

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 September 22, 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 September 22, 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: 248 516 82412; password: 0320

To participate in public comment (including Open Forum):

Testimony sign-up is open beginning at 5:00 p.m. on Friday, September 19, 2025, and ending at 6:00 p.m. on Monday, September 22, 2025, via the online testimony sign-up form link which can be accessed by clicking <https://my.spokanecity.org/citycouncil/meetings/signup/> or in person outside council chambers beginning at 8:00 a.m. on September 22, 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, SEPTEMBER 22, 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

- | | | |
|--|---------|------------------------------|
| 1. Preapproval to purchase one ODB X-Treme Leaf Vac and one additional Henke 10' Box Spreader for the Street Department using Sourcewell contracts—\$223,723.82 (incl. tax) (Council Sponsors: Council Members Dillon and Cathcart)
Rick Giddings | Approve | OPR 2025-0623 |
| 2. Preapproval to purchase ¾ inch and 1 inch Copper Pipe from M&L Supply (Spokane, WA) for Water Department inventory—\$230,457.17 (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke) | | OPR 2025-0645
RFQ 6437-25 |
| 3. Outside Counsel Contract Amendment with Bryan Cave Leighton Paisner, LLP, (St. Louis, MO) in the legal matter of Currie, et. al. v. City of Spokane, et. al—additional \$50,000. Total contract amount: \$150,000. (Council Sponsor: Council Member Dillon)
Lynden Smithson | Approve | OPR 2024-0835 |
| 4. Outside Counsel Contract Amendment with Zack Pekelis of Pacifica Law Group, Seattle, WA, in the matter of Feucht v, City of Spokane, et. al, additional \$50,000. Total contract amount: \$250,000. (Council Sponsor: Council Member Dillon)
Michael Piccolo | Approve | OPR 2024-0106 |
| 5. Acceptance of Washington State Department of Commerce Grant for periodic update of the City of Spokane Comprehensive Plan through June 30, | Approve | OPR 2025-0622 |

2026—\$105,625 (Council Sponsors: Council Members Dillon and Bingle)

Tirrell Black

- | | | | |
|-----------------------|---|------------------------------------|------------------------------|
| 6. | Consultant Agreement with Horrocks, LLC (Pleasant Grove, UT) for Traffic Control, Planning and Design On-Call Services for 2025-2027—not to exceed \$200,000. (Various Neighborhood Councils) (Council Sponsor: Council Member Klitzke) | Approve | OPR 2025-0644
ENG 2025066 |
| Jonathan Adams | | | |
| 7. | Report of the Mayor of pending: | Approve &
Authorize
Payments | CPR 2025-0002 |
| | a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2025, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____. | | |
| | b. Payroll claims of previously approved obligations through _____, 2025: \$_____. | | CPR 2025-0003 |
| 8. | Minutes: | Approve All | |
| | a. City Council Meeting Minutes: _____, 2025. | | CPR 2025-0013 |
| | b. City Council Standing Committee Meeting Minutes: _____, 2025. | | |

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

- | | |
|------------|--|
| ORD C36756 | Amending Ordinance No. C36626, entitled in part, "An Ordinance adopting a Biennial Budget for the City of Spokane," and amending it to resolve the insolvency in the Criminal Justice Assistance Fund, and declaring an emergency. (Council Sponsors: Council Members Dillon and Cathcart) |
| | Matt Boston |
| ORD C36757 | Amending Ordinance No. C36626, entitled in part, "An Ordinance adopting a biennial budget for the City of Spokane", and amending it to establish a budget for Reprographics costs, and declaring an emergency. (Council Sponsors: Council Members Dillon and Cathcart) |
| | Matt Boston |

- ORD C36758** Amending Ordinance No. C36626, entitled in part, "An Ordinance adopting a biennial budget for the City of Spokane", and amending it to increase budget to account for increased claims experience, and declaring an emergency. (Council Sponsors: Council Members Dillon and Cathcart)
Jessica Stratton

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- ORD C36750** Amending SMC 17C.111.205 to clarify the correct version of SMC Table 17C.111.205-2. (Council Sponsors: Council President Wilkerson and Council Member Klitzke)
Spencer Gardner
- 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
- (Deferred from the August 25, 2025, Agenda, during the August 18, 2025, 3:30 p.m. Agenda Review Session, due to First Reading being deferred to the September 15, 2025, Agenda) (Pending possible amendment to be considered on September 15, 2025)
- 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
- (Deferred from the August 25, 2025, Agenda, during the August 18, 2025, 3:30 p.m. Agenda Review Session, due to First Reading being deferred to the September 15, 2025, Agenda) (Pending possible amendment to be considered on September 15, 2025)
- 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
- (Deferred from the August 25, 2025, Agenda, during the August 18, 2025, 3:30 p.m. Agenda Review Session, due to First Reading being deferred

to the September 15, 2025, Agenda) (Pending possible amendment to be considered on September 15, 2025)

