10 GEN PURP 1-1/4" Inside Diameter	CONTITECH	FT	1	6.79	Yes	No	
3/4#10	Hose, General Purpose Air Hose, 250 psi Color Red. AIR-#10 GEN PURP 3/4" Inside Diameter	CONTITECH	FT	1	2.45	Yes	No	
3/4#10BK	Hose, General Purpose Air Hose, 200 psi Color Black. AIR-#10 GEN PURP 3/4" Inside Diameter	CONTITECH	FT	1	1.9	Yes	No	

3/8#10	Hose, General Purpose Air Hose, 250 psi Color Red. AIR-#10 GEN PURP 3/8" Inside Diameter	CONTITECH	FT	1	1.19	Yes	No		Contitech
2ACID	ACID/CHEMICAL HOSE 2" ID	CONTITECH	IN	1	1.84	Yes	Yes	2FABCHEM	
21/2WTRSUC	WATER SUCTION HOSE 2-1/2ID	CONTITECH	IN	1	0.79	Yes	No		
H28006-250R	Hydraulic Hose - 3/8 in ID, 0.71 in OD, 5800 psi Working Pressure, 23200 psi Burst Pressure, Synthetic Rubber Cover, Synthetic Rubber Tube	DANFOSS	FT	1	8.04	Yes	No		Kanaflex
H10008	WHD HOSE PUSHLOK	DANFOSS	IN	1	0.78	Yes	No		
4HT	Flexaust® Heavy weight Santoprene thermoplastic rubber wall hose construction reinforced with a spring steel wire helix	FLEXHAUST	FT	1	7.6	Yes	No		
1/4R1T	SAE 100R1AT - Medium Pressure - Generic R1T Series Hose	GATES	FT	1	1.26	Yes	No		Kanaflex
1FR15S	Interlock Metal Hose - Stainless Steel Type 302 Size	HOSEMASTER	FT	1	#N/A	No	No		
3#390SD	KANAFLEX 390SD Suction and Discharge Hose. EPDM rubber, polyethylene helix, synthetic braiding, smooth bore, corrugated O.D. Lightweight and flexible.	KANAFLEX	FT	1	10.26	Yes	No		
10"180AR	KANAFLEX ABRASION RESISTANT SUCTION HOSE (flexVAC)	KANAFLEX	IN	1	10.67	Yes	No	10#180AR	Kanaflex
8"180AR	KANAFLEX ABRASION RESISTANT SUCTION HOSE (flexVAC)	KANAFLEX	IN	1	6.41	Yes	No	8#180AR	Kanaflex

11/2PLASTER	PLASTER / CONCRET	KURIYAMA	FT	1	12.47	Yes	No	
1/4HYDTUBE	TUBING HYDRAULIC	MARMON KEYSTONE	FT	1	2.54	Yes	No	
25DJ800-100	FIRE HOSE DJ 800#	NATIONAL FIRE	FT	1	6.96	Yes	No	
11/2#110	PACIFIC ECHO SPIRALITE® 110 PVC GREEN STANDARD SUCTION HOSE	PACIFIC ECHO	FT	1	1.58	Yes	No	
2#110	PACIFIC ECHO SPIRALITE® 110 PVC GREEN STANDARD SUCTION HOSE	PACIFIC ECHO	FT	1	2.44	Yes	No	
11/2#125-01	PACIFIC ECHO SPIRALITE® 125-01 PVC CLEAR CORRUGATED SUCTION HOSE	PACIFIC ECHO	FT	1	3.1	Yes	No	
10#195-01	PACIFIC ECHO SPIRALITE® 195-01 PVC CLEAR HEAVY DUCT HOSE	PACIFIC ECHO	IN	1	6.31	Yes	No	
5/8HEATER	HEATER HOSE-EPDM	PARKER	FT	1	1.8	Yes	No	
1/4PUSHLOK	HOSE PUSH-LOK 1/4	PARKER	FT	1	2.04	Yes	No	
5/16PUSHLOK	HOSE PUSH-LOK 5/1	PARKER	FT	1	3.02	Yes	No	
7219-150	PKR E-Z FORM 1 1/	PARKER	FT	1	30.98	Yes	No	
PL-04	HOSE PUSH-LOK-CPE	ROADRUNNER	FT	1	5.5	Yes	No	
70-200	BLUE SILICONE HOSE 2"	SHORE USA	FT	1	16.66	Yes	No	
80-062	SILICONE HEATER HOSE 5/8"	SHORE USA	IN	1	0.4	Yes	No	

NT10008GN500	NYLON TUBING J844 1/2 GREEN	SLOAN	FT	1	1.1	Yes	No	
PT24006BK1000	POLY TUBE 3/8 BLACK	SLOAN	FT	1	0.24	Yes	No	
11/2#210	SUN-FLOW BLUE DISCHARGE HOSE	SUNFLO	FT	1	0.59	Yes	No	
2#210	SUN-FLOW BLUE DISCHARGE HOSE	SUNFLO	FT	1	0.68	Yes	No	
21/2#210	SUN-FLOW BLUE DISCHARGE HOSE	SUNFLO	FT	1	1.41	Yes	No	
8#220	SUN-FLOW RED DISCHARGE HOSE	SUNFLO	FT	1	20.42	Yes	No	
6#210	SUN-FLOW BLUE DISCHARGE HOSE	SUNFLO	FT	1	3.85	Yes	No	
6#220	SUN-FLOW RED DISCHARGE HOSE	SUNFLO	FT	1	10.73	Yes	No	
R115-10	TITEFLEX EXTRUFED HOSE	TITEFLEX	FT	1	5.54	Yes	No	
R115-12T	TITEFLEX EXTRUFED HOSE	TITEFLEX	FT	1	10.24	Yes	No	
200-3004	MARINE SOFTWALL WET EXHUAST & WATER HOSE 3" ID	TRIDENT MARINE	FT	1	23.08	Yes	No	
T187-CN	BRAKEQUIP 3/16 OD EZIBEND COPPER TUBE	BRAKEQUIP	IN	1	0.2	Yes	No	
1/2#510	PVC TUBING #510 1/2-5/8	PACIFIC ECHO	FT	1	0.38	Yes	No	
3/4#510	PVC TUBING #510 3/4- 1" C	PACIFIC ECHO	FT	1	1.07	Yes	No	

11/2#410	PVC TUBING CLEAR BRAID	PACIFIC ECHO	FT	1	6.78	Yes	No	
1/2#410	PVC TUBING CLEAR BRAID	PACIFIC ECHO	FT	1	1.1	Yes	No	
3/4#410	PVC TUBING CLEAR BRAID	PACIFIC ECHO	FT	1	1.72	Yes	No	
5/16#410	PVC TUBING CLEAR BRAID	PACIFIC ECHO	FT	1	1.29	Yes	No	
2#115	PVC CLEAR SUCTION HOSE	PACIFIC ECHO	FT	1	2.44	Yes	No	
3#115	PVC CLEAR SUCTION HOSE	PACIFIC ECHO	FT	1	4.6	Yes	No	
PT24006BK1000	POLY TUBE 3/8 BLACK	SLOAN	FT	1	0.24	Yes	No	
20FDHX-10MJ	HYD ADP #20 FDIN	ADAPTALL	EA	1	20.5	Yes	No	
L-11-50-BK	ZIP TIE BLACK 11" (Pack of 100)	ADVANCED CABLE TIE	Per PKG of 100	1	5.62	Yes	No	
L-14-120-BK	ZIP TIE BLACK 14" (Pack of 100)	ADVANCED CABLE TIE	Per PKG of 101	1	13.15	Yes	No	
L-7-50-BK	ZIP TIE BLACK 7" (Pack of 100)	ADVANCED CABLE TIE	Per PKG of 102	1	3.34	Yes	No	
L-8-40-PU	ZIP TIE PURPLE 8" (Pack of 100)	ADVANCED CABLE TIE	Per PKG of 103	1	6.07	Yes	No	
L-7-50-WT	ZIP TIE WHITE 7" (Pack of 100)	ADVANCED CABLE TIE	Per PKG of 104	1	3.26	Yes	No	
WB1380	AGT FIL/REG PIGBK	AGT	EA	1	97.9	Yes	No	
T42-D	AGT OPEN AIR CHUC	AGT	EA	1	8.78	Yes	No	
LF10-4H-MP	AGT- PRESSURE SWI	AGT	EA	1	26.16	Yes	No	
WR1130G	AGT REG W/GAUGE 1	AGT	EA	1	20.24	Yes	Yes	W1140
6390	AIRCAT NEEDLE SCA	AIRCAT	EA	1	244.8	Yes	No	
5/16SSTUBE	TUBING 304 SS 5/1	ALCOBRA METALS	FT	1	4.57	Yes	No	
50-15DJ800IPT	FIRE ASSY 11/2" D	AMERICAN FIRE	EA	1	252	Yes	No	

Interstate Pneumatics

C10	AIR COUPLER FPT 1	AMFLO	EA	1	16.9	Yes	No	
C2R	AIR COUPLER FPT H	AMFLO	EA	1	7.76	Yes	No	
C90	AIR COUPLER HI-FL	AMFLO	EA	1	7.86	Yes	No	
C21	AIR COUPLER MPT 1	AMFLO	EA	1	6.09	Yes	No	
C1	AIR COUPLER STL M	AMFLO	EA	1	6.65	Yes	No	
CP2	AIR PLUG FPT 1/4	AMFLO	EA	1	1.54	Yes	No	
CP20AMF	AIR PLUG FPT 1/4	AMFLO	EA	1	1.4	Yes	No	
CP90	AIR PLUG HI-FLO F	AMFLO	EA	1	2.14	Yes	No	
CP91	AIR PLUG HI-FLO M	AMFLO	EA	1	2.1	Yes	No	
CP1	AIR PLUG MPT 1/4	AMFLO	EA	1	1.47	Yes	No	
205D	AMFLO BLOWGUN UNI	AMFLO	EA	1	16.96	Yes	No	
100D	AMFLO INFLATOR UN	AMFLO	EA	1	46.92	Yes	No	
135AMF	AMFLO INFLATR GAU	AMFLO	EA	1	85.92	Yes	No	
700AMF	BR TANK VALVE 1/8	AMFLO	EA	1	1.29	Yes	No	
701	BR TANK VALVE 1/8	AMFLO	EA	1	8.29	Yes	No	
CST10B	COUPLER BR ST-THR	AMFLO	EA	1	29	Yes	No	
CST6B	COUPLER BR ST-THR	AMFLO	EA	1	9.04	Yes	No	
CPST6B	PLUG BR ST-THRU F	AMFLO	EA	1	3.78	Yes	No	
CPST7B	PLUG BR ST-THRU M	AMFLO	EA	1	5.84	Yes	No	
CPST10	PLUG ST-THRU FPT	AMFLO	EA	1	10.8	Yes	No	
7629-12	O-RING MORB #12	APG	EA	1	0.07	Yes	No	
OR-219	O-RING NITRILE 1.	APG	EA	1	0.08	Yes	No	

OR-163	O-RING NITRILE 6	APG	EA	1	0.4	Yes	No	
OR-117	O-RING NITRILE.81	APG	EA	1	0.04	Yes	No	
OR-225	O-RING NITRILE1.8	APG	EA	1	0.12	Yes	No	
OR-230	O-RING NITRILE2.5	APG	EA	1	0.16	Yes	No	
16-252URE	O-RING SEAL #16FL	APG	EA	1	3.62	Yes	No	
70-103-01	Valve APOLLO BR 1/2	APOLLO	EA	1	43.11	Yes	No	
70-101-01	Valve APOLLO BR 1/4	APOLLO	EA	1	43.1	Yes	No	
70-107-01	Valve APOLLO BR 1 1/2"	APOLLO	EA	1	191.7	Yes	No	
70-104-01	Valve APOLLO BR 3/4	APOLLO	EA	1	71.09	Yes	No	
70-603-01	Valve APOLLO BR 3- WAY 1	APOLLO	EA	1	78.15	Yes	No	
JS306	BAND-IT JR GAL 13	BANDIT	EA	1	1.73	Yes	No	
JS311	BAND-IT JR GAL 3"	BANDIT	EA	1	2.8	Yes	No	
1/8CPL	BLACK PIPE MERCHA	BAXTER	EA	1	3.5	Yes	No	
1/8-3N	BLACK PIPE NIP	BAXTER	EA	1	4.62	Yes	No	
3-2BR	BLACK PIPE BELL R	BAXTER	EA	1	80.66	Yes	No	
3-2BU	BLACK PIPE BUSH	BAXTER	EA	1	26.3	Yes	No	
3/4CLN	BLACK PIPE CLOSE	BAXTER	EA	1	3.86	Yes	No	
3/4CPL	BLACK PIPE MERCHA	BAXTER	EA	1	8.5	Yes	No	
3/4-2N	BLACK PIPE NIP	BAXTER	EA	1	4.1	Yes	No	
3/490STEL	BLACK PIPE STREET	BAXTER	EA	1	8.42	Yes	No	
3/4TEE	BLACK PIPE TEE	BAXTER	EA	1	7.82	Yes	No	
21/290EL-G	GALV PIPE ELBOW 9	BAXTER	EA	1	24.39	Yes	No	

70660	BLUE MONSTER TEFL	BLUE MONSTER	EA	1	1.45	Yes	No	
70885	BLUE MONSTER TEFL	BLUE MONSTER	EA	1	5.51	Yes	No	
BQ9180	BQ TUBE NUT M12x1	BRAKEQUIP	EA	1	2.62	Yes	No	
T375-25CN	BQ TUBE COPPER NI	BRAKEQUIP	FT	1	5.06	Yes	No	
10028H	BREEZE AERO CS 1	BREEZE	EA	1	1.12	Yes	No	
10010H	BREEZE AERO CS 9/	BREEZE	EA	1	0.97	Yes	No	
20028H	BREEZE AERO SS 1	BREEZE	EA	1	1.17	Yes	No	
20012H	BREEZE AERO SS 11	BREEZE	EA	1	1.05	Yes	No	
20010H	BREEZE AERO SS 9/	BREEZE	EA	1	1.02	Yes	No	
FI4PB	BREEZE FUEL INJEC	BREEZE	EA	1	0.36	Yes	No	
9212H	BREEZE LINED 11/1	BREEZE	EA	1	0.92	Yes	No	
9244H	BREEZE LINED 2 5/	BREEZE	EA	1	1.07	Yes	No	
9206H	BREEZE LINED 7/16	BREEZE	EA	1	0.88	Yes	No	
9210H	BREEZE LINED 9/16	BREEZE	EA	1	0.9	Yes	No	
3505BRE	BREEZE MINI CS 5/	BREEZE	EA	1	0.42	Yes	No	
3506BRE	BREEZE MINI CS 7/	BREEZE	EA	1	0.42	Yes	No	
TB138	T-BOLT SS 1 3/8"	BREEZE	EA	1	4.98	Yes	No	
TB188	T-BOLT SS 17/8"-2	BREEZE	EA	1	4.82	Yes	No	
TB213	T-BOLT SS 2 1/8"	BREEZE	EA	1	4.21	Yes	No	
TB325	T-BOLT SS 3 1/4"	BREEZE	EA	1	4.24	Yes	No	
TB450	T-BOLT SS 4 1/2"	BREEZE	EA	1	4.46	Yes	No	
D1169-8-8S	BR 1100 DOT 1/2 T	CMATIC	EA	1	7.42	Yes	No	

D1180-8S	BR 1100 DOT 1/2 T	CMATIC	EA	1	10.98	Yes	No	
D1165-4	BR 1100 DOT 1/4 T	CMATIC	EA	1	3.67	Yes	No	
D1168-4	BR 1100 DOT 1/4 T	CMATIC	EA	1	2.26	Yes	No	
D1168-4-4	BR 1100 DOT 1/4 T	CMATIC	EA	1	2.45	Yes	No	
D1169-4-4S	BR 1100 DOT 1/4 T	CMATIC	EA	1	3.62	Yes	No	
D1169-4-6S	BR 1100 DOT 1/4 T	CMATIC	EA	1	4.51	Yes	No	
D1169-4S	BR 1100 DOT 1/4 T	CMATIC	EA	1	3.36	Yes	No	
D1168-6	BR 1100 DOT 3/8 T	CMATIC	EA	1	2.62	Yes	No	
D1169-6-2S	BR 1100 DOT 3/8 T	CMATIC	EA	1	5.35	Yes	No	
D1169-10S	BR 1100 DOT 5/8 T	CMATIC	EA	1	13.2	Yes	No	
D1162-3	BR 1100 DOT UNION	CMATIC	EA	1	6.82	Yes	No	
D1162-4	BR 1100 DOT UNION	CMATIC	EA	1	3.61	Yes	No	
D1162-6	BR 1100 DOT UNION	CMATIC	EA	1	4.55	Yes	No	
D1162-8	BR 1100 DOT UNION	CMATIC	EA	1	6.24	Yes	No	
C1169-4S	BR C1100 1/4 TUBE	CMATIC	EA	1	3.59	Yes	No	
150USE	AIR COUPLER COMBO	COIL HOSE	EA	1	18.52	Yes	No	
NSG-19-M-110-135	CONRADER- UNLOADE	CONRADER	EA	1	79.48	Yes	No	
AIRKING50	AIR-HOSE ASSY*200	CONTINENTAL	EA	1	100.38	Yes	No	
25-3/8#10	AIR-HOSE ASSY* 25	CONTITECH	EA	1	32.92	Yes	No	
50-3/8#10	AIR-HOSE ASSY* 50	CONTITECH	EA	1	62.65	Yes	No	
16C2AT-16RFJX	-R/U C2AT 1" HOSE	CONTITECH	EA	1	90.98	Yes	No	
5089	CRC. BRAKLEEN RED	CRC	EA	1	16.42	Yes	Yes	05089

CRC

3020	CRC. KNOCK'ER LOO	CRC	EA	1	20.97	No	Yes	03020	CRC
14072	CRC. RTV SILICONE	CRC	EA	1	47.75	Yes	No		
2010UK-2400M4M4PX	N/S CRP 200'x3/8"	CRP	EA	1	1596	No	Yes	2010UK-2400M4M4PX	CRP
2010UK-1200M4M4PX	N/S CRP 3/8" X 10	CRP	EA	1	830	No	Yes	2010UK-1200M4M4PX	CRP
08E-610	HYD "E" 1/2 HOSE	DANFOSS	EA	1	8.28	Yes	No		
08U-M08	HYD "U" 1/2 HOSE	DANFOSS	EA	1	17.18	Yes	No		
06916E-616	HYD 069 #16 HOSE	DANFOSS	EA	1	14.93	Yes	No		
06916E-696	HYD 069 #16 HOSE	DANFOSS	EA	1	33.15	Yes	No		
16Z-676	WHD "Z" 1" HOSE	DANFOSS	EA	1	80.74	Yes	No		
08Z-J08	WHD "Z" 1/2 HOSE	DANFOSS	EA	1	20.82	Yes	No		
08Z-108	WHD "Z" 1/2 HOSE	DANFOSS	EA	1	12.58	Yes	No		
08Z-606	WHD "Z" 1/2 HOSE	DANFOSS	EA	1	16.82	Yes	No		
08Z-608	WHD "Z" 1/2 HOSE	DANFOSS	EA	1	15.28	Yes	No		
08Z-650	WHD "Z" 1/2 HOSE	DANFOSS	EA	1	29.82	Yes	No		
08Z-668	WHD "Z" 1/2 HOSE	DANFOSS	EA	1	32.32	Yes	No		
08Z-688	WHD "Z" 1/2 HOSE	DANFOSS	EA	1	28.92	Yes	No		
04Z-054	WHD "Z" 1/4 HOSE	DANFOSS	EA	1	21.68	Yes	No		
04Z-604	WHD "Z" 1/4 HOSE	DANFOSS	EA	1	10.34	Yes	No		
04Z-605	WHD "Z" 1/4 HOSE	DANFOSS	EA	1	11.38	Yes	No		
04Z-606	WHD "Z" 1/4 HOSE	DANFOSS	EA	1	11.38	Yes	No		
04Z-664	WHD "Z" 1/4 HOSE	DANFOSS	EA	1	22.14	Yes	No		
04Z-666	WHD "Z" 1/4 HOSE	DANFOSS	EA	1	26.22	Yes	No		