FIRST READING ORDINANCES

- ORD C36735 Vacating the east two hundred and fifty feet of the alley between Maxwell Avenue and Sinto Avenue, and between Elm Street and Oak Street. (Council Sponsors: Council President Wilkerson and Council Member Bingle)
Eldon Brown
- ORD C36736 Vacating Cedar Street between the south line of Carlisle Avenue and the north line of Montgomery Avenue, EXCEPT the extension of the alley through Cedar Street. (Council Sponsors: Council President Wilkerson and Council Member Bingle)
Eldon Brown
- ORD C36752 Concerning adoption of public rules by the City of Spokane and creating new Chapters 3.14, 10.21, 12.14, 15.07, and 18.12 of the Spokane Municipal Code, amending sections of Titles 1, 3, 4, 8, 10, 12, 13 and 16A of the Spokane Municipal Code, and adding new section 03.07.350 to the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Member Cathcart)
Chris Wright
- ORD C36755 Related to the Director of Accounting and the Accounting Department; correcting department and position titles; amending sections 03.01A.215, 03.04.060, 03.04.120, 03.04.250, 03.05.040, 03.05.110, 03.07.030, 07.03.020, and 17D.080.050; and repealing Section 03.07.160 of the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Member Dillon)
Adam McDaniel

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

NO HEARINGS

OPEN FORUM

At the conclusion of legislative business, the Council may recess briefly and then convene an open public comment period for up to twenty (20) speakers, unless a majority of council members vote otherwise. If more than twenty (20) people sign up for open forum, the individuals assigned to the twenty (20) spaces available will be chosen at random, with preference given to individuals who have not spoken at open forum during the calendar month. Each speaker is limited to no more than two (2)

minutes. In order to participate in Open Forum, you must sign up beginning at 5:00 p.m. on the Friday immediately preceding the legislative session and ending at 6:00 p.m. on the date of the meeting via the virtual testimony form linked in the meeting packet (<https://my.spokanecity.org/citycouncil/documents/>) or in person outside council chambers beginning at 8:00 a.m. on the day of the legislative session. The virtual sign-up form can also be found here: <https://forms.gle/Vd7n381x3seal1NW6>. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Speakers must sign themselves in using a name. Instructions for virtual participation are provided on the form when you sign up. The Open Forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City other than items appearing on the final or draft agendas, pending hearing items, and initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.

ADJOURNMENT

The September 22, 2025, Regular Legislative Session of the City Council will be held and is adjourned to October 6, 2025.

NOTE: The September 29, 2025, 6:00 p.m. Legislative Session has been canceled. Instead, there will be a Town Hall Session for the following neighborhoods (District 3): Audubon/Downriver, Balboa/South Indian Trail, Browne's Addition, Emerson/Garfield, Five Mile Prairie, North Hill, North Indian Trail, Northwest, Peaceful Valley, West Central. It will be held at the West Central Community Center (1603 N. Belt St.), in the Gym. The Town Hall meeting will be structured around a topic or topics, and council members will listen to community comment and respond to questions or concerns. No official city council action will be taken during Town Hall meetings. Note: The 3:30 p.m. Agenda Review Sessions will be held on Town Hall meeting dates; it is only the 6:00 p.m. Legislative Session that is canceled.

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:** Finance & Administration **Date:** 08/25/2025**Committee Agenda type:** Consent**Date Rec'd**

8/19/2025

Clerk's File #

OPR 2025-0623

Cross Ref #**Project #****Council Meeting Date:** 09/22/2025**Submitting Dept**

FLEET SERVICES

Bid #

SOURCEWELL

Contact Name/Phone

RICK GIDDINGS 5096257706

Requisition #

RE 20800,20801

Contact E-Mail

RGIDDINGS@SPOKANECITY.ORG

Agenda Item Type

Purchase w/o Contract

Council Sponsor(s)

PDILLON MCATHCART

Sponsoring at Administrators Request

NO

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

PURCHASE OF SPREADER AND LEAF VAC FOR STREET DEPARTMENT

Agenda Wording

Fleet Services would like to purchase one ODB X-Treme Leaf Vac and one additional Henke 10' Box Spreader for the Street Department using Sourcewell contracts. Cost including sales tax as follows: Spreader = \$53,760.12; Leaf Vac = \$169,963.70.

Summary (Background)

The Leaf Vac will be used as an attachment for a previously approved Hook Lift truck. Automating leaf pick up for certain situations will significantly reduce time and labor required for annual leaf removal. Spreaders are used to apply sand or salt to road surfaces and are critical to winter street maintenance. This purchase is to meet future need since there is a 2-year lead time for this specialty equipment.

What impacts would the proposal have on historically excluded communities?

None identified.

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

Data will not be collected.

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

Lifecycle data is collected by Fleet Services for future analysis.

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

Aligns with City CIP and Centralized Fleet Management Policy.

Council Subcommittee Review

No Subcommittee for this topic.

Fiscal Impact			
Approved in Current Year Budget?			
Total Cost	\$ 223,723.82		
Current Year Cost	\$ 223,723.82		
Subsequent Year(s) Cost	\$ 0		
<u>Narrative</u>			
Purchases will be made using cooperative Sourcwell contracts following City competitive purchasing rules.			
Amount		Budget Account	
Expense	\$ 53,760.12	#	5110-71700-94440-56404-99999
Expense	\$ 169,963.70	#	5110-71700-94440-56404-55040
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source	One-Time		
Funding Source Type	Reserves		
Is this funding source sustainable for future years, months, etc?			
Yes			
Expense Occurrence			
Other budget impacts (revenue generating, match requirements, etc.)			
Equipment will reduce time and labor for required street maintenance functions.			
Approvals		Additional Approvals	
<u>Dept Head</u>	GIDDINGS, RICHARD	<u>PURCHASING</u>	PRINCE, THEA
<u>Division Director</u>	BOSTON, MATTHEW		
<u>Accounting Manager</u>	ZOLLINGER, NICHOLAS		
<u>Legal</u>	HARRINGTON,		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
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nzollinger@spokanecity.org			

**SWS EQUIPMENT**

C/O SPOKANE,WA

SPOKANE, WA

Sourcewell #

6/28/2024

Sourcewell Contract # **031121-ODB**

SKU#			MSRP
DCL800SM25HL	X-TREME VAC BY ODB MODEL DCL800SM25HL	\$	137,128.68
	SOURCEWELL DISCOUNT 4.5%	\$	(6,170.79)
JD74PSM	John Deere 4045TFC03 Diesel Engine 74 HP Final Tier 4	\$	13,149.43
25CYD	25 cubic yard		
M2106HL	Freightliner M2106 39k GVWR, Dual Steer, T29XL HL	\$	218,354.62
	28" suction impeller with six 3/8" thick T-1 steel blades		
	4 groove power band belt driven		
	40 gallon polyethylene fuel tank		
	Electronic engine controls with safety shut downs		
	13" clutch assembly with 2.25" PTO shaft & safety engagement		
	Hydraulic hose boom powered by 12v electric/hydraulic pump		
	16x120" rubber suction hose w/steel nozzle. Straight intake ducting (Swivel intake is now an option!)		
	Boxed perforated radiator screen		
	LED type DOT lights		
	2 amber LED oval flashers		
3002XZ	Block Heater for John Deere Engine	\$	521.56
3003XZ	Oil Drain with quarter turn valve	\$	639.24
33OPT	DCL bottom exhaust 25&30 box (Perf Screens Standard)	\$	10,518.96
2470XZ	Wireless CAN bridge between Cab and HL Body	\$	4,041.24
Equipment Total:		\$	378,182.94
Additional discount offered by local dealer		\$	(8,865.54)
Dealer PDI and Operator Training:		\$	1,800.00
Freight:		\$	8,500.00
Net Equipment Total :		\$	379,617.40

Make Purchase Orders Out To: ODB 5118 Glen Alden Dr, Richmond, VA 23231**Contact: MJ Dubois Phone: 410-924-1004 Email: MJDUBOIS@DUCOLLC.COM****Send copy of PO to: odbsales@odbco.com (Please include Delivery State in the subject line.)**



Account: City of Spokane, WA- Fleet
Services

Quote Number: Q-45925-1

Quote Date: 8/12/2025

Quote Expiration: 9/11/2025

Prepared By: Patrick Silvey

Credit Terms: Net 30

Prepared For: Thea Prince
City of Spokane, WA- Fleet
Services

Freight Terms: EX3 - CPU
EX Works (Transfer at Origin
on Notification)

Currency:

USD

Notes:

<https://www.sourcewell-mn.gov/cooperative-purchasing/062222-AGI-5>

HXC2-10-60-82 304SS

Lead Time: 210-240 Days

App. Wt: 112.00lbs

Hyd Funct. 2

Hopper

- 1 6410102 HXC series v-box spreader with removable conveyor cartridge
Hopper: 10ft length x 60in overall height x 82in width
6.88 cubic yard capacity
10 gauge ends, sides, and ribs that are continuously welded on the
inside
Hopper top edge is a 2in formed channel to increase stiffness, and
the sides, front, and rear are sloped at 40deg, 10deg, and 18deg
respectively
7 gauge longills
7 gauge bolt in replaceable conveyor floor
304 stainless steel construction

Inverted Vee

- 1 6436037 Inverted-V for 10ft hopper is adjustable for material flow
304 unpainted stainless steel construction

Drive/Cartridge

- 1 6422054 24" wide conveyor chain with 22,000 lb tensile strength and 4.5"
flight spacing (every other link)Conveyor chain has 1/4" x 1-1/2"
cross bars fully welded on both the top and bottom2" drive and idle
shafts that are keyed to maintain alignment and prevent slipping9

tooth drop-forged steel sprockets50:1 gearboxSpeed sensor
standardRemote chain tensioners are standardTwin heavy-duty
cartridge removal pull bars (allows for an attachment point to remove
cartridge – even fully loaded)Pintle chain is painted - satin black

Spin Chute

- 1 6420041 Spinner chute with tilt up spinner and dump over feature
Telescopic chute assembly works by having the lower spinner
housing slide onto the outside of the upper chute
2 adjustable internal baffles
4 external spread control baffles (3 adjustable, front fixed)
The 3 adjustable spinner deflectors have formed corners to
effectively control the material spread pattern and are easily
adjustable and removable without tools
Top mounted hydraulic motor
Spinner comes hinged from Henke allowing it to swing up (hand
crank winch available)
All hydraulic motors are mounted directly to their work piece to
reduce maintenance
10-gauge 304 unpainted stainless steel construction

Spinner Disk

- 1 6423002 Spinner Disk: 20" diameter urethane disk with 6 fins

Remote Grease Feature

- 1 6430108 Remote grease lines to rear of spreader

Top Grates

- 1 6432019 Standard duty top grate screens for 10ft hopper with 2-1/2" x 2-1/2"
square openings
Openings are constructed with 3/8" OD round bar welded over a 1-
1/2" x 1- 1/2" x 1/4" angle framework
Structural steel I-beam center support
Painted steel construction - satin black

Trunion Bar

- 1 6435020 Trunion bar with ship loose tailgate lock pins (dealer or end user to
locate tailgate lock pins at time of install)
304 unpainted stainless steel construction

Slide In Legs/Skid

- 1 6434051 Heavy duty storage legs with tubular sub-frame for 10ft hopper -
Painted mild steel construction - satin black

Liquid System



- 1 6433144 Curb-side mounted 3.3 GPM electric pre-wet pump with flow meter and weather pack connection

Pre Wet Spray Bar

- 1 6433009 Spinner chute mounted pre-wet spray bar with (2) two brass fan nozzles and quick disconnect

Features and Add Ons

- 1 6433019 Tank mounted low liquid level float

Tank and Prewet System

- 1 6433163 Twin 200 gallon poly pre-wet tanks (400 gallons in total)
Fill port, drainage port and ball valves - pre-plumbed
304 unpainted stainless steel mounting brackets

Ladder

- 1 6430033 Rear mounted swing up ladder with seven steps
304 unpainted stainless steel construction

Mounting Device

- 1 6435002 (4) four ratchet straps (dealer or end user responsible for dump body / truck tie-down points)

HXC2-10-60-82 304SS Net: \$ 49,276

Net Total For All Items Above Not Including Options: \$ 49,276

The above prices, specifications, and all attached terms and conditions are hereby accepted as part of this agreement. The Alamo Group Snow & Ice Team is authorized to supply the equipment and services as specified to:

Note: All purchase orders must include The Alamo Group Snow & Ice Team quote number Q-45925