04Z-684	WHD "Z" 1/4 HOSE	DANFOSS	EA	1	25.36	Yes	No	
12Z-A32	WHD "Z" 3/4 HOSE	DANFOSS	EA	1	65.24	Yes	No	
12Z-S72	WHD "Z" 3/4 HOSE	DANFOSS	EA	1	44.48	Yes	No	
12Z-512	WHD "Z" 3/4 HOSE	DANFOSS	EA	1	20.56	Yes	No	
12Z-612	WHD "Z" 3/4 HOSE	DANFOSS	EA	1	25.08	Yes	No	
12Z-616	WHD "Z" 3/4 HOSE	DANFOSS	EA	1	33.84	Yes	No	
12Z-672	WHD "Z" 3/4 HOSE	DANFOSS	EA	1	53.94	Yes	No	
06Z-A26	WHD "Z" 3/8 HOSE	DANFOSS	EA	1	30.7	Yes	No	
06Z-A66	WHD "Z" 3/8 HOSE	DANFOSS	EA	1	33.56	Yes	No	
06Z-L66	WHD "Z" 3/8 HOSE	DANFOSS	EA	1	30.22	Yes	No	
06Z-R06	WHD "Z" 3/8 HOSE	DANFOSS	EA	1	19.12	Yes	No	
06Z-S66	WHD "Z" 3/8 HOSE	DANFOSS	EA	1	20.9	Yes	No	
06Z-S68	WHD "Z" 3/8 HOSE	DANFOSS	EA	1	23	Yes	No	
06Z-056	WHD "Z" 3/8 HOSE	DANFOSS	EA	1	22.18	Yes	No	
06Z-604	WHD "Z" 3/8 HOSE	DANFOSS	EA	1	13.26	Yes	No	
06Z-606	WHD "Z" 3/8 HOSE	DANFOSS	EA	1	12.04	Yes	No	
06Z-688	WHD "Z" 3/8 HOSE	DANFOSS	EA	1	22.42	Yes	No	
10Z-A30	WHD "Z" 5/8 HOSE	DANFOSS	EA	1	44.08	Yes	No	
10Z-S70	WHD "Z" 5/8 HOSE	DANFOSS	EA	1	36.46	Yes	No	
10Z-S72	WHD "Z" 5/8 HOSE	DANFOSS	EA	1	37.36	Yes	No	
4SA20FJ16	WHD 4S 1" HOSE-#2	DANFOSS	EA	1	102.6	Yes	No	
4SA20FR16	WHD 4S 1" HOSE-#2	DANFOSS	EA	1	124.18	Yes	No	

H28006-250R	WHD HOSE SAE100R1	DANFOSS	FT	1	8.04	Yes	No	
FGH-12FPTSW	BR FGH-1/2 FPT SW	DIXON	EA	1	6.68	Yes	No	
MGH-14FPT	BR MGH-1/4 FPT	DIXON	EA	1	3.66	Yes	No	
MGH-34FPT	BR MGH-3/4 FPT	DIXON	EA	1	3.66	Yes	No	
MGH-34MPT	BR MGH-3/4 MPT	DIXON	EA	1	4.28	Yes	No	
11/2F-AL	CAMLOK AL; 11/2"	DIXON	EA	1	19.76	Yes	No	
2F-AL	CAMLOK AL; 2" MCA	DIXON	EA	1	20.48	Yes	No	
21/2C-AL	CAMLOK AL; 21/2"	DIXON	EA	1	74.76	Yes	No	
21/2F-AL	CAMLOK AL; 21/2"	DIXON	EA	1	40.74	Yes	No	
3GSK	CAMLOK GASKET- BU	DIXON	EA	1	1.12	Yes	No	
4GSK	CAMLOK GASKET- BU	DIXON	EA	1	1.48	Yes	No	
6GSK	CAMLOK GASKET- BU	DIXON	EA	1	4.28	Yes	No	
1GSK-TFEN	CAMLOK GASKET- TE	DIXON	EA	1	7.12	Yes	No	
3/4D-SS	CAMLOK SS; 3/4 FC	DIXON	EA	1	62.64	Yes	No	
4D-SS	CAMLOK SS; 4" FCA	DIXON	EA	1	250.64	Yes	No	
4A-SS	CAMLOK SS; 4" MCA	DIXON	EA	1	181.88	Yes	No	
AM8	DIXON AIR KING FE	DIXON	EA	1	10.02	Yes	No	
AM11	DIXON AIR KING HO	DIXON	EA	1	12.24	Yes	No	
AM7	DIXON AIR KING MA	DIXON	EA	1	10.2	Yes	No	
OA73	DIXON BARB 3/8-F	DIXON	EA	1	3.22	Yes	No	
GM28P	DIXON BOSS EZ MAL	DIXON	EA	1	51.66	Yes	No	
GHW	DIXON FGH WASHER	DIXON	EA	1	0.08	Yes	No	

STC20	DIXON KING NIP PL	DIXON	EA	1	13	Yes	No	
STC2015	DIXON KING NIP PL	DIXON	EA	1	15.44	Yes	No	
STC25	DIXON KING NIP PL	DIXON	EA	1	15.12	Yes	No	
STC2520	DIXON KING NIP PL	DIXON	EA	1	23.56	Yes	No	
STC30	DIXON KING NIP PL	DIXON	EA	1	27.1	Yes	No	
DM11	DIXON MENDER 1"	DIXON	EA	1	8.12	Yes	No	
09QC	GH Q-D M-FGH SET	DIXON	EA	1	16.66	Yes	No	
TBH750	T-BOLT SS HD 7 1/	DIXON	EA	1	20.98	Yes	No	
HPBV-#8-V	BALL VALVE STEEL	Dixon Valve	EA	1	45.9	Yes	No	
HP4-B	PROTECTOR SLEEVE	EPHA	EA	1	5.22	Yes	No	
25G-L-1000	GAUGE 21/2" GLY 1	ESP	EA	1	38.32	Yes	No	
25G-L-15	GAUGE 21/2" GLY 1	ESP	EA	1	38.32	Yes	No	
25G-L-160	GAUGE 21/2" GLY 1	ESP	EA	1	38.32	Yes	No	
25G-L-300	GAUGE 21/2" GLY 1	ESP	EA	1	42.16	Yes	No	
25G-L-600	GAUGE 21/2" GLY 1	ESP	EA	1	38.32	Yes	No	
40G-L-1000	GAUGE 4" GLY 1/4	ESP	EA	1	97.16	Yes	No	
11/4SLEEVE	COIL SLEEVE H-DUT	F&R MFG	FT	1	3.03	Yes	No	
25219	FAST ORANGE PUMIC	FAST ORANCE	EA	1	26.1	Yes	No	
RB-4	RUBBER BALL STOP	FASTOOL	EA	1	20.74	Yes	No	
4HT	FLEXAUST THERMO P	FLEXHAUST	FT	1	7.6	Yes	No	
4G-4FJX9S	GATES MC 1/4 BARB	GATES	EA	1	23.02	Yes	No	
12G-12MBX	GATES MC 3/4 BARB	GATES	EA	1	40.46	Yes	No	

12G-12MPX	GATES MC 3/4 BARB	GATES	EA	1	35.84	Yes	No	
1/4R1T	HYDRAULIC SAE100R	GATES	FT	1	1.26	Yes	No	
05VMETAL	GH SHUTOFF METAL	GILMOUR	EA	1	7.58	Yes	No	
29L-66-P	POLY BARB ELBOW 3	GREANLEAF	EA	1	0.86	Yes	No	
29T-6-P	POLY BARB TEE 3/8	GREANLEAF	EA	1	1.13	Yes	No	
HB150	POLY KING NIP POL	GREANLEAF	EA	1	2.96	Yes	No	
HB300-90	POLY KING NIP POL	GREANLEAF	EA	1	36.62	Yes	No	
1/2-1/4BU-P	POLY PIPE BUSH	GREANLEAF	EA	1	0.88	Yes	No	
1/490STEL-P	POLY PIPE STREET	GREANLEAF	EA	1	2.68	Yes	No	
11/290STEL-P	POLY PIPE STREET	GREANLEAF	EA	1	6.86	Yes	No	
1/2TEE-P	POLY PIPE TEE	GREANLEAF	EA	1	3.39	Yes	No	
1CS-PP	TER CAMLOK PP 1"	GREANLEAF	EA	1	11.76	Yes	No	
1F-PP	TER CAMLOK PP 1"	GREANLEAF	EA	1	5.38	Yes	No	
11/2DS-PP	TER CAMLOK PP 11/	GREANLEAF	EA	1	15.2	Yes	No	
11/2E-PP	TER CAMLOK PP 11/	GREANLEAF	EA	1	5.38	Yes	No	
2CS-PP	TER CAMLOK PP 2"	GREANLEAF	EA	1	16.78	Yes	No	
1E-PP	TER CAMLOK PP* 1"	GREANLEAF	EA	1	5.38	Yes	No	
3CS-PP	TER CAMLOK PP 3"	GREENLEAF	EA	1	28.19	Yes	No	
3DS-PP	TER CAMLOK PP 3"	GREENLEAF	EA	1	28.19	Yes	No	
3/4CS-PP	TER CAMLOK PP 3/4	GREENLEAFF	EA	1	10.22	Yes	No	
1FR15S	INTERLOCK SS .015	HOSEMASTER	FT	1	#N/A	No	No	
3360	HUSKY SAFE-T-BREA	HUSKY	EA	1	176.37	Yes	No	

8-5/8WHIP	N/S FUEL-CURB HAR	HUSKY	EA	1	54.3	No	No	
1/2SSBV	FULL PORT 316 SS	JFW	EA	1	26.9	Yes	No	
2B-SS-I	IMPORT CAMLOK SS	JFW	EA	1	42.04	Yes	No	
AN8988102002	SMARTPIPE+ BALL V	KAISER	EA	1	130.4	Yes	No	
AN8202002004	SMARTPIPE+ MALE A	KAISER	EA	1	48	Yes	No	
AN8984406904	SMARTPIPE+ MANIFO	KAISER	EA	1	37.6	Yes	No	
AN82040020	SMARTPIPE+ TEE 3/	KAISER	EA	1	46.4	Yes	No	
AN89865020	SMARTPIPE+ VENTED	KAISER	EA	1	62.4	Yes	No	
AN8988502005	SMARTPIPE+ WALL B	KAISER	EA	1	164.8	Yes	No	
3#390SD	KANAFLEX EPDM BRA	KANAFLEX	FT	1	10.26	Yes	No	
KL200-026	KEL- OIL FILTER	KELTEC	EA	1	17	Yes	No	
50-15DJ800NST-PROMO	FIRE ASSY 11/2" D	KEYSTONE FIRE	EA	1	167.5	Yes	Yes	50-15DJ800NST-PROMO
11/2PLASTER	PLASTER / CONCRET	KURIYAMA	FT	1	12.47	Yes	No	
1/2CPL-A	ALUM COUPLING .	LATROBE	EA	1	4.98	Yes	No	
11/2CPL-A	ALUM COUPLING .	LATROBE	EA	1	9.98	Yes	No	
1/2PHX-A	ALUM PHOENIX FLAN	LATROBE	EA	1	3.54	Yes	No	
2-11/2BU-A	N/S ALUM BUSH .	LATROBE	EA	1	25.82	No	No	
3/4CPL-A	ALUM COUPLING .	LATROBE	EA	1	5.5	Yes	No	
3/8CPL-A	ALUM COUPLING .	LATROBE	EA	1	4.5	Yes	No	
3-21/2BU-A	N/S ALUM BUSH .	LATROBE	EA	1	54.82	No	No	
HFZG525YW	FLZ GARDEN HOSE 5	LEGACY	EA	1	38.82	Yes	No	
5290	LINCOLN ZERK CD O	LINCOLN	EA	1	24.94	Yes	No	

Keystone Fire

51531LOC	LOCTITE GASKET EL	LOCTITE	EA	1	26.14	Yes	No	
37127	LOCTITE SEALANT T	LOCTITE	EA	1	22.7	Yes	No	
24350	LOCTITE THREADLOC	LOCTITE	EA	1	57.32	Yes	No	
37684	LOCTITE THREADLOC	LOCTITE	EA	1	21.98	Yes	No	
SSG12	SS TUBE STRAP .75	MANEY WIRE	EA	1	0.82	Yes	No	
SSG14	SS TUBE STRAP .87	MANEY WIRE	EA	1	1.39	Yes	No	
1/4HYDTUBE	TUBING HYDRAULIC	MARMON KEYSTONE	FT	1	2.54	Yes	No	
1/4BRBV	IMPORT BALL BR F	MATCO	EA	1	8.18	Yes	No	
2BRBV	IMPORT BALL BR F	MATCO	EA	1	74.65	Yes	No	
21/2BRBV	IMPORT BALL BR F	MATCO	EA	1	182.3	Yes	No	
3/4BRBV	IMPORT BALL BR F	MATCO	EA	1	14.03	Yes	No	
3/8BRBV	IMPORT BALL BR F	MATCO	EA	1	8.18	Yes	No	
11/2GATE	MATCO GATE VALVE	MATCO	EA	1	70.2	Yes	No	
623610	MER- CUTTING WHEEL	MERCER	EA	1	3.13	Yes	No	
332040	MER- FLAP DISC 41	MERCER	EA	1	7.63	Yes	No	
10008B-408	BR 100 1/2 HOSE	MIDLAND	EA	1	4.17	Yes	No	
10004B-Y04	BR 100 1/4 HOSE	MIDLAND	EA	1	1.23	Yes	No	
10006B-408	BR 100 3/8 HOSE	MIDLAND	EA	1	4.5	Yes	No	
10006B-606	BR 100 3/8 HOSE	MIDLAND	EA	1	2.32	Yes	No	
10006B-C04	BR 100 3/8 HOSE	MIDLAND	EA	1	5.15	Yes	No	
10006B-104	BR 100 3/8 HOSE	MIDLAND	EA	1	1.91	Yes	No	
10006B-106	BR 100 3/8 HOSE	MIDLAND	EA	1	2.45	Yes	No	

10005B-Y05	BR 100 5/16 HOSE	MIDLAND	EA	1	2.4	Yes	No		
10005B-102	BR 100 5/16 HOSE	MIDLAND	EA	1	2.16	Yes	No		
10005B-104	BR 100 5/16 HOSE	MIDLAND	EA	1	2.16	Yes	No		
1468-12	BR 1400 COMP 3/4	MIDLAND	EA	1	6.11	Yes	No		
1460-4	BR 1400 COMP SLEE	MIDLAND	EA	1	0.13	Yes	No		
1462-4	BR 1400 COMP UNIO	MIDLAND	EA	1	2.31	Yes	No		
402-3	BR ADP #3 FINV-1/	MIDLAND	EA	1	2.52	Yes	No		
48-4-4	BR ADP #4 MSAE-1/	MIDLAND	EA	1	1.4	Yes	Yes	48-4-4	Midland
48-6	BR ADP #6 MSAE-1/	MIDLAND	EA	1	1.99	Yes	No		
54-6-6	BR ADP #6 MSAE-3/	MIDLAND	EA	1	5.41	Yes	Yes	54-6-6	Midlan
48-8-8	BR ADP #8 MSAE-1/	MIDLAND	EA	1	2.85	Yes	Yes	48-8-8	Midland
54-8	BR ADP #8 MSAE-3/	MIDLAND	EA	1	6.19	Yes	No		
475033	BR ADP 1/4 MPT-1/	MIDLAND	EA	1	3.85	Yes	Yes	3200-8-4	Midland
474909	BR ADP 1/8 MPT-1/	MIDLAND	EA	1	1.57	Yes	Yes	3200-4-2	Midland
475035	BR ADP 3/8 MPT-1/	MIDLAND	EA	1	2.65	Yes	Yes	3200-8-6	Midland
3200-6	BR ADP 3/8 MPT-3/	MIDLAND	EA	1	2.82	Yes	No		
3600-6	BR ADP B-TEE MALE	MIDLAND	EA	1	5.77	Yes	No		
482336	BR ADP BUSH 1/2-1	MIDLAND	EA	1	2.31	Yes	Yes	3220-8-2	Midland
482338	BR ADP BUSH 1/2-1	MIDLAND	EA	1	2.08	Yes	Yes	3220-8-4	Midland
482214	BR ADP BUSH 1/4-1	MIDLAND	EA	1	0.64	Yes	Yes	3220-4-2	Midland
482460	BR ADP BUSH 3/4-1	MIDLAND	EA	1	4.25	Yes	Yes	3220-12-4	Midland
482464	BR ADP BUSH 3/4-1	MIDLAND	EA	1	2.66	Yes	Yes	3220-12-8	Midland

482277	BR ADP BUSH 3/8-1	MIDLAND	EA	1	1.12	Yes	Yes	3220-6-4	Midland
3129-4	BR ADP CAP FPT 1/	MIDLAND	EA	1	0.94	Yes	No		
3326-2	BR ADP CLOSE NIP	MIDLAND	EA	1	0.66	Yes	No		
3326-4	BR ADP CLOSE NIP	MIDLAND	EA	1	0.86	Yes	No		
3300-2	BR ADP COUPLING 1	MIDLAND	EA	1	0.88	Yes	No		
3300-4	BR ADP COUPLING 1	MIDLAND	EA	1	1.42	Yes	No		
3300-6	BR ADP COUPLING 3	MIDLAND	EA	1	2.52	Yes	No		
3152-2	BR ADP HEX HEAD P	MIDLAND	EA	1	0.72	Yes	No		
3152-4	BR ADP HEX HEAD P	MIDLAND	EA	1	0.95	Yes	No		
3152-8	BR ADP HEX HEAD P	MIDLAND	EA	1	2.16	Yes	No		
3325-2	BR ADP HEX NIP 1/	MIDLAND	EA	1	0.87	Yes	No		
3325-4	BR ADP HEX NIP 1/	MIDLAND	EA	1	1.35	Yes	No		
3325-8	BR ADP HEX NIP 1/	MIDLAND	EA	1	3.71	Yes	No		
3327-4	BR ADP NIP 11/2"	MIDLAND	EA	1	1.77	Yes	No		
3328-8	BR ADP NIP 2"-1/2	MIDLAND	EA	1	3.63	Yes	No		
3328-4	BR ADP NIP 2"-1/4	MIDLAND	EA	1	1.99	Yes	No		
3328-2	BR ADP NIP 2"-1/8	MIDLAND	EA	1	1.54	Yes	No		
511433	BR ADP REDUCING C	MIDLAND	EA	1	1.68	Yes	Yes	3300-4-2	Midland
3750-6	BR ADP R-TEE MALE	MIDLAND	EA	1	7.04	Yes	No		
1110-5	BR ADP SAE FLARE	MIDLAND	EA	1	2.11	Yes	No		
3151-2	BR ADP SQUARE HEA	MIDLAND	EA	1	0.67	Yes	No		
3151-4	BR ADP SQUARE HEA	MIDLAND	EA	1	1.1	Yes	No		