Printed Name:_____

Signature:_____

Acceptance Date:_____

Requested Delivery Date:_____



Purchase Order Number: _____

Terms & Conditions

- All lead times are subject to change without notice.
- Pricing does not include any government-imposed import/export tariffs, duties, or fees. If any such charges are implemented or adjusted after the acceptance of an order, we reserve the right to adjust pricing accordingly. Customers should be aware that additional tariffs may apply and will be the responsibility of the purchaser. Any modifications will be communicated as they become known.
- All quotes are Ex-Works unless stated otherwise. Ex-Works transfers title, ownership, and liability to the buyer upon notification of "ready to ship". Buyer assumes all shipping and regulatory responsibilities of transporting goods from the seller's point of origin.
- All prices are shown in USD
- All credit terms are subject to credit approval
- All orders are subject to acceptance by an officer of the company. Orders for products not regularly carried in stock or requiring special engineering or manufacture are in every case subject to approval by an officer of the company. The agreement set forth herein supersedes any prior agreements, representations, or other communications between the parties relating to the subject matter set forth herein. No other terms and conditions shall apply including the terms of any purchase order submitted by Buyer, whether or not such terms are inconsistent or conflict with or are in addition to the terms and conditions set forth herein.
- Work produced at Buyer's request such as sketches, drawings, design, testing fabrication, and materials shall be charged at current rates.
- Any custom orders generated from this quotation (orders for products that need to be designed) will be non-cancelable once they are released for production. Additional production time may be required. Please consult with sales for production time upon order placement.
- Orders regularly entered cannot be canceled except upon terms that will compensate the company for any loss or damage sustained. Such loss will be at a minimum of 10% of the purchase price. The buyer agrees that it shall inspect the equipment immediately after receipt and promptly (in no event later than fifteen (15) days after receipt) notify in writing of any non-conformity or defect. The buyer further agrees that failure to give such prompt notice or the commercial use of the equipment shall constitute acceptance. Acceptance shall be final, and Buyer waives the right to revoke acceptance for any reason, whether or not known by Buyer at the time of such acceptance.
- We reserve the right to change manufacturing specifications and procedures without notice, in accordance with its product improvement policy.
- Our standard warranty (12 months for parts and flat rate labor) shall apply unless otherwise noted.
- This quote provides for no hydraulic components & controls other than those mentioned. Dealers must assume that items not in this quote will not be provided.

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 09/15/2025**Committee Agenda type:** Consent**Date Rec'd**

9/3/2025

Clerk's File #

OPR 2025-0645

Cross Ref #**Project #****Council Meeting Date:** 09/22/2025**Submitting Dept**

WATER & HYDROELECTRIC SERVICES

Bid #

RFQ 6437-25

Contact Name/Phone

RAYLENE 509-625-7821

Requisition #

RE #20794

Contact E-Mail

RGENNETT@SPOKANECITY.ORG

Agenda Item Type

Purchase w/o Contract

Council Sponsor(s)

BWILKERSON JBINGLE KKLITZKE

Sponsoring at Administrators Request

NO

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

WATER DEPARTMENT PURCHASE OF COPPER PIPE

Agenda Wording

Review and Approve Purchase of 3/4 and 1 inch Copper Pipe for Water Department Inventory.

Summary (Background)

On August 8th, 2025 Invitation for bids RFQ#6437-25 for ¾" and 1" Copper Pipe was issued to 78 contacts via the city's electronic bidding portal in support of the 2025 service season. Bids were due on August 29th 2025. Award of this business recommended to M&L Supply (Spokane, WA) being the low responsive, responsible bidder.

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

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

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

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost		\$ 230,457.17	
Current Year Cost		\$ Zero	
Subsequent Year(s) Cost		\$ Zero	
<u>Narrative</u>			
Award of items competed on RFQ # 6437-25 for ¾" and 1" Copper is to M&L Supply (Spokane, WA) being the low responsive bidder.			
<u>Amount</u>		<u>Budget Account</u>	
Revenue	\$ 230,457.17	# 4100 42440 94340 56595 99999	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Funding Source</u>		One-Time	
<u>Funding Source Type</u>		Program Revenue	
Is this funding source sustainable for future years, months, etc?			
<u>Expense Occurrence</u>		One-Time	
Other budget impacts (revenue generating, match requirements, etc.)			
<u>Approvals</u>		<u>Additional Approvals</u>	
<u>Dept Head</u>	SAKAMOTO, JAMES	<u>PURCHASING</u>	PRINCE, THEA
<u>Division Director</u>	GENNETT, RAYLENE		
<u>Accounting Manager</u>	ALBIN-MOORE, ANGELA		
<u>Legal</u>	SZAMBELAN, TIMOTHY		
<u>For the Mayor</u>	PICCOLO, MIKE		
<u>Distribution List</u>			
Bill Maxwell wmaxwell@mlsupply.com		rgennett@spokanecity.org	
lhopkins@spokanecity.org		rrpenaluna@spokanecity.org	
nrussell@spokanecity.org		tprince@spokanecity.org	
tlester@spokanecity.org			