3151-6	BR ADP SQUARE HEA	MIDLAND	EA	1	1.08	Yes	No	
3151-8	BR ADP SQUARE HEA	MIDLAND	EA	1	2.16	Yes	No	
3350-4	BR ADP STREET ELB	MIDLAND	EA	1	2.48	Yes	No	
3350-8	BR ADP STREET ELB	MIDLAND	EA	1	5.94	Yes	No	
3400-4	BR ADP STREET ELB	MIDLAND	EA	1	2.83	Yes	No	
547957	BR ADP STREET ELB	MIDLAND	EA	1	2.99	Yes	Yes	3400-4-2
3400-6	BR ADP STREET ELB	MIDLAND	EA	1	3.83	Yes	No	
3700-4	BR ADP TEE 1/4	MIDLAND	EA	1	4.38	Yes	No	
302-2	BR ADP UNION FINV	MIDLAND	EA	1	1.84	Yes	No	
302-3	BR ADP UNION FINV	MIDLAND	EA	1	0.58	Yes	No	
29FS-88W	BR BARB 1/2-1/2 F	MIDLAND	EA	1	5.83	Yes	No	
29-84	BR BARB 1/2-1/4 M	MIDLAND	EA	1	1.16	Yes	No	
29-86	BR BARB 1/2-3/8 M	MIDLAND	EA	1	1.29	Yes	No	
29-44	BR BARB 1/4-1/4 M	MIDLAND	EA	1	0.81	Yes	No	
29MGH-1212	BR BARB 3/4 MGH	MIDLAND	EA	1	5.16	Yes	No	
29-64	BR BARB 3/8-1/4 M	MIDLAND	EA	1	1.2	Yes	No	
2.9E-63	BR BARB 3/8-1/4 M	MIDLAND	EA	1	2.4	Yes	Yes	29E-64
29-66	BR BARB 3/8-3/8 M	MIDLAND	EA	1	1.23	Yes	No	
29-56	BR BARB 5/16-3/8	MIDLAND	EA	1	1.36	Yes	No	
29-104	BR BARB 5/8-1/4 M	MIDLAND	EA	1	4.34	Yes	No	
29E45-106	BR BARB 5/8-3/8 M	MIDLAND	EA	1	13.14	Yes	No	
29L-88	BR BARB ELBOW 1/2	MIDLAND	EA	1	5.1	Yes	No	

Midland

Midland

29S-6	BR BARB SPLICER 3	MIDLAND	EA	1	1.06	Yes	No		
29S-10	BR BARB SPLICER 5	MIDLAND	EA	1	2.07	Yes	No		
29T-8	BR BARB TEE 1/2	MIDLAND	EA	1	4.58	Yes	No		
29S-2	BR BARB. SPLICER	MIDLAND	EA	1	0.94	Yes	No		
68-4-4	BR COMP 1/4-1/4 M	MIDLAND	EA	1	1.59	Yes	Yes	68-4-4	Midland
68-6	BR COMP 3/8-1/4 M	MIDLAND	EA	1	1.82	Yes	No		
69-6	BR COMP 3/8-1/4 M	MIDLAND	EA	1	4.4	Yes	No		
66-5-4	BR COMP 5/16-1/4	MIDLAND	EA	1	2.49	Yes	Yes	66-5-4	Midland
68-5-4	BR COMP 5/16-1/4	MIDLAND	EA	1	2.68	Yes	Yes	68-5-4	Midland
61-12	BR COMP NUT 3/4	MIDLAND	EA	1	3.19	Yes	No		
61-5	BR COMP NUT 5/16	MIDLAND	EA	1	0.68	Yes	No		
60-5	BR COMP SLEEVE 5/	MIDLAND	EA	1	0.22	Yes	No		
62-10	BR COMP UNION 5/8	MIDLAND	EA	1	5.56	Yes	No		
FGH-CAP	BR FGH CAP	MIDLAND	EA	1	1.15	Yes	No		
145WHD	BR VALVE 1/4 DRAI	MIDLAND	EA	1	2.18	Yes	No		
230WHD	BR VALVE 3/8 DRAI	MIDLAND	EA	1	9.38	Yes	No		
330	BR VALVE NDL #6 M	MIDLAND	EA	1	26.18	Yes	No		
331Z	OETIKER ZN 1-EAR	MIDLAND	EA	1	0.24	Yes	No		
90FMB14	PRECISION VALVE 1	MIDLAND	EA	1	10.08	Yes	No		
80620	MUFFLER - AIR MPT	MIDWEST	EA	1	2.22	Yes	No		
69JG7LY2C	MWC- PRESSURE SWI	MIDWEST	EA	1	105.7	Yes	No		
SA25-125	MWC- SAFETY RELIE	MIDWEST	EA	1	9.08	Yes	No		

48-00-5201	MIL SAWZALL BLD 6	MILWAUKEE	EA	1	14.36	Yes	No	
2560-21	N/S MIL M12 FUEL	MILWAUKEE	EA	1	593.6	No	No	
SBCB	TERM. HS BLUE BUT	MIZE	EA	1	9.32	Yes	No	
25DJ800-100	FIRE HOSE DJ 800#	NATIONAL FIRE	FT	1	6.96	Yes	No	
145R	OETIKER SS 1-EAR	OETIKER	EA	1	0.49	Yes	No	
170R	OETIKER SS 1-EAR	OETIKER	EA	1	0.5	Yes	No	
361R	OETIKER SS 1-EAR	OETIKER	EA	1	0.68	Yes	No	
1098	OETIKER TOOL STD	OETIKER	EA	1	32.6	Yes	No	
271Z	OETIKER ZN 1-EAR	OETIKER	EA	1	0.22	Yes	No	
H3-62	PIONEER COUPLER S	PARKER	EA	1	41.22	Yes	No	
H8-62	PIONEER COUPLER S	PARKER	EA	1	100.22	Yes	No	
FF-751-12FP	PIONEER NO SPILL	PARKER	EA	1	214.48	Yes	No	
FF-752-12FP	PIONEER NO SPILL	PARKER	EA	1	153.22	Yes	No	
5602-8-10S	PIONEER PLUG FPT	PARKER	EA	1	20.18	Yes	Yes	6602-8-10
H3-63	PIONEER PLUG STEE	PARKER	EA	1	21.08	Yes	No	
PD242	PIONEER TEST COUP	PARKER	EA	1	59.72	Yes	No	
PD343	PIONEER TEST PLUG	PARKER	EA	1	12.1	Yes	No	
1PHX-A	ALUM PHOENIX FLAN	PHEONIX	EA	1	6.82	Yes	No	
3/4PHX-A	ALUM PHOENIX FLAN	PHEONIX FORGING	EA	1	6.82	Yes	No	
2A-2A-AL	CAMLOK AL; 2" MCA	PT COUPLING	EA	1	37.56	Yes	No	
250-306CS	CRIMP SLEEVE CS 3	PT COUPLING	EA	1	9.98	Yes	No	
11/2DC-AL-I	IMPORT CAMLOK AL	PT COUPLING	EA	1	9.56	Yes	No	

Parker

3/4D-AL-I	IMPORT CAMLOK AL	PT COUPLING	EA	1	6.94	Yes	No	
2F-SS-I	IMPORT CAMLOK SS	PT COUPLING	EA	1	33.18	Yes	No	
15MNST-15MPT	FIRE ADP 11/2" MN	REDHEAD	EA	1	68.86	Yes	No	
15FNSTX-15MPT	FIRE ADP 11/2"FNS	REDHEAD	EA	1	167.86	Yes	No	
25FNST-25MPT	FIRE ADP 21/2" FN	REDHEAD	EA	1	132.64	Yes	No	
25MNST-25MPT	FIRE ADP 21/2" MN	REDHEAD	EA	1	83.82	Yes	No	
25FNSTX-20MPT	FIRE ADP 21/2"FNS	REDHEAD	EA	1	192.02	Yes	No	
25FNSTX-25MPT	FIRE ADP 21/2"FNS	REDHEAD	EA	1	216.18	Yes	No	
OILCOMP30W34C	ROLAIR- COMP OIL	ROLAIR	EA	1	9.16	Yes	No	
OILCOMP30W4LC	ROLAIR- COMP OIL	ROLAIR	EA	1	41.03	Yes	No	
RWHA824	STRAP WRENCH 8"HD	ROUNDWRENCH	EA	1	36.8	Yes	No	
PC0101	SENCO- AIR TOOL O	SENCO	EA	1	22	Yes	No	
5GALHYD	HYDRAULIC OIL AW4	SHELL	EA	1	96.6	Yes	No	
202-4	BR ADP #4 FINV-1/	SLOAN	EA	1	0.86	Yes	No	
105-2	BR ADP NUT MINV #	SLOAN	EA	1	1.54	Yes	No	
105-3	BR ADP NUT MINV #	SLOAN	EA	1	0.29	Yes	No	
W20332	BR VALVE SO 1/4 M	SLOAN	EA	1	16	Yes	No	
#14ELEMENT	USFS- AIR FILTER	SOLBERG	EA	1	8.2	Yes	No	
5100-S7-12S	Q-D D-CAP STEEL 1	STUCCHI	EA	1	13.48	Yes	No	
5100-S9-12S	Q-D D-PLUG STEEL	STUCCHI	EA	1	16.28	Yes	No	
5100-S2-16B	Q-D PLUG BRASS FP	STUCCHI	EA	1	58.54	Yes	No	
F.A13D-1/2SAE	STUCCHI ISO16028	STUCCHI	EA	1	47.68	Yes	No	

M.APM13-1/2SAE	STUCCHI ISO16028	STUCCHI	EA	1	44.6	Yes	No		Stucchi
F.VEP17P-1NPT	STUCCHI VEP CPL F	STUCCHI	EA	1	164.44	Yes	No		
CAP-F.VEP17R	STUCCHI VEP DUST	STUCCHI	EA	1	34.78	Yes	No		
CAP-M.VEP17R	STUCCHI VEP DUST	STUCCHI	EA	1	36.68	Yes	No		
F.VEP17HD-1SAE	STUCCHI VEP HD CP	STUCCHI	EA	1	169.4	Yes	No		
M.VEP17P-1SAE	STUCCHI VEP PLUG	STUCCHI	EA	1	139.56	Yes	No		
M.VEP17HD- 1SAE	STUCCHI.VEP.HD PL	STUCCHI	EA	1	138.92	Yes	Yes	M.VEP17HD-1SAE	
50-2#210-C/E-AL-I	BLUE DISCHARGE AS	SUNFLO	EA	1	60.53	Yes	No		Tompkins
9SS8FP8FP8	SUPER SWIVEL 90 F	SUPERSWIVEL	EA	1	69.36	Yes	No		
9SS8MP8FP8	SUPER SWIVEL 90 M	SUPERSWIVEL	EA	1	69.37	Yes	No		
SS12MP12FP12	SUPER SWIVEL ST M	SUPERSWIVEL	EA	1	82.4	Yes	No		
C5315-10	HYD ADP #10 MJIC	TOMPKINS	EA	1	2.04	Yes	No		
C5356-10	HYD ADP #10 MJIC	TOMPKINS	EA	1	4.78	Yes	No		
185156	HYD ADP #12 FJIC	TOMPKINS	EA	1	3.46	Yes	Yes	2406-12-8	
C5405-12	HYD ADP #12 MJIC	TOMPKINS	EA	1	5.04	Yes	No		
C5506-12	HYD ADP #12 MJIC	TOMPKINS	EA	1	6.26	Yes	No		
C3269-12-8	HYD ADP #12 MORB	TOMPKINS	EA	1	3.98	Yes	No		
2406-16-8	HYD ADP #16 FJIC	TOMPKINS	EA	1	6.6	Yes	No		
C5205-16-12	HYD ADP #16 MJIC	TOMPKINS	EA	1	4.82	Yes	No		
C5205-16-20	HYD ADP #16 MJIC	TOMPKINS	EA	1	7.78	Yes	No		
C5506-16	HYD ADP #16 MJIC	TOMPKINS	EA	1	9.62	Yes	No		
C3269-16-8	HYD ADP #16 MORB	TOMPKINS	EA	1	6.5	Yes	No		

6410-16-12	HYD ADP #16 MORB	TOMPKINS	EA	1	5.78	Yes	No		Tompkins
6410-16-8	HYD ADP #16 MORB	TOMPKINS	EA	1	5.64	Yes	No		
C5305-20-16	HYD ADP #20 MJIC	TOMPKINS	EA	1	12.36	Yes	No		
C5356-24	HYD ADP #24 MJIC	TOMPKINS	EA	1	31.04	Yes	No		
C5506-24	HYD ADP #24 MJIC	TOMPKINS	EA	1	28.78	Yes	No		
2629839	HYD ADP #4 FJIC-1	TOMPKINS	EA	1	1.58	Yes	Yes	9100-4-2	
C5315-4	HYD ADP #4 MJIC-#	TOMPKINS	EA	1	0.82	Yes	No		
C5356-4	HYD ADP #4 MJIC-#	TOMPKINS	EA	1	2.44	Yes	No		
C5506-4	HYD ADP #4 MJIC-#	TOMPKINS	EA	1	2.06	Yes	No		
C5515-4	HYD ADP #4 MJIC-#	TOMPKINS	EA	1	1.96	Yes	No		
C5205-4	HYD ADP #4 MJIC-1	TOMPKINS	EA	1	0.76	Yes	No		
C5275-4	HYD ADP #4 MJIC-1	TOMPKINS	EA	1	2.52	Yes	No		
C5405-4	HYD ADP #4 MJIC-1	TOMPKINS	EA	1	1.46	Yes	No		
C5405-4-4	HYD ADP #4 MJIC-1	TOMPKINS	EA	1	1.52	Yes	No		
C5305-4-3	HYD ADP #4MJIC-#3	TOMPKINS	EA	1	2.12	Yes	No		Tompkins
C5755-5	HYD ADP #5 MJIC-1	TOMPKINS	EA	1	5.54	Yes	No		
2629902	HYD ADP #6 FJIC-1	TOMPKINS	EA	1	2.06	Yes	Yes	9100-6-4	
2629904	HYD ADP #6 FJIC-3	TOMPKINS	EA	1	2.36	Yes	Yes	9100-6-6	
C5525-6	HYD ADP #6 MJIC B	TOMPKINS	EA	1	2.76	Yes	No		
C5506-6	HYD ADP #6 MJIC-#	TOMPKINS	EA	1	2.6	Yes	No		
C5205-6	HYD ADP #6 MJIC-1	TOMPKINS	EA	1	0.92	Yes	No		
C5205-6-8	HYD ADP #6 MJIC-1	TOMPKINS	EA	1	1.64	Yes	No		

C5405-6	HYD ADP #6 MJIC-1	TOMPKINS	EA	1	1.76	Yes	No		
C3249-6-4	HYD ADP #6 MORB-1	TOMPKINS	EA	1	1.4	Yes	No		
C5365-8	HYD ADP #8 MJIC-#	TOMPKINS	EA	1	3.6	Yes	No		
C5506-8	HYD ADP #8 MJIC-#	TOMPKINS	EA	1	3.16	Yes	No		
C5205-8-8	HYD ADP #8 MJIC-1	TOMPKINS	EA	1	1.52	Yes	No		
C5405-8-8	HYD ADP #8 MJIC-1	TOMPKINS	EA	1	2.86	Yes	No		
294606	HYD ADP #8 MJIC-1	TOMPKINS	EA	1	3.98	Yes	Yes	2706-8-8	Tompkins
C5205-8	HYD ADP #8 MJIC-3	TOMPKINS	EA	1	1.46	Yes	No		
C3269-8-6	HYD ADP #8 MORB-3	TOMPKINS	EA	1	1.96	Yes	No		
C3109-16-6	HYD ADP 1" MPT-3/	TOMPKINS	EA	1	4.52	Yes	No		
2668318	HYD ADP 1/2 FPT S	TOMPKINS	EA	1	2.76	Yes	Yes	9205-8-8	Tompkins
2686580	HYD ADP 1/2 FPT S	TOMPKINS	EA	1	3.48	Yes	Yes	9255-8-8	Tompkins
2741366	HYD ADP 1/2 FPT S	TOMPKINS	EA	1	4.48	Yes	Yes	9405-8-8	Tompkins
C3209-8-6	HYD ADP 1/2 FPT-3	TOMPKINS	EA	1	3.2	Yes	No		
C3109-8-6	HYD ADP 1/2 MPT-3	TOMPKINS	EA	1	1.34	Yes	No		
C3409-8-6	HYD ADP 1/2 MPT-3	TOMPKINS	EA	1	3.84	Yes	No		
2668194	HYD ADP 1/4 FPT S	TOMPKINS	EA	1	2.48	Yes	Yes	9205-4-6	Tompkins
C3109-6-2	HYD ADP 3/8 MPT-1	TOMPKINS	EA	1	1.12	Yes	No		
C3109-6-4	HYD ADP 3/8 MPT-1	TOMPKINS	EA	1	1.1	Yes	No		
C5924-16	HYD ADP BLKHD NUT	TOMPKINS	EA	1	1.78	Yes	No		
C5924-3	HYD ADP BLKHD NUT	TOMPKINS	EA	1	0.7	Yes	No		
C5924-4	HYD ADP BLKHD NUT	TOMPKINS	EA	1	0.38	Yes	No		

C5924-6	HYD ADP BLKHD NUT	TOMPKINS	EA	1	0.48	Yes	No	
C5924-8	HYD ADP BLKHD NUT	TOMPKINS	EA	1	0.62	Yes	No	
C3309-16	HYD ADP COUPLING	TOMPKINS	EA	1	6.26	Yes	No	
C3309-2	HYD ADP COUPLING	TOMPKINS	EA	1	1.22	Yes	No	
C3309-4	HYD ADP COUPLING	TOMPKINS	EA	1	1.36	Yes	No	
C5105-3	HYD ADP FLARE NUT	TOMPKINS	EA	1	0.52	Yes	No	
C5105-4	HYD ADP FLARE NUT	TOMPKINS	EA	1	0.44	Yes	No	
C5105-5	HYD ADP FLARE NUT	TOMPKINS	EA	1	0.6	Yes	No	
C5165-3	HYD ADP FLARE SLE	TOMPKINS	EA	1	0.4	Yes	No	
C5165-4	HYD ADP FLARE SLE	TOMPKINS	EA	1	0.36	Yes	No	
C5165-5	HYD ADP FLARE SLE	TOMPKINS	EA	1	0.46	Yes	No	
4129-16	HYD ADP FOR-SEAL	TOMPKINS	EA	1	4.58	Yes	No	
4229-10	HYD ADP FOR-SEAL	TOMPKINS	EA	1	2	Yes	No	
4229-12	HYD ADP FOR-SEAL	TOMPKINS	EA	1	2.72	Yes	No	
C3159-2	HYD ADP HEX HEAD	TOMPKINS	EA	1	0.24	Yes	No	
C3159-8	HYD ADP HEX HEAD	TOMPKINS	EA	1	1	Yes	No	
C3069-4	HYD ADP HEX NIP 1	TOMPKINS	EA	1	0.84	Yes	No	
C3069-8	HYD ADP HEX NIP 1	TOMPKINS	EA	1	1.8	Yes	No	
C5129-10	HYD ADP JIC CAP #	TOMPKINS	EA	1	1.2	Yes	No	
C5129-8	HYD ADP JIC CAP #	TOMPKINS	EA	1	0.84	Yes	No	
C5229-10	HYD ADP JIC PLUG	TOMPKINS	EA	1	1.28	Yes	No	
C5229-8	HYD ADP JIC PLUG	TOMPKINS	EA	1	0.84	Yes	No	