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	9-15-25
Submitting Department	Water & Hydroelectric Services
Contact Name	Raylene Gennett
Contact Email & Phone	rgennett@spokanecity.org 509-625-7821
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Water Department purchase of Copper Pipe
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>On August 8th, 2025 Invitation for bids RFQ#6437-25 for ¾" and 1" Copper Pipe was issued to 78 contacts via the city's electronic bidding portal in support of the 2025 service season. Bids were due on August 29th 2025. Award of this business recommended to M&L Supply (Spokane, WA) being the low responsive, responsible bidder.</p> <p><u>Executive Summary:</u></p> <p>Award of items competed on RFQ # 6437-25 for ¾" and 1" Copper is to M&L Supply (Spokane, WA) being the low responsive bidder.</p>

Fiscal Impact

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

Total Cost: \$211,2340.80 Plus Tax \$19,222.37 Total \$230,457.17

Current year cost: \$230,457.17

Subsequent year(s) cost:

Narrative: 4100 Water Department mid-year purchase of ¾" and 1" Copper pipe for warehouse inventory

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

Specify funding source: 4100 42440 94340 56595 99999 Program revenue

Is this funding source sustainable for future years, months, etc? [Click or tap here to enter text.](#)

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

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

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

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

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

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

N/A

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

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

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

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

Council Subcommittee Review

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

Bid Response Summary

Bid Number RFQ 6437-25
Bid Title Copper Pipe Products
Due Date Friday, August 29, 2025 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company M&L Supply Co. Inc
Submitted By Richard Cofone - Friday, August 29, 2025 6:08:35 AM [(UTC-08:00) Pacific Time (US & Canada)]
rcofone@mlsupply.com 15095354774

Comments

Question Responses

Group	Reference Number	Question	Response
Contact			
	1	Indicate the appropriate point of contact (phone number and email) regarding this quote and placement of order if awarded. If these actions will not be managed by the same person, explicitly specify all relevant contacts.	WAndersen.Sales@MLSupply.com RCofone@MLSupply.com 509-535-4774
	2	Successful bidder will designate a representative who will be available during regular City business hours to serve as primary contact for the City in the implementation of this supply agreement and fi any issues arise regarding the product.	I agree and acknowledge
Council Approval			
	1	This purchase is subject to City Council approval. Approval is anticipated on September 15th, 2025, an expedited council process. The City assumes no obligation to purchase until the purchase is approved by Council and a City purchase order is issued.	Understood and Agreed
General			

1	Acceptable product makes/models, where specified, must be adhered to. In the absence of specified acceptable products, the listed technical specifications in each product category represent the minimum qualifications for acceptable product. The make/model of products bid may be required at bid submission; if so, the field will be indicated required on the 'Pricing' tab.	Understood and Agreed
3	Quoted lead times will be considered in award determinations for each category and may supersede lowest unit cost. Where lead times are the same or similar, the lowest responsive, responsible bidder shall prevail.	Understood and Agreed
4 WITHDRAWAL OF QUOTES	Bidders may withdraw Quote prior to the scheduled Quote due date and time. Unless otherwise specified, no Quotes may be withdrawn for a minimum of Sixty (60) calendar days after the due date.	I do not agree
5	Successful bidder shall furnish standard warranty, State Warranty Here:	Warranty will be honored by the manufactuer - Cambridge Lee Industries. No warranty is offer by M&L Supply Company. However, we will help facilitate any warranty claim with the mfg.
6	State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of your product.	Cambridge Lee Industries PO Box 744742, Atlanta GA. 30374 M&L Supply Company PO Box 13250, Spokane Wa. 99213
7	Bidder must submit a cover letter stating qualifications for supplying specified product on contract with the City of Spokane. Upload letter here.	M&L Letter of Qualification.docx