C5325-16	HYD ADP MJIC BLKH	TOMPKINS	EA	1	7.44	Yes	No	
C5325-3	HYD ADP MJIC BLKH	TOMPKINS	EA	1	3.16	Yes	No	
C5325-6	HYD ADP MJIC BLKH	TOMPKINS	EA	1	2.06	Yes	No	
C5325-8	HYD ADP MJIC BLKH	TOMPKINS	EA	1	2.48	Yes	No	
C5305-3	HYD ADP MJIC UNIO	TOMPKINS	EA	1	1.68	Yes	No	
C5305-6	HYD ADP MJIC UNIO	TOMPKINS	EA	1	0.84	Yes	No	
7237-10	HYD ADP ORB PLUG	TOMPKINS	EA	1	1.42	Yes	No	
7237-12	HYD ADP ORB PLUG	TOMPKINS	EA	1	2.06	Yes	No	
7237-8	HYD ADP ORB PLUG	TOMPKINS	EA	1	0.98	Yes	No	
7238-6	HYD ADP ORB PLUG	TOMPKINS	EA	1	0.6	Yes	No	
C3759-6	HYD ADP R-TEE MAL	TOMPKINS	EA	1	5.5	Yes	No	
C3409-16	HYD ADP STREET EL	TOMPKINS	EA	1	11.4	Yes	No	
C3409-4	HYD ADP STREET EL	TOMPKINS	EA	1	2.4	Yes	No	
C5706-6	HYD ADP SW NR-TEE	TOMPKINS	EA	1	3.56	Yes	No	
C3709-2	HYD ADP TEE 1/8	TOMPKINS	EA	1	4	Yes	No	
C3709-6	HYD ADP TEE 3/8	TOMPKINS	EA	1	4.72	Yes	No	
MC5208-12-16	HYDADP 12MJ-16MDH	TOMPKINS	EA	1	43.08	Yes	No	
4629-12	O-RING FORS #12	TOMPKINS	EA	1	0.04	Yes	No	
41-444	TRU-FLATE VALVE R	TRU-FLATE	EA	1	3.46	Yes	No	
#125	TAPE TEFLON 300 1	UNASCO	EA	1	0.54	Yes	No	
15NZIPT-AD-LX	FIRE NOZZLE 11/2"	UNITED FIRE	EA	1	14.2	Yes	No	
15NZNST-AD-LX	FIRE NOZZLE 11/2"	UNITED FIRE	EA	1	14.2	Yes	No	

20NZIPT-AD-LX	FIRE NOZZLE 2" IPT	UNITED FIRE	EA	1	32.6	Yes	No	
W10011	WIL 11 GAL AIR TA	WILMAR	EA	1	174.52	Yes	No	
W80750	WIL PICK SET 2 PI	WILMAR	EA	1	6.34	Yes	No	
HEX-6	HYD CLAMP STD BOL	ZSI	EA	1	0.38	Yes	No	
COP-6	HYD CLAMP STD COV	ZSI	EA	1	1.09	Yes	No	
STW-6	HYD CLAMP STD WEL	ZSI	EA	1	2.13	Yes	No	
HEX-T3	HYD CLAMP TWIN BO	ZSI	EA	1	0.5	Yes	No	
TCP-T3	HYD CLAMP TWIN CO	ZSI	EA	1	0.99	Yes	No	
TWP-T3	HYD CLAMP TWIN WE	ZSI	EA	1	2.57	Yes	No	
61900-PP	HYD CLAMP STD P 1	ZSI	SET	1	4.05	Yes	No	
T3075-PP	HYD CLAMP TWIN T	ZSI	SET	1	2.45	Yes	No	



PROPOSAL LETTER

RFQ: 6423-25

ATTN: City of Spokane Procurement Department

PURPOSE:

Spokane House of Hose, Inc. seeks to be awarded the Fabrication of Hose Assemblies Contract – As Needed Over Five-Year Period.

Point of Contact(Project manager):

Sales Manager: David Picker
d.picker@spokanehose.com
509-994-6512

Point of Contact relevant experience:

David Picker has been an employee of Spokane House of Hose since 2017 and has been in the hose and fitting industry since 2005. David oversees a team of diverse sales representatives, handles special contract opportunities, and technical bids.

SHOH capabilities:

Spokane House of Hose (SHOH) has been an integral part of the Spokane community since 1967. SHOH employs approximately 50 people with well over 300 years' combined experience in the hose and fitting industry. Industries served include agriculture, logging, pulp/paper, manufacturing, transportation, chemical processing, as well as various government requests. SHOH prides itself on our expansive inventory and product knowledge.

We employ 4 full-time counter professionals, as well as many more inside/outside sales, various warehouse support, and office personnel. We strive to provide the fastest and most complete hose and fitting breadth in the Inland NW.

< Business Lookup

License Information:

New searchBack to results

Entity name:SPOKANE HOUSE OF HOSE, INC.

Business name:SPOKANE HOUSE OF HOSE, INC.

Entity type:Profit Corporation

UBI #:600-107-095

Business ID:001

Location ID:0001

Location:Active

Location address:5520 E SPRAGUE AVE
SPOKANE VALLEY WA 99212-0825

Mailing address:5520 E SPRAGUE AVE
SPOKANE VALLEY WA 99212-0825

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
Franklin County General Business - Non-Resident	5860			Active	Apr-30-2026	Apr-10-2025
Pasco General Business - Non-Resident				Pending	Apr-30-2026	
Spokane General Business - Non-Resident	T12008187BUS			Active	Jan-31-2026	Oct-15-2012
Spokane Valley General Business	00594			Active	Jan-31-2026	Feb-03-2004

Owners and officers on file with the Department of Revenue

Owners and officers	Title
HAYDEN-RAU, KAREN	
RICHARDS, DONNA	

The Business Lookup information is updated nightly. Search date and time: 7/15/2025 10:52:44 AM

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**Agenda Sheet for City Council:****Committee:** PIES **Date:** 07/21/2025**Committee Agenda type:** Consent**Date Rec'd**

7/15/2025

Clerk's File #

OPR 2021-0548

Cross Ref #**Project #****Council Meeting Date:** 08/25/2025**Submitting Dept**

SOLID WASTE DISPOSAL

Bid #

PW ITB 5472-21

Contact Name/Phone

CHRIS AVERYT 625-6540

Requisition #

CR 27718

Contact E-Mail

CAVERYT@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

KKLITZKE

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** NO**Public Works?** YES**Agenda Item Name**

4490 CONTRACT RENEWAL FOR ROAD REPAIR SERVICES

Agenda Wording

Contract renewal 4 of 4 with Arrow Concrete & Asphalt Specialties, Inc. (Spokane Valley, WA) for as-needed road repair services at the Waste to Energy Facility from 9/1/25-8/31/26 and a total cost not to exceed \$49,000.00, including tax.

Summary (Background)

The Waste to Energy Facility requires as-needed road repair services as it experiences constant truck and vehicle use throughout the year. In 2021, Arrow Concrete & Asphalt Specialties, Inc. was awarded a one-year contract, with the option of four additional one-year renewals for these as-needed road repair services, based on their response to PW ITB 5471-21. This will be the final renewal. Due to the lifetime dollar amount of the contract of \$184,000.00, City Council approval is needed.

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.

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

N/A

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost		\$ 49,000.00	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
This is a routine repair and maintenance service expense that is planned for annually in the Solid Waste Disposal budget.			
Amount		Budget Account	
Expense	\$ 49,000.00	#	4490-44100-37148-54801-34002
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	
<u>Dept Head</u>	AVERYT, CHRIS	<u>PURCHASING</u>	PRINCE, THEA
<u>Division Director</u>	FEIST, MARLENE		
<u>Accounting Manager</u>	ALBIN-MOORE, ANGELA		
<u>Legal</u>	HARRINGTON,		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
Jeff Hoenthal, jeffh@asphaltsupply.net		mdorgan@spokanecity.org	
jsalstrom@spokanecity.org		tprince@spokanecity.org	
rrinderle@spokanecity.org			



City of Spokane
CONTRACT RENEWAL No. 4 of 4
Title: Road Repair Services

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **ARROW CONCRETE SPECIALTIES, INC.**, whose address is 9915 East Trent Avenue, Spokane Valley, Washington 99206 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide Road Repair Services at the Spokane Solid Waste Disposal Facility (WTEF) located at 2900 South Geiger Blvd., Spokane, Washington 99224; and

WHEREAS, the initial contract provided for four (4) additional one (1) year renewals, with this being the last of those renewals; and

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

1. CONTRACT DOCUMENTS.

The original Contract, dated August 17, 2021, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Renewal shall become effective on September 1, 2025, and shall end August 31, 2026.

3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **FORTY-NINE THOUSAND AND 00/100 (\$49,000.00)** 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.

ARROW CONCRETE SPECIALTIES, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Certificate of Debarment

Contractor's 2025-2026 Renewal Pricing

ATTACHMENT A


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

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

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

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

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

		CITY OF SPOKANE - WTEF 2900 S GEIGER BLVD SPOKANE, WA 99224-5400 PHONE 509 625 6527									
OPR 2021-0548 PW ITV 5472-21 (Re-bid) Road Repair Services Spokane Solid Waste Disposal, WTEF - Recurring Annual Requirement		Valid 9/1/2021 Through 8/31/2022		Valid 9/1/2022 Through 8/31/2023		Valid 9/1/2023 Through 8/31/2024		Valid 9/1/2024 Through 8/31/2025		Valid 9/1/2025 Through 8/31/2026	
		OPR 2021-0548		OPR 2021-0549		OPR 2021-0549		OPR 2021-0549		OPR 2021-0549	
Item	Qty	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
Combined Mobilization / Demobilization Cost: (Estimated Annual Requirement 1) All-inclusive Combined Mobilization / Demobilization Cost. Cost Does Not Include Tax	1	\$2,500.00	\$2,500	\$2,500.00	\$2,500	\$2,500.00	\$2,500	\$2,500.00	\$2,500	\$3000 ⁰¹	\$3000 ⁰²
POTHOLE REPAIR: (Estimated Annual Requirement 20 square feet more or less) Cost Does Not Include Tax.	20 Sq Ft	\$92.50	\$1,850	\$92.50	\$1,850	\$92.50	\$1,850	\$92.50	\$1,850	\$92.50	\$1850
CRACK SEALING: (Estimated Annual Requirement 10,000 Linear Feet more or less) Cost Does Not Include Tax	10,000 Linear FT	\$1.20	\$12,000	\$1.20	\$12,000	\$1.20	\$12,000	\$1.20	\$12,000	\$1.25	\$12,500
SEAL COATING: (Estimated Annual Requirement 4000 square feet more or less) Cost Does Not Include Tax	4000 Sq Ft	\$0.30	\$1,200	\$0.30	\$1,200	\$0.30	\$1,200	\$0.37	\$1,480	\$0.37	\$1480
Subtotal			\$17,550.00		\$17,550.00		\$17,830.00		\$18830		\$18830
Sales Tax 9.1%			\$1,579.50		\$1,579.50		\$1,604.70		\$1713.53		\$1713.53
Extended Total			\$19,129.50		\$19,129.50		\$19,434.70		\$20543.53		\$20543.53
Arrow Concrete & Paving		Name Jeff Hohenthal									
Jeff Hohenthal 509-922-7847		Date 6/25/25									
jeffh@asphaltsupply.net		Signature Jeff Hohenthal									

Business Lookup

License Information:

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

Entity name: ARROW CONCRETE AND ASPHALT SPECIALTIES, LLC

Business name: ARROW CONCRETE AND ASPHALT SPECIALTIES, LLC.

Entity type: [Limited Liability Company](#)

UBI #: 601-619-703

Business ID: 001

Location ID: 0001

Location: Active

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

Mailing address: 9915 E TRENT AVE
SPOKANE VALLEY WA 99206-4204

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

Secretary of State information: [Click here](#)

Endorsements

Filter

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Asotin County General Business - Non-Resident				Active	Feb-28-2026	Feb-07-2025
Colville General Business - Non-Resident				Active	Apr-30-2026	Jul-10-2023
Deer Park General Business - Non-Resident				Active	Apr-30-2026	May-09-2017
Franklin County General Business - Non-Resident	5485			Active	Dec-31-2025	Dec-30-2024
Liberty Lake General Business - Non-Resident				Active	Apr-30-2026	Aug-16-2021
Millwood General Business				Active	Apr-30-2026	Oct-14-2019
Minor Work Permit				Active	Apr-30-2026	Jul-01-2004
Pasco General Business - Non-Resident	43957			Active	Feb-28-2026	Apr-02-2025
Richland General Business - Non-Resident				Active	Apr-30-2026	Mar-05-2024
Spokane General Business - Non-Resident	T12011346BUS			Active	Apr-30-2026	Oct-15-2012
Spokane Valley General Business				Active	Apr-30-2026	Apr-24-2009

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
ARROW CONCRETE AND ASPHALT SPECIALTIES, LLC.	Active	Feb-07-2023

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 7/8/2025 10:11:04 AM

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ARROCON-04

MRUDNEVA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/9/2025

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 Alliant Insurance Services, Inc. 818 W Riverside Ave Ste 800 Spokane, WA 99201	CONTACT NAME: Andrew Stangeland, ACSR	
	PHONE (A/C, No, Ext): (509) 343-9525	FAX (A/C, No):
	E-MAIL ADDRESS: andrew.stangeland@alliant.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Western National Assurance Company	24465
INSURED Arrow Concrete & Asphalt Specialties LLC 9915 East Trent Avenue Spokane Valley, WA 99206-4204	INSURER B : Western National Mutual Insurance Company	15377
	INSURER C : SiriusPoint Specialty Insurance Corporation	16820
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	CPP 1254371	12/31/2024	12/31/2025	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	PRODUCTS - COMP/OP AGG \$ 2,000,000						
							\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	CPP 1252546	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	X	UMB 1043084	12/31/2024	12/31/2025	EACH OCCURRENCE \$ 5,000,000
							AGGREGATE \$ 5,000,000
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
C	Pollution Liability	X	X	CPL-D0001391-01	12/31/2024	12/31/2025	\$1m OCC / \$2m AGG
A	WA Stop Gap			CPP 1254371	12/31/2024	12/31/2025	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Spokane is an Additional Insured per the attached endorsement.

CERTIFICATE HOLDER

CANCELLATION

City of Spokane
808 W Spokane Falls Boulevard
Spokane, WA 99201

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

AUTHORIZED REPRESENTATIVE



Certificate Disclaimer

Alliant Insurance has recently updated their Certificate of Liability procedures to minimize unnecessary errors and to help clients and certificate holders understand the limitations and provisions outlined in their insurance policies. We will do so by adhering to the recommendations found in the recent Acord form manual and by staying compliant with state statute WAC 284-30-355 and (ORS)744.074(1)(e). Alliant aims to ensure clarity and accuracy in coverage interpretation while also protecting the interests of its clients and certificate holders.

While we can still add specific details such as job numbers, contract names, event dates, or specific locations on certificates, it's crucial to note that Alliant cannot bind our insurers to anything beyond what is specified in the endorsement. If the Additional Insured box is checked, individuals can refer to the Additional Insured endorsement attached to their certificate for detailed coverage information.

Ultimately, coverage is determined by the policy, its terms, and individual endorsements, and as established by the contract between the Named Insured and the Additional Insured. If there are any further inquiries or requests for clarification, please do not hesitate to reach out to us for further assistance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

STOP GAP – EMPLOYERS LIABILITY COVERAGE ENDORSEMENT – WASHINGTON

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
SCHEDULE

Limits Of Insurance		
Bodily Injury By Accident	\$ 1,000,000	Each Accident
Bodily Injury By Disease	\$ 1,000,000	Aggregate Limit
Bodily Injury By Disease	\$ 1,000,000	Each Employee

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. The following is added to Section I - Coverages:

COVERAGE - STOP GAP - EMPLOYERS LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated by Washington Law to pay as damages because of "bodily injury by accident" or "bodily injury by disease" to your "employee" 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 to which this insurance does not apply. We may, at our discretion, investigate any accident and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in **Section III - Limits Of Insurance**; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under this coverage.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "bodily injury by accident" or "bodily injury by disease" only if:

(1) The:

- (a) "Bodily injury by accident" or "bodily injury by disease" takes place in the "coverage territory";
- (b) "Bodily injury by accident" or "bodily injury by disease" arises out of and in the course of the injured "employee's" employment by you; and
- (c) "Employee", at the time of the injury, was covered under a worker's compensation policy and subject to a "workers compensation law" of Washington; and

(2) The:

- (a) "Bodily injury by accident" is caused by an accident that occurs during the policy period; or
- (b) "Bodily injury by disease" is caused by or aggravated by conditions of employment by you and the injured "employee's" last day of last exposure to the conditions causing or aggravating such "bodily injury by disease" occurs during the policy period.

- c. The damages we will pay, where recovery is permitted by law, include damages:

(1) For:

(a) Which you are liable to a third party by reason of a claim or "suit" against you by that third party to recover the damages claimed against such third party as a result of injury to your "employee";

(b) Care and loss of services; and

(c) Consequential "bodily injury by accident" or "bodily injury by disease" to a spouse, child, parent, brother or sister of the injured "employee";

provided that these damages are the direct consequence of "bodily injury by accident" or "bodily injury by disease" that arises out of and in the course of the injured "employee's" employment by you; and

(2) Because of "bodily injury by accident" or "bodily injury by disease" to your "employee" that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

2. Exclusions

This insurance does not apply to:

a. Intentional Injury

"Bodily injury by accident" or "bodily injury by disease" intentionally caused or aggravated by you, or "bodily injury by accident" or "bodily injury by disease" resulting from an act which is determined to have been committed by you if it was reasonable to believe that an injury is substantially certain to occur.

b. Fines Or Penalties

Any assessment, penalty, or fine levied by any regulatory inspection agency or authority.

c. Statutory Obligations

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

d. Contractual Liability

Liability assumed by you under any contract or agreement.

e. Violation Of Law

"Bodily injury by accident" or "bodily injury by disease" suffered or caused by any employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your "executive officers".

f. Termination, Coercion Or Discrimination

Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any "employee", or arising out of other employment or personnel decisions concerning the insured.

g. Failure To Comply With "Workers Compensation Law"

"Bodily injury by accident" or "bodily injury by disease" to an "employee" when you are:

(1) Deprived of common law defenses; or

(2) Otherwise subject to penalty;

because of your failure to secure your obligations or other failure to comply with any "workers compensation law".

h. Violation Of Age Laws Or Employment Of Minors

"Bodily injury by accident" or "bodily injury by disease" suffered or caused by any person:

(1) Knowingly employed by you in violation of any law as to age; or

(2) Under the age of 14 years, regardless of any such law.

i. Federal Laws

Any premium, assessment, penalty, fine, benefit, liability or other obligation imposed by or granted pursuant to:

(1) The Federal Employer's Liability Act (45 USC Section 51-60);

(2) The Non-appropriated Fund Instrumentalities Act (5 USC Sections 8171-8173);

(3) The Longshore and Harbor Workers' Compensation Act (33 USC Sections 910-950);

(4) The Outer Continental Shelf Lands Act (43 USC Section 1331-1356);

(5) The Defense Base Act (42 USC Sections 1651-1654);

(6) The Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942);

(7) The Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872);

(8) Any other workers compensation, unemployment compensation or disability laws or any similar law; or

(9) Any subsequent amendments to the laws listed above.

j. Punitive Damages

Multiple, exemplary or punitive damages.

k. Crew Members

"Bodily injury by accident" or "bodily injury by disease" to a master or member of the crew of any vessel or any member of the flying crew of an aircraft.

B. The Supplementary Payments provisions apply to Coverage - Stop Gap Employers Liability as well as to Coverages A and B.

C. For the purposes of this endorsement, Section II - Who Is An Insured, is replaced by the following:

If you are designated in the Declarations as:

1. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
2. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
3. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
4. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

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. For the purposes of this endorsement, Section III - Limits Of Insurance, is replaced by the following:

1. The Limits of Insurance shown in the Schedule of this endorsement 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. The "Bodily Injury By Accident" - Each Accident Limit shown in the Schedule of this endorsement is the most we will pay for all damages covered by this insurance because of "bodily injury by accident" to one or more "employees" in any one accident.

3. The "Bodily Injury By Disease" - Aggregate Limit shown in the Schedule of this endorsement is the most we will pay for all damages covered by this insurance and arising out of "bodily injury by disease", regardless of the number of "employees" who sustain "bodily injury by disease".

4. Subject to Paragraph D.3. of this endorsement, the "Bodily Injury By Disease" - Each "Employee" Limit shown in the Schedule of this endorsement is the most we will pay for all damages because of "bodily injury by disease" to any one "employee".

The limits of the coverage 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. For the purposes of this endorsement, Condition 2. - Duties In The Event Of Occurrence, Claim Or Suit of the Conditions Section IV is deleted and replaced by the following:

2. Duties In The Event Of Injury, Claim Or Suit

a. You must see to it that we or our agent are notified as soon as practicable of a "bodily injury by accident" or "bodily injury by disease" which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "bodily injury by accident" or "bodily injury by disease" took place;

(2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury.
 - b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
 - c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the injury, claim, proceeding or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us and assist us, as we may request, in the investigation or settlement of the claim or defense against the "suit";
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury to which this insurance may also apply; and
 - (5) Do nothing after an injury occurs that would interfere with our right to recover from others.
 - d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
- F. For the purposes of this endorsement, Paragraph 4. of the **Definitions** Section is replaced by the following:
- 4. "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; or
 - c. All other parts of the world if the injury or damage arises out of the activities of a person whose home is in the territory described in a. above, but who is away for a short time on your business;

provided the insured's responsibility to pay damages is determined in the United States (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.
- G. The following are added to the **Definitions** Section:
- 1. "Workers Compensation Law" means the Workers Compensation Law and any Occupational Disease Law of Washington. This does not include provisions of any law providing non-occupational disability benefits.
 - 2. "Bodily injury by accident" means bodily injury, sickness or disease sustained by a person, including death, resulting from an accident. A disease is not "bodily injury by accident" unless it results directly from "bodily injury by accident".
 - 3. "Bodily injury by disease" means a disease sustained by a person, including death. "Bodily injury by disease" does not include a disease that results directly from an accident.
- H. For the purposes of this endorsement, the definition of "bodily injury" does not apply.

COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

SECTION I – COVERAGES AMENDMENTS

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

A. Non Owned Aircraft Or Watercraft

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

g. Aircraft, Auto Or Watercraft

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

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

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 50 feet long; and

(b) Not being used to carry persons or property for a charge;

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

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

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

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

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

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

B. Damage To Property Coverage Extensions

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

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

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

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

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

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

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

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

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

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

C. Damage To Premises Rented To You

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

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

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

D. Personal And Advertising Injury

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

b. Material Published With Knowledge Of Falsity

“Personal and advertising injury” arising out of oral, written, televised, videotaped or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

“Personal and advertising injury” arising out of oral, written, televised, videotaped or electronic publication, in any manner, of material whose first publication took place before the beginning of the policy period.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

E. Supplementary Payments – Coverages A and B

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

b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit”, including actual loss of earnings up to \$500 a day because of time off from work.

SECTION II – WHO IS AN INSURED AMENDMENTS

A. Employee Bodily Injury To A Co-Employee

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

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

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-“employee” while in the course of his or her employment or performing duties related to the conduct of your business, or to your other “volunteer workers” while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of the co-“employee” or “volunteer worker” as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

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

B. Newly Acquired Organizations

Paragraph **3. a.** is replaced by the following:

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

The following are added:

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

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

However,

- a. The insurance afforded to such vendor only applies to the extent permitted by law; and
 - b. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.
2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
 - a. The insurance afforded the vendor does not apply to:
 - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;
 - (3) Any physical or chemical change in the product made intentionally by the vendor;
 - (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Subparagraphs (4) or (6); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
 3. This Provision C. does not apply:
 - a. To any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products;
 - b. To any vendor for which coverage as an additional insured specifically is scheduled by endorsement; or
 - c. When liability included within the "products-completed operations hazard" has been excluded for such product either by the provisions of the coverage part or by endorsement.
 4. With respect to the insurance afforded to these vendors, the following is added to **Section III – Limits Of Insurance**:

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

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

whichever is less.

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

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

This insurance does not apply to:

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

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

D. Blanket Additional Insured – Lessor Of Leased Equipment

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

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- c. Does not apply to any "occurrence" which takes place after the equipment lease expires;

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

2. With respect to the insurance afforded to the Lessor, the following additional exclusions apply: "Bodily injury" or "property damage" arising out of:
- (1) The assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the Lessor would have in the absence of the contract or agreement;
 - (2) Any express warranty made by the Lessor;
 - (3) The demonstration, installation, servicing, inspections, adjustments, tests, repair, or maintenance operations by or for the Lessor;
 - (4) The negligence or strict liability of the Lessor for its own acts or omissions or those of its employees or anyone else acting on its behalf; or
 - (5) Any failure on the part of the Lessor to provide information, instructions and/or warnings with respect to the maintenance, use or operation of the equipment.
3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

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

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

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

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

This insurance does not apply to:

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

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

E. Blanket Additional Insured – Managers Or Lessors Of Premises

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

This insurance does not apply to:

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

However:

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

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

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

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

whichever is less.

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

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

This insurance does not apply to:

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

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

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

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

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

However:

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

2. This insurance does not apply to:

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

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

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

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

whichever is less.

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

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

This insurance does not apply to:

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

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

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

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

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

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

1. This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- a. The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
- b. The construction, erection or removal of elevators; or
- c. The ownership, maintenance or use of any elevators covered by this insurance.

However,

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

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

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

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

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

This insurance does not apply to:

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

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

SECTION III – LIMITS OF INSURANCE AMENDMENTS

A. Damage To Premises Rented To You

Paragraph 6. is replaced by the following:

6. Subject to Paragraph 5. above, the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner is the greater of:
 - a. \$300,000; or
 - b. The amount shown next to the Damage To Premises Rented To You Limit in the Declarations.

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

B. Medical Expense Limit

Paragraph 7. is replaced with the following:

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

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

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS AMENDMENTS

A. Knowledge Of Occurrence

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

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

B. Other Insurance

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

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

C. Unintentional Failure To Disclose Hazards

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

6. Representations And Unintentional Failure To Disclose Hazards

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

D. Waiver of Subrogation

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

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

SECTION V – DEFINITIONS AMENDMENTS

A. Insured Contract Amended

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

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

B. Personal And Advertising Injury Redefined

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. Additional Insured – Operations

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

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

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

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

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

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

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

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

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

2. Additional Insured – Completed Operations

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

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

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

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

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

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

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

3. Primary and Noncontributory

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

Primary And Noncontributory Insurance

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

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

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

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

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

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

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

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

whichever is less.

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

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

This insurance does not apply to:

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

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

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

BUSINESS AUTO ENHANCEMENT EDGE ENDORSEMENT

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO ENHANCEMENT EDGE ENDORSEMENT

This endorsement modifies the insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

SECTION I – COVERED AUTOS COVERAGE AMENDMENTS

A. Temporary Substitute Vehicle Physical Damage

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

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

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

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

SECTION II – COVERED AUTOS LIABILITY COVERAGE AMENDMENTS

A. Who Is An Insured

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

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

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

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

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

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

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

B. Blanket Additional Insured

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

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

C. Liability Coverage Extensions – Supplementary Payments

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

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

D. Fellow Employee Coverage

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

Co-Employee	Lawsuit	Defense	Cost
Reimbursement			

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

SECTION III – PHYSICAL DAMAGE COVERAGE AMENDMENTS

A. Towing

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

2. Towing

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

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

B. Transportation Expense – Limits Amended

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses is amended by replacing \$20 per day/\$600 maximum limit with \$50 per day/\$1,000 maximum.

C. Hired Auto Physical Damage – Loss Of Use Expenses – Limits Amended

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, b. Loss of Use Expenses is amended by replacing the \$20 per day/\$600 maximum limit with \$50 per day/\$750 maximum limit.

D. Personal Effects Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by adding the following:

c. Personal Effects

We will pay up to \$500 for “loss” to personal effects, which are:

- (1) Owned by an “insured”; and
- (2) In or on your covered “auto.”

This coverage applies only in the event of the total theft of your covered “auto.” No deductible applies to this coverage

E. Glass Repair – Deductible Waiver

SECTION III – PHYSICAL DAMAGE COVERAGE,
A. Coverage, 3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles, is amended by adding the following:

No deductible will apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

F. Hired Auto Physical Damage

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

5. Hired Auto Physical Damage

If hired “autos” are covered “autos” for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this coverage form for any “auto” you own, then the Physical Damage Coverages provided are extended to “autos” you hire of like kind and use, subject to the following:

- a. The most we will pay for any one “loss” is \$50,000 or the actual cash value or cost to repair or replace, whichever is less, minus a deductible;
- b. The deductible will be equal to the largest deductible applicable to any owned “auto” for that coverage. Any Comprehensive deductible does not apply to “loss” caused by fire or lightening;
- c. Hired Auto Physical Damage coverage is excess over any other collectible insurance; and
- d. Subject to the above limit, deductible and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered “auto” you own.

If a limit for Hired Auto Physical Damage is indicated in the Declarations, then that limit replaces, and is not added to, the \$50,000 limit indicated above.

G. Rental Reimbursement

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

6. Rental Reimbursement

This coverage applies only to a covered “auto” of the private passenger or light truck type as follows:

- a. We will pay for rental reimbursement expenses incurred by you for the rental of a private passenger or light truck type “auto” because of “loss” to a covered private passenger or light truck type “auto”. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered private passenger or light truck type “auto.” No deductibles apply to this coverage.
- b. We will pay only for those expenses incurred during the policy period beginning 24 hours after the “loss” and ending, regardless of the policy’s expiration, with the lesser of the following number of days:
 - (1) The number of days reasonably required to repair or replace the covered private passenger or light truck type “auto”. If “loss” is caused by theft, this number of days is added to the number of days it takes to locate the covered private passenger or light truck type “auto” and return it to you; or
 - (2) 30 days.
- c. Our payment is limited to the lesser of the following amounts:
 - (1) Necessary and actual expenses incurred, or
 - (2) \$50 per day, up to a maximum of \$1,000.

- d. This coverage does not apply while there are spare or reserve private passenger or light truck type "autos" available to you for your operations.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions.**

For the purposes of this Rental Reimbursement coverage, light truck is defined as a truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as the maximum loaded weight the auto is designed to carry.

H. Accidental Airbag Deployment Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE,

A. Coverage is amended by adding the following:

7. Accidental Airbag Deployment Coverage

We will pay to reset or replace factory installed airbag(s) in any covered "auto" for accidental discharge, other than discharge due to a collision loss.

This coverage is applicable only if comprehensive coverage applies to the covered "auto".

This coverage is excess over any other collectible insurance or reimbursement by manufacturer's warranty.

I. Auto Loan/Lease Gap Coverage

SECTION III PHYSICAL DAMAGE COVERAGE, Item A., Coverage, is amended by adding the following:

8. Auto Loan/Lease Gap Coverage

This coverage applies only to a covered "auto" described or designated in the Schedule or in the Declarations as including physical damage coverage.

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

- a. The amount paid under the Physical Damage Coverage Section on the policy; and
- b. Any:
 - (1) Overdue lease/loan payments at the time of the "loss";

- (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (3) Security deposits not returned by the lessor;
- (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (5) Carry-over balances from previous loans or leases.

J. Audio, Visual and Data Electronic Equipment – Limit Amended

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limits of Insurance, 1.b. is amended by replacing the \$1,000 limit with a \$2,500 limit.

SECTION IV – BUSINESS AUTO CONDITIONS AMENDMENTS

A. Duties In The Event Of Accident, Claim, Suit Or Loss Amended

SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss, a. is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An executive officer or insurance manager, if you are a corporation; or
- (4) A member or manager, if you are a limited liability company.

But this section does not amend the provisions relating to notification of police, protection or examination of the property which was subject to the "loss".

B. Blanket Waiver of Subrogation

Section IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us, is amended by adding the following exception:

However, we waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

C. Unintentional Failure to Disclose Hazards

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation Or Fraud, is amended by adding the following paragraph:

If you unintentionally fail to disclose any hazards existing at the inception date of the policy, or during the policy period in connection with any additional hazards, we will not deny coverage under this Coverage Part because of such failure.

D. Employee Hired Auto

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, paragraph b. is deleted and replaced by the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be a covered “auto” you own:

- (1) Any covered “auto” you lease, hire, rent or borrow.
- (2) Any covered “auto” hired or rented by your “employee” under a contract in that individual “employee’s” name, with your permission, while performing duties related to the conduct of your business.

However, any “auto” that is leased, hired, rented or borrowed with a driver is not a covered “auto”.

E. Primary and Noncontributory If Required By Written Contract or Written Agreement

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c., the following is added and supersedes any provision to the contrary:

This Coverage Form’s Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an “insured” under your policy provided that:

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

BUSINESS AUTO ENHANCEMENT EDGE ENDORSEMENT

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO ENHANCEMENT EDGE ENDORSEMENT

This endorsement modifies the insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

SECTION I – COVERED AUTOS COVERAGE AMENDMENTS

A. Temporary Substitute Vehicle Physical Damage

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

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

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

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

SECTION II – COVERED AUTOS LIABILITY COVERAGE AMENDMENTS

A. Who Is An Insured

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

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

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

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

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

- f. Any “employee” of yours is an “insured” while using a covered “auto” you don’t own, hire or borrow in your business or your personal affairs.
- g. Any “employee” of yours is an “insured” while operating a covered “auto” hired or rented under a contract or agreement in the “employee’s” name, with your permission, while performing duties related to the conduct of your business.

B. Blanket Additional Insured

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

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

C. Liability Coverage Extensions – Supplementary Payments

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

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

D. Fellow Employee Coverage

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

Co-Employee	Lawsuit	Defense	Cost
Reimbursement			

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

SECTION III – PHYSICAL DAMAGE COVERAGE AMENDMENTS

A. Towing

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

2. Towing

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

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

B. Transportation Expense – Limits Amended

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses is amended by replacing \$20 per day/\$600 maximum limit with \$50 per day/\$1,000 maximum.

C. Hired Auto Physical Damage – Loss Of Use Expenses – Limits Amended

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, b. Loss of Use Expenses is amended by replacing the \$20 per day/\$600 maximum limit with \$50 per day/\$750 maximum limit.

D. Personal Effects Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by adding the following:

c. Personal Effects

We will pay up to \$500 for “loss” to personal effects, which are:

- (1) Owned by an “insured”; and
- (2) In or on your covered “auto.”

This coverage applies only in the event of the total theft of your covered “auto.” No deductible applies to this coverage

E. Glass Repair – Deductible Waiver

SECTION III – PHYSICAL DAMAGE COVERAGE,
A. Coverage, 3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles, is amended by adding the following:

No deductible will apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

F. Hired Auto Physical Damage

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

5. Hired Auto Physical Damage

If hired “autos” are covered “autos” for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this coverage form for any “auto” you own, then the Physical Damage Coverages provided are extended to “autos” you hire of like kind and use, subject to the following:

- a. The most we will pay for any one “loss” is \$50,000 or the actual cash value or cost to repair or replace, whichever is less, minus a deductible;
- b. The deductible will be equal to the largest deductible applicable to any owned “auto” for that coverage. Any Comprehensive deductible does not apply to “loss” caused by fire or lightening;
- c. Hired Auto Physical Damage coverage is excess over any other collectible insurance; and
- d. Subject to the above limit, deductible and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered “auto” you own.

If a limit for Hired Auto Physical Damage is indicated in the Declarations, then that limit replaces, and is not added to, the \$50,000 limit indicated above.

G. Rental Reimbursement

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

6. Rental Reimbursement

This coverage applies only to a covered “auto” of the private passenger or light truck type as follows:

- a. We will pay for rental reimbursement expenses incurred by you for the rental of a private passenger or light truck type “auto” because of “loss” to a covered private passenger or light truck type “auto”. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered private passenger or light truck type “auto.” No deductibles apply to this coverage.
- b. We will pay only for those expenses incurred during the policy period beginning 24 hours after the “loss” and ending, regardless of the policy’s expiration, with the lesser of the following number of days:
 - (1) The number of days reasonably required to repair or replace the covered private passenger or light truck type “auto”. If “loss” is caused by theft, this number of days is added to the number of days it takes to locate the covered private passenger or light truck type “auto” and return it to you; or
 - (2) 30 days.
- c. Our payment is limited to the lesser of the following amounts:
 - (1) Necessary and actual expenses incurred, or
 - (2) \$50 per day, up to a maximum of \$1,000.

- d. This coverage does not apply while there are spare or reserve private passenger or light truck type "autos" available to you for your operations.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions.**

For the purposes of this Rental Reimbursement coverage, light truck is defined as a truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as the maximum loaded weight the auto is designed to carry.

H. Accidental Airbag Deployment Coverage

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

7. Accidental Airbag Deployment Coverage

We will pay to reset or replace factory installed airbag(s) in any covered "auto" for accidental discharge, other than discharge due to a collision loss.

This coverage is applicable only if comprehensive coverage applies to the covered "auto".

This coverage is excess over any other collectible insurance or reimbursement by manufacturer's warranty.

I. Auto Loan/Lease Gap Coverage

SECTION III PHYSICAL DAMAGE COVERAGE, Item A., Coverage, is amended by adding the following:

8. Auto Loan/Lease Gap Coverage

This coverage applies only to a covered "auto" described or designated in the Schedule or in the Declarations as including physical damage coverage.

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

- a. The amount paid under the Physical Damage Coverage Section on the policy; and
- b. Any:
 - (1) Overdue lease/loan payments at the time of the "loss";

- (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (3) Security deposits not returned by the lessor;
- (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (5) Carry-over balances from previous loans or leases.

J. Audio, Visual and Data Electronic Equipment – Limit Amended

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limits of Insurance, 1.b. is amended by replacing the \$1,000 limit with a \$2,500 limit.

SECTION IV – BUSINESS AUTO CONDITIONS AMENDMENTS

A. Duties In The Event Of Accident, Claim, Suit Or Loss Amended

SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss, a. is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An executive officer or insurance manager, if you are a corporation; or
- (4) A member or manager, if you are a limited liability company.

But this section does not amend the provisions relating to notification of police, protection or examination of the property which was subject to the "loss".

B. Blanket Waiver of Subrogation

Section IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us, is amended by adding the following exception:

However, we waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

C. Unintentional Failure to Disclose Hazards

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation Or Fraud, is amended by adding the following paragraph:

If you unintentionally fail to disclose any hazards existing at the inception date of the policy, or during the policy period in connection with any additional hazards, we will not deny coverage under this Coverage Part because of such failure.

D. Employee Hired Auto

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, paragraph b. is deleted and replaced by the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be a covered “auto” you own:

- (1) Any covered “auto” you lease, hire, rent or borrow.
- (2) Any covered “auto” hired or rented by your “employee” under a contract in that individual “employee’s” name, with your permission, while performing duties related to the conduct of your business.

However, any “auto” that is leased, hired, rented or borrowed with a driver is not a covered “auto”.

E. Primary and Noncontributory If Required By Written Contract or Written Agreement

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c., the following is added and supersedes any provision to the contrary:

This Coverage Form’s Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an “insured” under your policy provided that:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WHO IS AN INSURED AMENDED

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

With respect to **SECTION II – WHO IS AN INSURED**, Paragraph 3. is replaced by the following:

3. Any additional insured under any policy of “underlying insurance” will automatically be an insured under this insurance.

Subject to **Section III – Limits Of Insurance**, if coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:

- a. The minimum amount of insurance required by the contract or agreement, less any amounts payable by any “underlying insurance; or
- b. The amount of insurance available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

Additional insured coverage provided by this insurance will not be broader than coverage provided by the “underlying insurance”.