Product - Pipe: Copper		
1	All copper pipe must be Type K Soft and meet ASTM B88 standards.	Understood and Agreed
2	All copper pipe must be delivered in the indicated roll length, individually boxed, single coiled, and on pallets with no more than 30 rolls per pallet for 3/4" and no more than 25 rolls per pallet for 1".	Understood and Agreed
3	Rolls of copper pipe must *NOT* be double stacked on the delivery truck.	Understood and Agreed
4	All rolls of copper pipe must be uniformly round throughout.	Understood and Agreed
5	All copper pipe must be newly manufactured and shipped directly from the factory.	Understood and Agreed
6	As this product is inventoried and consumed by the City in whole feet, additional fractions of feet on physical rolls delivered will be received by the City at no additional charge.	Understood and Agreed
7	Supplier acknowledges delivery of all product in this category is requested "ASAP" unless otherwise specified and promises to deliver in full within the following number of business days ARO:	45
7	Acceptable Manufacturers: Mueller Streamline; Cambridge-Lee only.	I acknowledge and agree
8	Enter Which manufacturer (Mueller, Streamline or Cambridge-Lee) you are bidding	Cambridge-Lee and or Mueller
Delivery		
1	All freight expenses shall be the responsibility of the winning supplier. Unit pricing on this quote is understood to include delivery to the FOB point.	Understood and Agreed

2	All product shall be ordered/delivered FOB: Destination to 914 E. North Foothills Dr. Spokane, WA 99207.	Understood and Agreed
3	Partial deliveries shall be accepted and any delivery delays must be communicated to the City employee who placed the order *before* the anticipated delivery date. Supplier is responsible for ensuring all deliveries meet promised timelines and for any resulting expenses, such as expedited freight costs.	Understood and Agreed
4	Individual items are to be packaged in separate boxes clearly marked as to the type and quantity of enclosed item. Boxed items are to be delivered on pallets.	Understood and Agreed
5	Whenever possible, product shall be delivered on Tuesdays, Wednesdays, or Thursdays. When delivery dates are specified, the supplier shall make every possible effort to deliver on the requested date or at least on the preferred delivery days in the same week. If product with a specific delivery date will be delayed more than one (1) week, supplier shall be responsible for communicating an updated delivery date to the Purchaser.	Understood and Agreed
6	The Purchaser's Warehouse is open for deliveries between the hours of 8:00am and 3:00pm on all regular business days (closed weekends).	Understood and Agreed

7	Supplier acknowledges that delivery time shall be a consideration of awarding this business and that preference may be given to suppliers able to make at least a partial delivery before 10/10/2025.	Yes
Additional Items		
1	The City of Spokane reserves the right to purchase additional items at the quoted price. Supplier agrees to sell at the same price, terms, and conditions.	No
Payment Terms		
1	Supplier agrees payment shall be made via direct deposit/ACH (except as provided by state law or if paid by credit card) according to net30 terms after receipt of goods ordered. A completed ACH application is required (if not already on file) before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.	Understood and Agreed
2	Supplier agrees to accept Visa credit card payment at no additional fee.	No
Sales Tax		

1	<p>The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should not be included in respondent's pricing. All submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.</p> <p>Understood and Agreed</p>
Proprietary Information/Public Disclosure	

1	<p>Materials submitted in response to this competitive procurement shall become the property of the City. All received Proposals shall remain confidential until the award of contract recommendation has been filed with the applicable Council Committee or the City Clerk for City Council action. Thereafter, the Proposals shall be deemed public records as defined in RCW 42.56, "Public Records." Any information in the Proposal that the Proposer desires to claim as proprietary and thus exempt from disclosure under the provisions of existing state law, shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on it. Marking the entire Proposal exempt from disclosure will not be honored. The City will consider a Proposer's request for exemption from disclosure; however, the City will make a decision predicated upon state law and regulations. If any information is marked as proprietary in the Proposal, it will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure.</p>
Interlocal Purchase Agreements	I acknowledge and agree

	1	<p>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.</p>	I do not acknowledge and agree
Business Registration Requirement			
	1	<p>Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The supplier shall be responsible for contacting the State of Washington Business License Services at http://bls.dor.wa.gov or 1-800-451-7985 to obtain a business registration. If the supplier does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.</p>	Understood and Agreed
	2	Supplier's Business Registration No.	602885096
Polychlorinated Biphenyls (PCBs)			

1	<p>In accordance with SMC 7.06.172(A), respondent certifies the products quoted and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCBs). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful respondent to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.</p>	Understood and Agreed
2	<p>As far as you know, has this product type been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?</p>	Yes
3	<p>If so, were PCBs found at a measurable level?</p>	No
4	<p>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)?</p>	No
5	<p>If so, note from whom the results can be obtained.</p>	
6	<p>Do you have reason to believe the product contains measurable levels of PCBs?</p>	No
7	<p>Do you have reason to believe the product packaging contains measurable levels of PCBs?</p>	No
Terms & Conditions		



M&L SUPPLY COMPANY

PLUMBING, HEATING & INDUSTRIAL DISTRIBUTORS

M&L Supply Company
PO Box 13250
Spokane, WA 99213
509-535-4774
mlsupply@mlsupply.com

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

Subject: Qualifications for Supplying RFQ 6437-25 Copper Pipe Products under Contract with the City of Spokane

Dear Purchasing Division,

On behalf of **M&L Supply Company**, I am pleased to submit our qualifications for consideration in supplying **RFQ 6437-25 Copper Pipe Products** under contract with the City of Spokane. As a locally owned and operated wholesale plumbing distributor, we have proudly served the greater Spokane area and Inland Northwest for over **91 years**, providing municipalities, contractors, and businesses with high-quality products and dependable service.