STATE OF WASHINGTON

Department of Labor & Industries

Certificate of Workers' Compensation Coverage

June 13, 2025

WA UBI No.	601 619 703
L&I Account ID	420,795-02
Legal Business Name	ARROW CONCRETE & ASPHALT SPECIALTIES LLC
Doing Business As	ARROW CONCRETE & ASPHALT SPE
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Quarter 1 of Year 2025 "31 to 50 Workers"
Account Representative	Employer Services Help Line, (360) 902-4817
Licensed Contractor?	Yes
License No.	ARROWCA771CN
License Expiration	02/13/2027

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**Date Rec'd**

7/15/2025

Clerk's File #

OPR 2025-0556

Cross Ref #

RES 2025-0042

Project #**Council Meeting Date:** 08/25/2025**Submitting Dept**

SOLID WASTE DISPOSAL

Bid #

SOLE SOURCE

Contact Name/Phone

CHRIS AVERYT 625-6540

Requisition #

CR 27720

Contact E-Mail

CAVERYT@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

KKLITZKE

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** NO**Public Works?** YES**Agenda Item Name**

4490 CONTRACT FOR TURBINE GENERATOR PARTS AND SERVICE

Agenda Wording

Five year sole source contract with Siemens Energy, Inc. (Orlando, FL) for parts, maintenance and service of the condensing steam turbine generator at the Waste to Energy Facility through April 30, 2030 and a total cost not to exceed \$1,750,000.00 plus tax for the five year term.

Summary (Background)

Siemens Energy is the original equipment manufacturer of the turbine generator at the Waste to Energy Facility. On June 16, 2025, City Council approved a five year sole source resolution (RES 2025-0042) with Siemens Energy for the turbines needed service, parts and maintenance required to keep the facility operational. A five year contract is requested for approval for the purchase of these needed parts and services.

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.

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

N/A

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost		\$ 1,750,000.00	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
This is a routine repair and maintenance supply and service expense that is planned for annually in the Solid Waste Disposal budget.			
Amount		Budget Account	
Expense	\$ 1,750,000.00 (2025-2030)	#	4490-44100-37148-54803-34002
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	
<u>Dept Head</u>	AVERYT, CHRIS	<u>PURCHASING</u>	NECHANICKY, JASON
<u>Division Director</u>	FEIST, MARLENE		
<u>Accounting Manager</u>	ALBIN-MOORE, ANGELA		
<u>Legal</u>	HARRINGTON,		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
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City of Spokane

PUBLIC WORKS AGREEMENT

Title: **PARTS, MAINTENANCE AND SERVICE FOR
CONDENSING STEAM TURBINE GENERATOR**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **SIEMENS ENERGY, INC.**, whose address is 4400 North Alafaya Trail, Orlando, Florida 32826, as ("Contractor") individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the purpose of this Contract is to provide Parts, Maintenance, and Service necessary for the Condensing Steam Turbine Generator Drive Package, Serial #D0823, in accordance with the Sole Source Justification attached hereto; and

WHEREAS, the Contractor has been deemed a Sole Source provider.

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 May 1, 2025, and ends on April 30, 2030, 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 shall provide Parts, Maintenance, and Service necessary for the Condensing Steam Turbine Generator Drive Package, Serial #D0823 in accordance with the Sole Source Justification, attached as Exhibit C.

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 **THREE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$350,000.00)** per year for a total contract amount of **ONE MILLION SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$1,750,000.00)**, plus applicable sales tax, payable in accordance with the Sole Source Justification, attached as 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 Contractor will send its applications for payment to the Spokane Solid Waste Disposal, MDorgan@spokanecity.org. 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. Five percent (5%) of the Contract price may be retained by the City, solely if Contractor has failed to provide to the City the Retainage Bond attached hereto, 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.

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.

The following public works requirements apply to the work under this Agreement.

- 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. The price paid or to be paid to Contractor under the Agreement does not include any federal, state, or local property, license, privilege, sales, use, excise, value added, gross receipts, or similar taxes (other than federal and state income taxes imposed on Contractor) now or hereafter applicable to, measured by, or imposed upon or with respect to the transaction, the Parts and Maintenance, its or their sale, their value or their use, or any Services performed in connection therewith.

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 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. 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. Subject to Section 5.C of this Agreement, 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. **If City approves Contractor's request to utilize a subcontractor/s for a portion of the work to be performed, such approval shall be conditioned upon Contractor obtaining a payment bond for each subcontractor's work in advance of such work being performed and in an amount determined by the City.** 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. CONSTRUUAL.

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

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. Changes in applicable laws, regulations, executive orders, taxes, tariffs, customs duties, or technical codes and standards or the imposition of new laws, regulations, executive orders, taxes, tariffs, customs duties, or technical codes and standards after the date of the SEI proposal (or the effective date of the Agreement if no proposal was provided) will be treated as changes to the scope of work and Agreement, and SEI will be entitled to an adjustment to the Agreement price and schedule to the extent SEI's cost or time to perform or deliver any Parts, Maintenance, and Services are impacted.
- C. 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.
- D. 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.
- E. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- F. **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.
- G. **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.

- H. **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.
- I. **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.
- J. 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.

SIEMENS ENERGY, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Debarment Certification
Exhibit B - Certification of Compliance with Wage Payment Statutes
Exhibit C – Sole Source Justification
Payment Bond
Performance Bond

25-062b

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

Exhibit B



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 C

PAYMENT BOND

We, **SIEMENS ENERGY, INC.**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **THREE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$350,000.000)** per year for a total contract amount of **ONE MILLION SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$1,750,000.00)**, plus applicable sales tax, 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 provide Parts, Maintenance, and Service necessary for the Condensing Steam Turbine Generator Drive Package, Serial #D0823. 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 _____.

SIEMENS ENERGY, INC.,

AS PRINCIPAL

By: _____

Title: _____

_____,
AS SURETY

By: _____

Its Attorney in Fact

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

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, **SIEMENS ENERGY, INC.**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **THREE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$350,000.00)** per year for a total contract amount of **ONE MILLION SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$1,750,000.00)**, plus applicable sales tax, 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 provide Parts, Maintenance, and Service necessary for the Condensing Steam Turbine Generator Drive Package, Serial #D0823. 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 _____

SIEMENS ENERGY, INC.,
AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

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

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) 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

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 05/19/2025**Committee Agenda type:** Consent**Council Meeting Date:** 06/16/2025

Submitting Dept Contact Name/Phone Contact E-Mail Agenda Item Type Council Sponsor(s) Sponsoring at Administrators Request Lease? NO Agenda Item Name		Date Rec'd	5/13/2025
		Clerk's File #	RES 2025-0042
		Cross Ref #	
		Project #	
SOLID WASTE DISPOSAL		Bid #	SOLE SOURCE
DAVID PAINE 625-6540		Requisition #	N/A
DPAINE@SPOKANECITY.ORG			
Resolutions			
KKLITZKE JBINGLE			
NO			
Grant Related? NO		Public Works? YES	
4490 SOLE SOURCE RESOLUTION FOR TURBINE GENERATOR SERVICES			

Agenda Wording

Sole Source resolution with Siemens Energy for parts, maintenance and service of the steam turbine generator at the Waste to Energy Facility for five years and an estimated annual spend of any resulting contract of approximately \$350,000.00 plus tax.

Summary (Background)

Siemens Energy is the original equipment manufacturer of the turbine generator at the Waste to Energy Facility and are the only company that possess the design, fabrication and manufacturing information needed to service the equipment. The Solid Waste Disposal department is seeking approval of a five year sole source resolution with Siemens Energy to provide the necessary services and parts to keep the facility operational.

Adopted by Spokane City Council on:
6/16/2025

City Clerk

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.

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?

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

Not applicable

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost		\$ 1,750,000.00	
Current Year Cost		\$ 350,000.00	
Subsequent Year(s) Cost		\$ 350,000.00	
<u>Narrative</u>			
A resulting contract from this resolution would fall under a routine repair and maintenance supply and service expense that is planned for annually in the Solid Waste Disposal budget.			
Amount		Budget Account	
Expense	\$ 350,000.00 2025	# 4490-44100-37148-54803-34002	
Expense	\$ 350,000.00 2026	# 4490-44100-37148-54803-34002	
Expense	\$ 350,000.00 2027	# 4490-44100-37148-54803-34002	
Expense	\$ 350,000.00 2028	# 4490-44100-37148-54803-34002	
Expense	\$ 350,000.00 2029	# 4490-44100-37148-54803-34002	
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	
<u>Dept Head</u>	AVERYT, CHRIS	<u>PURCHASING</u>	PRINCE, THEA
<u>Division Director</u>	FEIST, MARLENE		
<u>Accounting Manager</u>	ALBIN-MOORE, ANGELA		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
		mdorgan@spokanecity.org	
jsalstrom@spokanecity.org		tprince@spokanecity.org	

Clerks No. RES 2025-0042

SOLE-SOURCE RESOLUTION

A RESOLUTION declaring Siemens Energy a sole-source provider and authorizing the City to directly enter into contract with Siemens Energy in lieu of public bidding for parts, maintenance, and service necessary for the Condensing Steam Turbine Generator Drive Package, Serial #D0823, for a five (5) year period – approximately \$350,000 annually, excluding taxes, without public bidding.

WHEREAS, The Waste To Energy Facility (WTEF) is a 24 hour / 7 day-a-week facility and if something goes wrong with the Turbine, immediate services will be needed; and

WHEREAS, Siemens Energy, is the original equipment manufacturer (OEM), possesses the design, fabrication and manufacturing information required to supply such parts, maintenance and service to this Turbine; and

WHEREAS, Siemens Energy can readily respond to maintenance requests for the Turbine. The Turbine is an integral part of the 24 hour / 7 day-a-week operation of the Waste To Energy Facility and an interruption in service would likely cause an outage if it were to break down and maintenance/parts not be readily available; and

WHEREAS, If the Turbine were to go down and WTEF did not have the means of procuring parts, maintenance and service, WTEF would incur an estimated cost of \$3,600/day in purchase of electricity to power the WTEF as well as resulting in an estimated loss of \$20,000/day in electrical revenue; and

WHEREAS, the cost of the products exceeds the 2024 public bid limit of \$50,000 for goods and \$10,000 for services;

-- Now, Therefore,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby declares Siemens Energy a sole source and authorizes staff to purchase of parts, maintenance, and service for the Condensing Steam Turbine Generator Drive Package through Siemens Energy in lieu of public bidding for a period of five (5) years without further City Council action at an estimated cost of \$350,000 annually, excluding taxes.

ADOPTED BY THE CITY COUNCIL ON 16th day of June, 2025



City Clerk

Approved as to form:



Assistant City Attorney



< Business Lookup

License Information:

New search Back to results

Entity name:SIEMENS ENERGY, INC.

Business name:SIEMENS ENERGY, INC.

Entity type:Profit Corporation

UBI #:601-900-251

Business ID:001

Location ID:0002

Location:Active

Location address:4400 ALAFAYA TRL
ORLANDO FL 32826-2301

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 location	License #	Count	Details	Status	Expiration date	First issuance date
Aberdeen General Business - Non-Resident	214200			Active		Dec-01-2009
Redmond General Business - Non-Resident				Active	Sep-30-2025	Mar-06-2023
Spokane General Business - Non-Resident	T12086458BUS			Active	Sep-30-2025	Oct-15-2012

Owners and officers on file with the Department of Revenue

Owners and officers	Title
BLACHER, BRIAN	
GARRIDO, FLORENCIA	
HANSEN, DENISE	
LUZZI, SCOTT	
VANCE, MARTHA	
VOORBERG, RICHARD	

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 3/17/2025 11:15:54 AM

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Certificate Of Completion

Envelope Id: EBDA0CC4-10AE-44F7-8B6D-C7619758EF9F

Status: Completed

Subject: RES 2025-0042 - RESOLUTION - DECLARE SIEMENS ENERGY SOLE-SOURCE PROVIDER

Source Envelope:

Document Pages: 6

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 0

Daniel Rose

AutoNav: Enabled

Stamps: 1

808 W. Spokane Falls Blvd.

Envelopeld Stamping: Enabled

Spokane, WA 99201

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

drose@spokanecity.org

IP Address: 198.1.39.252

Record Tracking

Status: Original

Holder: Daniel Rose

Location: DocuSign

6/20/2025 2:14:34 PM

drose@spokanecity.org

Signer Events

Signature

Timestamp

Terri L. Pfister

Sent: 6/20/2025 2:19:06 PM

tpfister@spokanecity.org

Viewed: 6/22/2025 3:38:36 PM

City Clerk

Signed: 6/22/2025 3:38:44 PM

City of Spokane

Signature Adoption: Uploaded Signature Image

Security Level: Email, Account Authentication (None)

Using IP Address: 73.83.241.58

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Elizabeth Schoedel

Sent: 6/22/2025 3:38:45 PM

eschoedel@spokanecity.org

Viewed: 6/22/2025 6:50:49 PM

Assistant City Attorney - approved as to form only

Signed: 6/22/2025 6:50:58 PM

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

Using IP Address:

2601:602:ce80:2d40:50c1:16b0:fa99:3173

Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 6/22/2025 6:50:49 PM

ID: 45e07efa-2122-402e-87df-cd5103570919

Terri L. Pfister

Sent: 6/22/2025 6:50:59 PM

tpfister@spokanecity.org

Viewed: 6/23/2025 11:03:44 AM

City Clerk

Signed: 6/23/2025 11:03:55 AM

City of Spokane



Security Level: Email, Account Authentication (None)

Signature Adoption: Uploaded Signature Image

Using IP Address: 73.83.241.58

Electronic Record and Signature Disclosure:

Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/20/2025 2:19:06 PM
Certified Delivered	Security Checked	6/23/2025 11:03:44 AM
Signing Complete	Security Checked	6/23/2025 11:03:55 AM
Completed	Security Checked	6/23/2025 11:03:55 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

CONSUMER DISCLOSURE

From time to time, SHI International Corp OBO City of Spokane (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact SHI International Corp OBO City of Spokane:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: klund@spokanecity.org

To advise SHI International Corp OBO City of Spokane of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at klund@spokanecity.org and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from SHI International Corp OBO City of Spokane

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to klund@spokanecity.org and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with SHI International Corp OBO City of Spokane

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to klund@spokanecity.org and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify SHI International Corp OBO City of Spokane as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by SHI International Corp OBO City of Spokane during the course of my relationship with you.



< Business Lookup

License Information:

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

Entity name: SIEMENS ENERGY, INC.

Business name: SIEMENS ENERGY, INC.

Entity type: [Profit Corporation](#)

UBI #: 601-900-251

Business ID: 001

Location ID: 0002

Location: Active

Location address: 4400 ALAFAYA TRL
ORLANDO FL 32826-2301

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 location	License #	Count	Details	Status	Expiration date	First issuance date
Aberdeen General Business - Non-Resident	214200			Active		Dec-01-2009
Redmond General Business - Non-Resident				Active	Sep-30-2025	Mar-06-2023
Spokane General Business - Non-Resident	T12086458BUS			Active	Sep-30-2025	Oct-15-2012

Owners and officers on file with the Department of Revenue

Owners and officers	Title
BLACHER, BRIAN	
GARRIDO, FLORENCIA	
HANSEN, DENISE	
LUZZI, SCOTT	
VANCE, MARTHA	
VOORBERG, RICHARD	

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 3/17/2025 11:15:54 AM

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/30/2024

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 MARSH USA, LLC. 445 SOUTH STREET MORRISTOWN, NJ 07962-1966	CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS:
CN131455505-ENERG--24/25 DRESS COOK NOC60	INSURER(S) AFFORDING COVERAGE INSURER A: HDI Global Insurance Company NAIC # 41343
INSURED SIEMENS ENERGY, INC. 4400 ALAFAYA TRAIL ORLANDO, FL 32826-2399	INSURER B: Travelers Property Casualty Co. of America 25674 INSURER C: The Charter Oak Fire Insurance Company 25615 INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

NYC-010991267-20

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		GLD5737103	10/01/2024	10/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 100,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ INCL. \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		TC2J-CAP-2G401355-TIL-24	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ N/A BODILY INJURY (Per accident) \$ N/A PROPERTY DAMAGE (Per accident) \$ N/A \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N	UB-1R980049-24-51-K (AOS) UB-1R977776-24-51-R (AZ,MA,WI)	10/01/2024 10/01/2024	10/01/2025 10/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B		N / A				

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

RE: CITY OF SPOKANE PUBLIC WORKS AGREEMENT

THE CITY, ITS OFFICERS AND EMPLOYEES ARE HEREBY ADDITIONAL INSURED AS OBLIGATED UNDER CONTRACT UNDER THE REFERENCED GENERAL LIABILITY AND AUTOMOBILE LIABILITY INSURANCE POLICIES.

IF THESE POLICIES ARE CANCELLED FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, THE INSURER WILL DELIVER NOTICE OF CANCELLATION TO THE CERTIFICATE HOLDER UP TO 60 DAYS PRIOR TO THE CANCELLATION OR AS REQUIRED BY WRITTEN CONTRACT, WHICHEVER IS LESS.

CERTIFICATE HOLDER

CANCELLATION

CITY OF SPOKANE SOLID WASTE DISPOSAL ATTN: MICHELLE DORGAN 2900 SOUTH GEIGER BLVD SPOKANE, WA 99224	Updated address requested -mgd 7-15-25	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 <i>Justin Bernardino</i>

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**Agenda Sheet for City Council:****Committee:** PIES **Date:** 07/21/2025**Committee Agenda type:** Consent**Date Rec'd**

7/15/2025

Clerk's File #

RES 2025-0060

Cross Ref #

OPR 2025-0592

Project #**Council Meeting Date:** 08/25/2025**Submitting Dept**

SOLID WASTE DISPOSAL

Bid #

SOLE SOURCE

Contact Name/Phone

CHRIS AVERYT 625-6540

Requisition #

VB

Contact E-Mail

CAVERYT@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Council Sponsor(s)

KKLITZKE JBINGLE

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

4490 SOLE SOURCE RESOLUTION AND VALUE BLANKET FOR MECHANICAL

Agenda Wording

Five year sole source resolution and value blanket with Washington Equipment Manufacturing Company, Inc. (WEMCO) (Spokane, WA) for the as needed purchase of mechanical crane parts for the Waste to Energy Facility from 12/1/2025 through 11/30/2030 and a total cost not to exceed \$300,000.00, plus tax.

Summary (Background)

Washington Equipment Manufacturing Company, Inc. is a sole-source provider for new proprietary mechanical spare replacement crane parts, that are 100% specific to the two overheard refuse cranes currently utilized at the Waste To Energy Facility. In lieu of public bidding, a sole source resolution and a five year value blanket is sought for the as-needed purchase of these proprietary parts.

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.

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

N/A

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost		\$ 300,000.00	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
This is a routine repair and maintenance supply expense that is planned for annually in the Solid Waste Disposal budget.			
Amount		Budget Account	
Expense	\$ 300,000.00	# 4490-44100-37148-53210-34002	
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	
<u>Dept Head</u>	AVERYT, CHRIS	<u>PURCHASING</u>	PRINCE, THEA
<u>Division Director</u>	FEIST, MARLENE		
<u>Accounting Manager</u>	ALBIN-MOORE, ANGELA		
<u>Legal</u>	HARRINGTON,		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
		mdorgan@spokanecity.org	
jsalstrom@spokanecity.org		tprince@spokanecity.org	
rrinderle@spokanecity.org			

SOLE-SOURCE RESOLUTION

A RESOLUTION declaring Washington Equipment Manufacturing Company, Inc (WEMCO), 5510 West Thorpe Road, Spokane, WA 99224, a sole-source provider and authorizing the City to directly enter into a Value Blanket Order Contract with WEMCO in lieu of public bidding for new proprietary mechanical spare replacement crane parts, that are 100% specific to the two overhead refuse cranes currently employed at the City of Spokane, Waste To Energy Facility (WTEF), for a five (5) year period – for a total of \$300,000 plus taxes, without public bidding.

WHEREAS, The City of Spokane, Waste To Energy Facility (COS WTEF) is a 24 hour / 7 day-a-week facility and if something goes wrong with cranes, spare parts are will be needed; and

WHEREAS, WEMCO designed and manufactured the overhead refuse cranes, and is the sole manufacturer of the proprietary replacement parts required for the cranes; and

WHEREAS, WEMCO has sole rights to the drawings that allow the manufacturing of custom proprietary parts, that are 100% specific to the overhead refuse crane employed at the COS WTEF;

-- Now, Therefore,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby declares WEMCO a sole source and authorizes staff to purchase proprietary mechanical spare replacement crane parts as needed, through WEMCO in lieu of public bidding for a period of five (5) years without further City Council action at an estimated cost of \$300,000 plus tax, over a five-year period, 12/1/2025 through 11/30/2030.

ADOPTED BY THE CITY COUNCIL ON _____

City Clerk

Approved as to form:

Assistant City Attorney

< Business Lookup

License Information:

New searchBack to results

Entity name:WASHINGTON EQUIPMENT MANUFACTURING COMPANY, INC.

Business name:WASHINGTON EQUIPMENT MANUFACTURING COMPANY, INC.

Entity type:Profit Corporation

UBI #:601-174-038

Business ID:001

Location ID:0001

Location:Active

Location address:5510 W THORPE RD
SPOKANE WA 99224-5371

Mailing address:5510 W THORPE RD
SPOKANE WA 99224-5371

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
Moses Lake General Business - Non-Resident	BUS2020-0349			Active	Apr-30-2026	May-18-2020
Spokane General Business - Non-Resident	T12003901BUS			Active	Apr-30-2026	Oct-15-2012

Owners and officers on file with the Department of Revenue

Owners and officers	Title
ROUSE, JOHN	
ROUSE, JUSTON	
ROUSE, KARMA	
TURNER, MATTHEW	

Registered Trade Names

Registered trade names	Status	First issued
WEMCO INC	Active	May-02-1989

The Business Lookup information is updated nightly. Search date and time: 7/15/2025 10:35:04 AM

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**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 #

RES 2025-0063

Cross Ref #**Project #****Council Meeting Date:** 08/25/2025**Submitting Dept**

CITY COUNCIL

Bid #**Contact Name/Phone**

CHRIS WRIGHT 625-6210

Requisition #**Contact E-Mail**

CWRIGHT@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Council Sponsor(s)

BWILKERSON PDILLON

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

0320 RESOLUTION REVISING COUNCIL BOARDS AND COMMISSIONS

Agenda Wording

A resolution updating the appointment of City Council Members to boards, committees, and commissions for 2025.

Summary (Background)

City Council members serve as members of several intergovernmental boards and committees and also serve on city boards and committees pursuant to various inter-local agreements. Appointments to these boards and committees usually occurs annually, but it is necessary to adjust the list of appointments with the resignation of Lili Navarrete from the council, which was effective July 2. The council is expected to appoint her successor on July 28. The proposed resolution revises the current assignments to committees, boards and commissions to include the new council member in the appointments.

What impacts would the proposal have on historically excluded communities?

The resolution ensures continued council representation on boards and committees which have city-wide impacts.

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

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?

The resolution is consistent with the City Charter and Council Procedures.

Council Subcommittee Review

Not applicable.

Fiscal Impact			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<u>Narrative</u>			
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	
<u>Dept Head</u>			
<u>Division Director</u>			
<u>Accounting Manager</u>	BUSTOS, KIM		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>			
Distribution List			
		ehaugen@spokanecity.org	

RESOLUTION NO. 2025-0063

A resolution updating the appointment of City Council Members to boards, committees, and commissions for 2025.

WHEREAS, City Council members are included as members of several inter-governmental boards and committee and serve on other city boards and committees pursuant to various inter-local agreements, provisions of the Spokane Municipal Code, and state statutes; and

WHEREAS, City Council committee appointments are governed by chapter 02.005.010 of the Spokane Municipal Code and Rule 7.7 of the City Council's Rules of Procedure; and

WHEREAS, on December 9, 2024, and pursuant to Section 02.005.010 of the Spokane Municipal Code and Rule 7.7 of the City Council's Rules of Procedure, the City Council adopted resolution 2024-0118 appointing council members to various boards and commissions for the year 2025; and

WHEREAS, since adoption of Resolution 2024-0118, the City Council member Lili Navarrete resigned as the District 2 member on the City Council, effective July 2, and

WHEREAS, pursuant to Section 8(b) of the Spokane City Charter and the Council Rules of Procedure, the City Council appointed a successor to fill the District 2 Council position, and it is therefore necessary to adjust the current assignments to committees, boards and commissions to include the new council member in the appointments.

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council approves the attached revised list of appointments to the City Council standing committees, inter-governmental boards and commissions, and other board as committees as specified in the attached list;

BE IT ALSO RESOLVED, council members who are appointed to outside boards and commissions shall represent not their individual council districts but the City of Spokane as a whole; and

BE IT ALSO RESOLVED that each appointment will be in place until the City Council adopts subsequent resolutions to revise the appointments herein, except for the appointment to the Airport Board, on which Council President Wilkerson shall serve the remainder of Lori Kinnear's term, which runs through December 31, 2025, per their bylaws, from the date of passage of this resolution; and

BE IT FURTHER RESOLVED that, consistent with Resolution 2024-0118, all Council Members are formally appointed to serve as alternates on any listed board, commission, or committee when an appointed Council Member cannot attend. Alternate Council Members and proxies will be chosen at the discretion of the Council President; and, it is further resolved the Mayor is also appointed as an additional alternate to the Spokane Transit Authority Board of Directors.

BE IT FINALLY RESOLVED that subsequent changes to the appointments on the attached list may occur at any time via resolution.

Adopted by the City Council this ____ day of August, 2025.

City Clerk

Approved as to form:

Assistant City Attorney

Attachment A: 2025 Spokane City Council Board, Commission, & Committee Appointments							
Council President Pro-Tempore: Dillon							
Public Safety & Community Health Committee	Council Member(s):	Urban Experience Committee	Council Member(s):	Public Infrastructure, Environment, & Sustainability Committee	Council Member(s):	Finance & Administration Committee	Council Member(s):
Standing Committee Chair	Zappone	Standing Committee Chair	Bingle	Standing Committee Chair	Klitzke	Standing Committee Chair	Dillon
Vice Chair	Wilkerson	Vice Chair	Dillon	Vice Chair	Bingle	Vice Chair	Cathcart
City Divisions Associated with Standing Committee: Spokane Police Department; Spokane Fire Department; Emergency Management; Municipal Court		City Divisions Associated with Standing Committee: Neighborhood Housing & Human Services; Community & Economic Development; Parks; Library		City Divisions Associated with Standing Committee: Public Works		City Divisions Associated with Standing Committee: Finance; Human Resources; IT; City Attorney; Communications; Civil Rights, Equity & Inclusion	
Council Subcommittees & Ad Hoc Committees / Workgroups:		Council Subcommittees & Ad Hoc Committees / Workgroups:		Council Subcommittees & Ad Hoc Committees / Workgroups:		Council Subcommittees & Ad Hoc Committees / Workgroups:	
Internal Boards, Committees, & Commissions:		Internal Boards, Committees, & Commissions:		Internal Boards, Committees, & Commissions:		Internal Boards, Committees, & Commissions:	
Police Advisory Committee		Neighborhood Council Workgroup		External Boards, Committees, & Commissions:		Council Office Operations Workgroup	
C.O.P.S. (Liaison Member)		CHHS Board		Airport Board		Equity Subcommittee	
		Community Assembly		BROADLINC Governing Board		Fiscal Impact Workgroup	
		Human Rights Commission		Salmon Restoration Lead Entity Community Advisors		Language Access Workgroup	
		Plan Commission		Spokane Regional Solid Waste Liaison Board		Legislative Committee	
		External Boards, Committees, & Commissions:		Spokane Regional Transportation Council		Investment Committee	
		Downtown Spokane BID Board (Liaison Member)		Spokane Transit Authority (all members are alternates)		SERS Board	
		Downtown Spokane Partnership (Liaison Member)		Transportation Commission (Liaison Member)		External Boards, Committees, & Commissions:	
		East Sprague BID Board (Liaison Member)				Aging and Long Term Care	
		GMA Steering Committee of Elected Officials				Association of Washington Cities Board	
		Library Board				Fire Pension (must include Finance Committee Chair)	
		Park Board				Lodging Tax Advisory Committee (PFD)	
		Park Board Exec Committee				Tourism and Cultural Investment Committee (TACI)	
		Regional Homeless Authority				Launch Northwest	
		Spokane Arts				Police Pension (must include Council President)	
						Spokane County Veterans Advisory Board	
						TPA Commission/Hotel Motel Commission	
						University District PDA	
						University District Development Association	
						Visit Spokane	
						West Plains PDA/S3R3	
						Northeast PDA	

Wilkerson	12
Zappone	10
Cathcart	11
Bingle	10
Dillon	11
Klitzke	7
Lambdin	5

Strike the entirety of the resolution and substitute the following in its place:

RESOLUTION NO. 2025-0063

A resolution updating the appointment of City Council Members to boards, committees, and commissions for 2025.

WHEREAS, City Council members are included as members of several inter-governmental boards and committee and serve on other city boards and committees pursuant to various inter-local agreements, provisions of the Spokane Municipal Code, and state statutes; and

WHEREAS, City Council committee appointments are governed by chapter 02.005.010 of the Spokane Municipal Code and Rule 7.7 of the City Council's Rules of Procedure; and

WHEREAS, on December 9, 2024, and pursuant to Section 02.005.010 of the Spokane Municipal Code and Rule 7.7 of the City Council's Rules of Procedure, the City Council adopted resolution 2024-0118 appointing council members to various boards and commissions for the year 2025; and

WHEREAS, since adoption of Resolution 2024-0118, the City Council member Lili Navarrete resigned as the District 2 member on the City Council, effective July 2, and

WHEREAS, pursuant to Section 8(b) of the Spokane City Charter and the Council Rules of Procedure, the City Council appointed a successor to fill the District 2 Council position, and it is therefore necessary to adjust the current assignments to committees, boards and commissions to include the new council member in the appointments.

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council approves the attached revised list of appointments to the City Council standing committees, inter-governmental boards and commissions, and other board as committees as specified in the attached list;

BE IT ALSO RESOLVED that council members appointed to an outside board or commission are at all times representing the City of Spokane as a whole; provided, when a board or commission has three or more council members appointed and each Council

district is represented, each Council member should also prioritize the interests of their individual district;

BE IT ALSO RESOLVED that each appointment will be in place until the City Council adopts subsequent resolutions to revise the appointments herein, except for the appointment to the Airport Board, on which Council President Wilkerson shall serve the remainder of Lori Kinnear's term, which runs through December 31, 2025, per their bylaws, from the date of passage of this resolution; and

BE IT FURTHER RESOLVED that, consistent with Resolution 2024-0118, all Council Members are formally appointed to serve as alternates on any listed board, commission, or committee when an appointed Council Member cannot attend. Alternate Council Members and proxies will be chosen at the discretion of the Council President; and, it is further resolved the Mayor is also appointed as an additional alternate to the Spokane Transit Authority Board of Directors, to serve when all other alternates are unavailable.

BE IT FINALLY RESOLVED that subsequent changes to the appointments on the attached list may occur at any time via resolution.

Adopted by the City Council this ____ day of August, 2025.

City Clerk

Approved as to form:

Assistant City Attorney

PURPOSE OF AMENDMENT: This amendment to the substituted version (1) modifies the resolved clause relating to representation of the City as whole to provide that when multiple council members serve on a board, they can prioritize the interests of their individual districts, and (2) modifies the penultimate resolved clause so that the Mayor serves as an alternate only when other alternates are unavailable.

RES 2025-0063 (CATHCART AMENDMENT NO. 2)(08-06-25)

- 1. Strike the attached chart of appointments, and insert in its place the attached chart of City Council standing committees, intergovernmental boards and commissions.**

PURPOSE OF AMENDMENT: This amendment eliminates the COPs Board and the Regional Homeless Authority from the list of appointments.

RESOLUTION 2025-0063 ATTACHMENT A (CATHCART AMENDMENT)

Attachment A: 2025 Spokane City Council Board, Commission, & Committee Appointments							
Council President Pro-Tempore: Dillon							
Public Safety & Community Health Committee	Council Member(s):	Urban Experience Committee	Council Member(s):	Public Infrastructure, Environment, & Sustainability Committee	Council Member(s):	Finance & Administration Committee	Council Member(s):
Standing Committee Chair	Zappone	Standing Committee Chair	Bingle	Standing Committee Chair	Klitzke	Standing Committee Chair	Dillon
Vice Chair	Wilkerson	Vice Chair	Dillon	Vice Chair	Bingle	Vice Chair	Cathcart
City Divisions Associated with Standing Committee: Spokane Police Department; Spokane Fire Department; Emergency Management; Municipal Court		City Divisions Associated with Standing Committee: Neighborhood Housing & Human Services; Community & Economic Development; Parks; Library		City Divisions Associated with Standing Committee: Public Works		City Divisions Associated with Standing Committee: Finance; Human Resources; IT; City Attorney; Communications; Civil Rights, Equity & Inclusion	
Council Subcommittees & Ad Hoc Committees / Workgroups:		Council Subcommittees & Ad Hoc Committees / Workgroups:		Council Subcommittees & Ad Hoc Committees / Workgroups:		Council Subcommittees & Ad Hoc Committees / Workgroups:	
Internal Boards, Committees, & Commissions:		Housing Action Subcommittee	Lambdin	Internal Boards, Committees, & Commissions:		Council Office Operations Workgroup	Wilkerson; Dillon; Cathcart
Police Advisory Committee	Zappone	Neighborhood Council Workgroup	Cathcart; Klitzke; Wilkerson	External Boards, Committees, & Commissions:		Equity Subcommittee	Lambdin
External Boards, Committees, & Commissions:		Internal Boards, Committees, & Commissions:		Airport Board	Wilkerson	Fiscal Impact Workgroup	Cathcart; Dillon; Zappone
C.O.P.S. (Liaison Member)	Cathcart	CHHS Board	Lambdin	BROADLINC Governing Board	Cathcart	Language Access Workgroup	Cathcart; Lambdin
		Community Assembly	Wilkerson	Salmon Restoration Lead Entity Community Advisors	Klitzke	Legislative Committee	Dillon, Bingle, Zappone
		Human Rights Commission	Lambdin	Spokane Regional Solid Waste Liaison Board	Klitzke	Internal Boards, Committees, & Commissions:	
		Plan Commission	Klitzke	Spokane Regional Transportation Council	Klitzke; Bingle	Investment Committee	Dillon
		External Boards, Committees, & Commissions:		Spokane Transit Authority (all members are alternates)	Zappone; Klitzke; Cathcart; Wilkerson	SERS Board	Bingle
		Downtown Spokane BID Board (Liaison Member)	Bingle	Transportation Commission (Liaison Member)	All Council Members are Liasons	External Boards, Committees, & Commissions:	
		Downtown Spokane Partnership (Liaison Member)	Cathcart			Aging and Long Term Care	Wilkerson
		East Sprague BID Board (Liaison Member)	Dillon			Association of Washington Cities Board	Zappone
		GMA Steering Committee of Elected Officials	Cathcart; Klitzke; Dillon			Fire Pension (must include Finance Committee Chair)	Dillon
		Library Board	Klitzke			Lodging Tax Advisory Committee (PFD)	Wilkerson
		Park Board	Bingle			Tourism and Cultural Investment Committee (TACI)	Zappone
		Park Board Exec Committee	Bingle			Launch Northwest	Bingle
		Regional Homeless Authority	Bingle; Zappone			Police Pension (must include Council President)	Wilkerson
		Spokane Arts	Dillon			Spokane County Veterans Advisory Board	Klitzke
						TPA Commission/Hotel Motel Commission	Zappone
						University District PDA	Wilkerson
						University District Development Association	Wilkerson
						Visit Spokane	Zappone
						West Plains PDA/S3R3	Wilkerson
						Northeast PDA	Cathcart

Wilkerson	12
Zappone	10
Cathcart	11
Bingle	10
Dillon	11
Klitzke	7
Lambdin	5

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 06/16/2025**Committee Agenda type:** Discussion**Date Rec'd**

6/10/2025

Clerk's File #

ORD C36718

Cross Ref #**Project #****Council Meeting Date:** 07/14/2025**Submitting Dept**

CITY COUNCIL

Bid #**Contact Name/Phone**

CHRIS WRIGHT 625-6210

Requisition #**Contact E-Mail**

CWRIGHT@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

BWILKERSON JBINGLE

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

0320ORDINANCE AMENDING MEMBERSHIP OF CLIMATE RESILIENCE &

Agenda Wording

An ordinance modifying the membership of the Climate Resilience and Sustainability Board to include a liaison designated by the Community Assembly, and amending Sections 04.41.020 and 04.41.030 of the Spokane Municipal Code.

Summary (Background)

Ordinance C36557, adopted in 2024, created the Climate Resilience and Sustainability Board (CRSB). As originally configured the membership on the CRSB did not include a representative from the Community Assembly. By resolution the Community Assembly requested that it be allowed to designate a liaison to the CRSB. The ordinance modified SMC 04.41 to allow for a Community Assembly liaison on the CRSB.

What impacts would the proposal have on historically excluded communities?

The ordinance provides a formal role on the Climate Resilience and Sustainability Board (CRSB) for the Community Assembly, which is comprised of representatives from the 29 neighborhood councils and which has broad representation from all sectors of the city. To the extent they participate in the neighborhood council program and the Community Assembly, historically excluded communities would be given an additional voice on the CRSB.

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. This ordinance broadens the membership of the CRSB to include a Community Assembly liaison.

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

Not applicable. This ordinance broadens the membership of the CRSB to include a Community Assembly liaison.

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 04.41, which established the CRSB, indicates that its membership "will consist of diverse and broad representation." Adding a liaison position for the Community Assembly is consistent with this stated desire of the ordinance to create a broad-based membership on the CRSB.

Council Subcommittee Review

None

Fiscal Impact			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<u>Narrative</u>			
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	
<u>Dept Head</u>			
<u>Division Director</u>			
<u>Accounting Manager</u>	BUSTOS, KIM		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>			
Distribution List			

ORDINANCE NO. C-36718

An ordinance modifying the membership of the Climate Resilience and Sustainability Board to include a liaison designated by the Community Assembly, and amending Sections 04.41.020 and 04.41.030 of the Spokane Municipal Code.

WHEREAS, the Community Assembly was created in 2000 by the voters of Spokane to establish “a coalition of independent neighborhood councils [to serve] as a forum for discussion of issues of broad interest” in the Spokane community; and

WHEREAS, in 2024 the City Council enacted Ordinance C36557, which established the Climate Resilience and Sustainability Board with the stated purpose “to provide advice and recommendations to the Mayor, City Council, and community on the actions necessary to achieve the community’s sustainability and climate goals”; and

WHEREAS, the composition of the Climate Resilience and Sustainability Board, as established by Ordinance C36557, included members of the community from diverse backgrounds, including members of impacted communities facing disproportionate environmental and health disparities; individuals with expertise in public health, emergency management, climate planning, or sustainability and resiliency initiatives; business leaders and entrepreneurs with experience implementing sustainability and resiliency initiatives; and students of secondary and postsecondary education institutions within the city of Spokane; and

WHEREAS, the composition of the Climate Resilience and Sustainability Board consists of up to 15 voting members; and

WHEREAS, the Climate Resilience and Sustainability Board includes one non-voting liaison position, a member of the City Council; and

WHEREAS, in a letter dated May 1, 2025, the Community Assembly requested the City Council amend the enabling ordinance for the Climate Resilience and Sustainability Board to include a liaison position;

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That Section 04.41.020 of the Spokane Municipal Code is amended to read as follows:

Section 04.41.020 Membership

- A. The Climate Resilience and Sustainability Board shall consist of up to fifteen (15) voting members committed to achieving the goals of SMC Chapter 15.05 and implementing the policies and recommendations of the Sustainability Action Plan and the Climate Component of the Comprehensive Plan.

- B. The Climate Resilience and Sustainability Board membership will consist of diverse and broad representation including but not limited to:
 - 1. members of impacted communities facing disproportionate environmental and health disparities;
 - 2. individuals with expertise in public health, emergency management, climate planning, or sustainability and resiliency initiatives;
 - 3. business leaders and entrepreneurs with experience implementing sustainability and resiliency initiatives; and
 - 4. students of secondary and postsecondary education institutions within the city of Spokane.
- C. Climate Resilience and Sustainability Board members shall be at least sixteen years of age.
- D. The City Council may appoint a city council member to serve as a liaison to the Board.
- E. The Community Assembly may appoint a qualified neighborhood council member to serve as a liaison to the Board.

Section 2. That Section 04.41.030 of the Spokane Municipal Code is amended to read as follows:

Section 04.41.030 Appointment and Term

- A. Term
 - 1. Board members are nominated by the Mayor and appointed by the City Council.
 - 2. The term of office shall be two years.
 - 3. The terms of eight of the Board members shall expire in odd-numbered years.
 - 4. The terms of seven of the Board members shall expire in even-numbered years.
 - 5. The Community Assembly member shall serve a maximum of three (3) consecutive years.
 - ((5)) 6. Initial and subsequent Board members may be appointed to such shorter and/or longer terms as are necessary to achieve this term cycle.
 - ((6)) 7. No Board member shall serve more than four consecutive full terms.

B. Vacancy

1. Any vacancy may be filled for an unexpired term in the same manner as for an original appointment under this section as amended.
2. Appointment to fill the balance of an unexpired term where more than half of the unexpired term remains shall be considered a full term.

C. To achieve broad representation, city residency shall not be required to serve on the Climate Resilience and Sustainability Board; provided, however, a majority of the Board members shall consist of residents of the city, students of secondary or post-secondary institutions located within the city of Spokane, or business owners or non-profit employees located within the city limits of Spokane.

Section 3. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 4. 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

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 06/23/2025**Committee Agenda type:** Discussion**Date Rec'd**

6/19/2025

Clerk's File #

ORD C36723

Cross Ref #**Project #****Council Meeting Date:** 07/14/2025**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	\$		
<u>Narrative</u>			
There is anticipated to be administrative costs associated with this ordinance, but those costs have not been analyzed as yet			
<u>Amount</u>		<u>Budget Account</u>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Funding Source</u>		N/A	
<u>Funding Source Type</u>		Select	
Is this funding source sustainable for future years, months, etc?			
<u>Expense Occurrence</u>			
Other budget impacts (revenue generating, match requirements, etc.)			
<u>Approvals</u>		<u>Additional Approvals</u>	
<u>Dept Head</u>			
<u>Division Director</u>			
<u>Accounting Manager</u>	BUSTOS, KIM		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>			
<u>Distribution List</u>			
		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:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

**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 C36729

Cross Ref #**Project #****Council Meeting Date:** 08/18/2025**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	\$		
<u>Narrative</u>			
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	
<u>Dept Head</u>	PALMQUIST, TAMI		
<u>Division Director</u>	MACDONALD, STEVEN		
<u>Accounting Manager</u>	ZOLLINGER, NICHOLAS		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
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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

Mayor

Date: _____

Effective Date: _____

Gonzaga Easement Reductions



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

**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 #**Project #****Council Meeting Date:** 08/18/2025**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	\$		
<u>Narrative</u>			
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	
<u>Dept Head</u>	PALMQUIST, TAMI		
<u>Division Director</u>	MACDONALD, STEVEN		
<u>Accounting Manager</u>	ZOLLINGER, NICHOLAS		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
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City of Spokane
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(509) 625-6300

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

Mayor

Date: _____

Effective Date: _____

Gonzaga Easement Reductions



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

**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 #**Project #****Council Meeting Date:** 08/18/2025**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	\$		
<u>Narrative</u>			
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	
<u>Dept Head</u>	PALMQUIST, TAMI		
<u>Division Director</u>	MACDONALD, STEVEN		
<u>Accounting Manager</u>	ZOLLINGER, NICHOLAS		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
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City of Spokane
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808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(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

Mayor

Date: _____

Effective Date: _____

Gonzaga Easement Reductions



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

**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 #

ORD C36732

Cross Ref #**Project #****Council Meeting Date:** 08/18/2025**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	\$		
<u>Narrative</u>			
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	
<u>Dept Head</u>	SCOTT, ALEXANDER		
<u>Division Director</u>			
<u>Accounting Manager</u>	BUSTOS, KIM		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
		amcdaniel@spokanecity.org	

ORDINANCE NO C36732

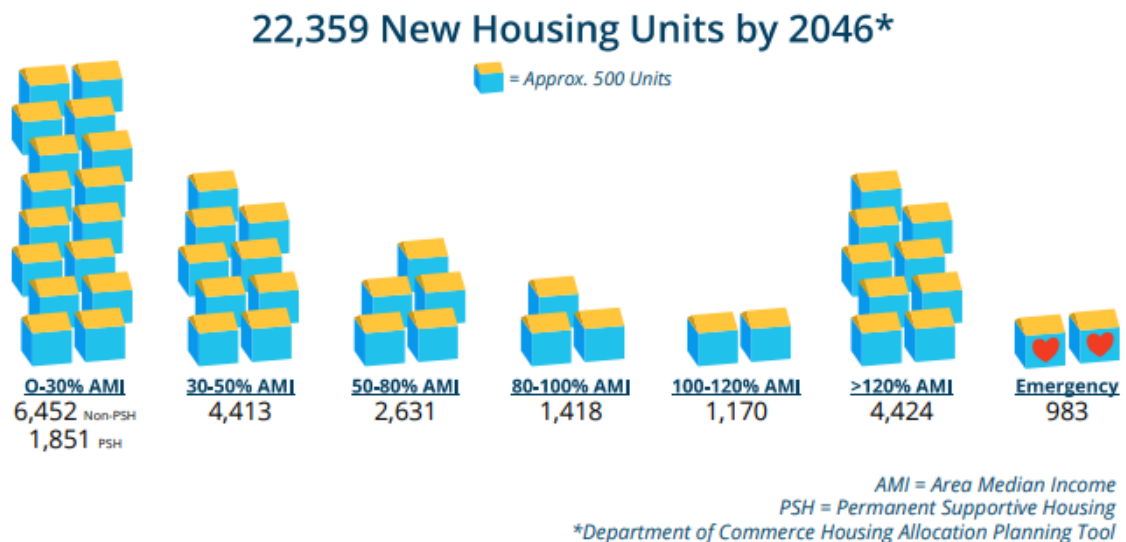
An ordinance renaming the “Housing Local Sales Fund” to the “Housing Equity and Attainable Residences Trust (HEART) Fund,” matching the municipal code with state law, and making the HEART Fund affordable housing program permanent; adopting a new Section 08.07C.051; amending Sections 07.08.155, 08.07C.020, 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:

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**Date Rec'd**

7/9/2025

Clerk's File #

ORD C36733

Cross Ref #**Project #****Council Meeting Date:** 08/18/2025**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	\$		
<u>Narrative</u>			
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	
<u>Dept Head</u>	SCOTT, ALEXANDER		
<u>Division Director</u>			
<u>Accounting Manager</u>	BUSTOS, KIM		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>	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:

<u>Building and Construction Permits</u>	<u>Spokane Municipal Code Reference</u>
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:

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:** Consent**Date Rec'd**

7/9/2025

Clerk's File #

ORD C36734

Cross Ref #**Project #****Council Meeting Date:** 08/18/2025**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	\$		
<u>Narrative</u>			
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	
<u>Dept Head</u>	GBYRD		
<u>Division Director</u>	GBYRD		
<u>Accounting Manager</u>	GBYRD		
<u>Legal</u>	GBYRD		
<u>For the Mayor</u>	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:

Approved as to form:

City Clerk

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**

7/11/2025

Clerk's File #

ORD C36737

Cross Ref #**Project #****Council Meeting Date:** 08/18/2025**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	\$		
<u>Narrative</u>			
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	
<u>Dept Head</u>	SCOTT, ALEXANDER		
<u>Division Director</u>			
<u>Accounting Manager</u>	BUSTOS, KIM		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>	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:

Approved as to form:

City Clerk

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 C36740

Cross Ref #**Project #****Council Meeting Date:** 08/18/2025**Submitting Dept**

CITY COUNCIL

Bid #**Contact Name/Phone**

CM DILLON 625-6254

Requisition #**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		\$	
<u>Narrative</u>			
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	
<u>Dept Head</u>			
<u>Division Director</u>			
<u>Accounting Manager</u>	BUSTOS, KIM		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>			
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:

Approved as to form:

City Clerk

Assistant 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 C36743

Cross Ref #**Project #****Council Meeting Date:** 08/18/2025**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	\$		
<u>Narrative</u>			
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	
<u>Dept Head</u>	GBYRD		
<u>Division Director</u>	GBYRD		
<u>Accounting Manager</u>	GBYRD		
<u>Legal</u>	GBYRD		
<u>For the Mayor</u>	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:

Approved as to form:

City Clerk

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**

7/24/2025

Clerk's File #

ORD C36746

Cross Ref #**Project #****Council Meeting Date:** 08/18/2025**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		\$	
<u>Narrative</u>			
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	
<u>Dept Head</u>	GBYRD	<u>ACCOUNTING -</u>	BROWN, SKYLER
<u>Division Director</u>	GBYRD		
<u>Accounting Manager</u>	GBYRD		
<u>Legal</u>	GBYRD		
<u>For the Mayor</u>	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.

<u>Term</u>	<u>Definition</u>
<u>Department</u>	<u>The term “department” means the City department or division preparing and submitting a grant application.</u>
<u>Grant</u>	<u>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.</u>
<u>Grant Amount</u>	<u>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.</u>

<u>Minor Contract Amount</u>	<u>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.</u>
<u>Partnership</u>	<u>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.</u>

- 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, ~~((of))~~ 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:

Approved as to form:

City Clerk

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**

7/21/2025

Clerk's File #

ORD C36741

Cross Ref #**Project #****Council Meeting Date:** 08/25/2025**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

YES

Lease? NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

0520 ORDINANCE UPDATING THE FEE-FREE BUSINESS LICENSE THRESHOLD

Agenda Wording

An ordinance updating the minimum dollar threshold for fee-free business registrations as required by state law.

Summary (Background)

RCW 35.90 requires all cities and towns with general business license requirements to adopt a uniform model ordinance. The state model ordinance adopted in 2018 established a minimum dollar threshold of \$2,000, which the businesses must be partially or fully exempted from licensing requirements. The state model ordinance is being amended effective January 1, 2026, to increase the fee-free threshold from \$2,000 to \$4,000. The state model ordinance also establishes a forty-eight-month adjustment based on CPI. This ordinance becomes effective January 1, 2026

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?

The Taxes and Licensing Office maintains a list of all registered businesses as provided by the Washington State Department of Revenue. The office does not collect any other demographic data related to business licenses.

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

The Taxes and Licensing Office maintains a list of all registered businesses as provided by the Washington State Department of Revenue.

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 is consistent with the requirements under RCW 35.90

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<u>Narrative</u>			
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	
<u>Dept Head</u>	SCOTT, ALEXANDER		
<u>Division Director</u>			
<u>Accounting Manager</u>	BUSTOS, KIM		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
Renee Robertson		Cara Geiger	

ORDINANCE NO. C36741

An ordinance updating the minimum dollar threshold for fee-free business registrations as required by state law; amending Section 08.01.190 of the Spokane Municipal Code.

WHEREAS, RCW 35.90 requires all cities and towns with general business license requirements to adopt a uniform model ordinance; and

WHEREAS, the state model ordinance adopted in 2018 established a minimum dollar threshold of \$2,000, which the businesses must be partially or fully exempted from licensing requirements; and

WHEREAS, the state model ordinance is being amended effective January 1, 2026, to increase the fee-free threshold from \$2,000 to \$4,000; and

WHEREAS, the state model ordinance also establishes a forty-eight-month adjustment based on CPI.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 08.01.190 of the Spokane Municipal Code is amended to read as follows:

Section 08.01.190 Business Registration Fee Reduction

A. Low Gross Income.

Registrants whose gross income does not exceed eighteen thousand dollars (\$18,000) per calendar year or prorated for a partial calendar year are entitled to a reduced business registration fee as specified in SMC 08.02.0206. The amount stated in this section shall be adjusted annually pursuant to SMC 08.02.0206(G). Any applicant for a reduced fee registration must present sufficient proof of gross income to the ~~((city of Spokane taxes and licenses division))~~ City of Spokane Office of Taxes and Licensing that income earned from business activities in the city is below the limit required by this section. Proof of income must be shown by a tax return filed within the previous twelve (12) months.

B. Nonprofit Organizations.

Nonprofit organizations are entitled to a reduced business registration fee as specified in SMC 08.02.0206. Any applicant for a reduced fee registration must present sufficient proof of nonprofit status as granted by the state or federal government.

C. Social Purpose Corporations.

Social Purpose Corporations are entitled to a reduced business registration fee as specified in SMC 08.02.0206. Any applicant for a reduced fee registration must present sufficient proof that the business is registered as a Social Purpose Corporation in the state of Washington.

D. Certified B Corporations

Certified B Corporations are entitled to a reduced business registration fee as specified in SMC 08.02.0206. Any applicant for a reduced fee registration must present sufficient proof that the business is actively certified as a Certified B Corporation.

E. Fee-Free Business Registration

~~((For purposes of the business registration under chapter 08.01 SMC, any))~~ Any person or business whose annual value of products, gross proceeds of sales, or gross income of the business in the city is equal to or less than ~~(((\$2,000 (or higher threshold as determined by city)))~~ \$4,000 and who does not maintain a place of business within the city, shall submit a business license registration to the Director or designee, which shall be issued with no fee to the business.

1. The fee-free business registration does not apply to regulatory license requirements or activities that require a specialized permit.
2. The threshold amount for fee-free business registrations shall be adjusted every forty-eight months on January 1, by an amount equal to the increase in the Consumer Price Index ("CPI") for "West Urban, All Urban Consumers" (CPI-U) for each 12-month period ending on June 30 as published by the United States Department of Labor Bureau of Labor Statistics or successor agency. To calculate this adjustment, the current rate shall be multiplied by one plus the cumulative four-year (forty-eight-month) CPI increase using each 12-month period ending on June 30 of each prior year and rounded to the nearest \$100. If any of the annual CPI increases are more than five (5) percent, a five (5) percent increase shall be used in computing the annual basis, and if any of the annual CPI decreases during the forty-eight-month period, a zero (0) percent increase shall be used in computing the annual basis.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date



2026 City Business License Model Threshold update

Effective January 1, 2026

What are the main changes to the model threshold?

The main change in the update would make a one-time increase to a higher threshold to \$4000 for out-of-city businesses from the current \$2,000 threshold, effective January 1, 2026.

Other changes include:

- Every four years thereafter, the threshold would have an automatic periodic increase based on cumulative inflation.
- The rates of inflation would be calculated using the Consumer Price Index-U (CPI-U) Western for June of each year compared to the previous year for the previous four years.
- The rate of inflation would be calculated as zero in any year in which inflation was negative and capped at 5% per year or 20% over four years if inflation exceeded those amounts.
- To make the threshold easier to administer, the cumulative inflation amount would be rounded to the nearest \$100.

Could my city still require a no fee registration for out-of-city businesses below the threshold?

Cities retain the local option of requiring a no-fee registration for out-of-city businesses below the threshold.

Was the definition of “engaging in business” changed?

No, the definition of engaging in business has not changed since the 2018 model was adopted.

What are the deadlines for all cities with business licenses to adopt the 2026 model threshold?

Cities with a business license **must** adopt the model by **January 1, 2026**.

However, cities that currently partner with the state’s Business Licensing Service (BLS) for business licensing administration must adopt it by mid-October 2025, because they must **provide BLS 75-day notice** of any changes to their business licenses, including this mandatory change.

What if my city has a higher threshold?

Cities can choose to enact a higher threshold. The \$4,000 city threshold for out-of-city businesses is the minimum level that every city must enact.

What if my city wants to have a threshold that applies to in-city businesses in addition to the out-of-city business threshold?

The \$4,000 threshold level for out-of-city businesses is a mandatory minimum threshold that every city business license city must adopt, but the law does not impact the city’s authority to have exemptions or other thresholds.

Cities can continue to require a license for businesses located in the city without regard to the threshold (unless the city chose to exempt these businesses).

Cities can also choose to enact a separate threshold exemption that applies to in-city businesses.

Who should my city notify when the model is adopted?

BLS partner cities: Send a completed Change Request Form to BLS notifying them of the update
All other cities: Email Sheila Gall, AWC (sheilag@awcnet.org) so we can track updates.

How will businesses find out about the changes?

Consider providing information on changes to your business license by adding information to your license renewal letter, sending a letter to your potentially impacted businesses, updating information on your city’s website or presenting to your local chamber.

Background on the 2018 model threshold

In the 2017 session, EHB 2005 (RCW 35.90) passed requiring three actions by cities with business licenses and local B&O taxes. The law required cities to make changes to business licensing, including requiring cities with business licenses to establish a workgroup to create a model business license threshold by July 2018 for adoption by all business license cities by January 1, 2019.

2018 model ordinance for local business licenses – minimum threshold

The 2018 model included a mandatory definition of “engaging in business” and a \$2000 minimum threshold (or occasional sale) exemption to establish when out-of-town or transient businesses are required to be licensed. All business license cities adopted the model by January 1, 2019 (RCW 35.90.080).

Contact

Sheila Gall

General Counsel

sheilag@awcnet.org

wacities.org



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 #

Project #

Council Meeting Date: 08/18/2025

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 MCATHCART

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	\$		
<u>Narrative</u>			
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	
<u>Dept Head</u>	GARDNER, SPENCER	<u>PURCHASING</u>	NECHANICKY, JASON
<u>Division Director</u>	MACDONALD, STEVEN		
<u>Accounting Manager</u>	ZOLLINGER, NICHOLAS		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>	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.

~~((GG))~~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.

~~((H))~~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.

((HHH))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)
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"PC Findings and Conclusions - Street-Alley-Driveway" History

-  Document created by Angela McCall (amccall@spokanecity.org)
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-  Document e-signed by Jesse Bank (jbank@spokanecity.org)
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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 #

Project #

Council Meeting Date: 08/18/2025

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	\$		
<u>Narrative</u>			
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	
<u>Dept Head</u>	GARDNER, SPENCER	<u>PURCHASING</u>	NECHANICKY, JASON
<u>Division Director</u>	MACDONALD, STEVEN		
<u>Accounting Manager</u>	ZOLLINGER, NICHOLAS		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>	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:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

EXHIBIT A

Findings of Fact, Conclusions, and Recommendations

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:
“If no other feasible option is available, 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
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"PC Findings and Conclusions - Addressing" History

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**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 #**Project #****Council Meeting Date:** 08/18/2025**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	\$		
<u>Narrative</u>			
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	
<u>Dept Head</u>	GARDNER, SPENCER	<u>PURCHASING</u>	NECHANICKY, JASON
<u>Division Director</u>	MACDONALD, STEVEN		
<u>Accounting Manager</u>	ZOLLINGER, NICHOLAS		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>	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:

- 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.

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.

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

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.

- 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

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.

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.