M&L Supply Company offers the City of Spokane:

- **Extensive Product Inventory:** We maintain a wide range of plumbing products—including pipe, valves and fittings, ensuring timely fulfillment of orders and minimizing project delays.
- **Proven Reliability:** Our established vendor partnerships and robust supply chain allow us to deliver consistent quality and availability, even on high-demand or specialized items.
- **Local Commitment:** As a Spokane-based business, we are deeply invested in the success of our community and stand ready to provide responsive, personalized service tailored to the City's needs.
- **Experienced Team:** Our staff combines decades of industry experience with technical product knowledge, ensuring that the City receives expert guidance and dependable support.

- **Competitive Value:** We understand the importance of fiscal responsibility in municipal procurement, and we are committed to offering cost-effective solutions without compromising quality.

We believe M&L Supply Company is uniquely positioned to support the City of Spokane's operational needs through this contract. We welcome the opportunity to demonstrate our reliability, expertise, and commitment to public service.

Thank you for your consideration. We look forward to the possibility of partnering with the City to ensure the timely and cost-effective supply of **RFQ 6437-25 Copper Pipe Products**. Please feel free to contact me directly at [phone number] or [email address] with any questions or to discuss our qualifications further.

Sincerely,

William Andersen

Sales Manager

M&L Supply Company

RFQ 6437-25 COPPER PIPE PRODUCTS							
Reference Number	Description	UOM	Quantity	M&L Supply Co. Inc	Ferguson Waterworks	HD Supply	Core & Main
ARO				45	15	15	30
Product - Pipe: Copper							
City #P1100-03/4	3/4" - (100) 60' Rolls	Foot	6,000.00	\$48,910.80	\$52,440.00	\$61,527.00	\$79,500.00
City #P1100-1	1" - (250) 60' Rolls	Foot	15,000.00	\$162,324.00	\$186,900.00	\$204,210.00	\$263,850.00
SUBTOTAL				\$211,234.80	\$239,340.00	\$265,737.00	\$343,350.00
SALES TAX 9.1%				\$19,222.37	\$21,779.94	\$24,182.07	\$31,244.85
TOTAL				\$230,457.17	\$261,119.94	\$289,919.07	\$374,594.85



STATE OF
WASHINGTON

BUSINESS LICENSE

Profit Corporation

M & L SUPPLY CO., INC.
4114 E FERRY AVE
SPOKANE WA 99202-4648

UNEMPLOYMENT INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE

Issue Date: May 16, 2025

Unified Business ID #: 602885096

Business ID #: 001

Location: 0001

Expires: Dec 31, 2025

CITY/COUNTY ENDORSEMENTS:

SPOKANE GENERAL BUSINESS - ACTIVE

LICENSING RESTRICTIONS:

Not licensed to hire minors without a Minor Work Permit.

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

Director, Department of Revenue

UBI: 602885096 001 0001

STATE OF WASHINGTON

Expires: Dec 31, 2025

M & L SUPPLY CO., INC.
4114 E FERRY AVE
SPOKANE WA 99202-4648

UNEMPLOYMENT INSURANCE -
ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE
SPOKANE GENERAL BUSINESS -
ACTIVE

Director, Department of Revenue



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 08/25/2025

Committee Agenda type: Consent

Date Rec'd

8/19/2025

Clerk's File #

OPR 2024-0835

Cross Ref #

Project #

Council Meeting Date: 09/22/2025

Submitting Dept

CITY ATTORNEY

Bid #

Contact Name/Phone

LYNDEN 6283

Requisition #

Contact E-Mail

LSMITHSON@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

PDILLON

Sponsoring at Administrators Request

NO

Lease? NO

Grant Related? NO

Public Works? NO

Agenda Item Name

OUTSIDE COUNSEL CONTRACT AMENDMENT

Agenda Wording

Outside Counsel Amendment with Bryan Cave Leighton Paisner, LLP, St. Louis, MO. for Legal Services in the matter of Currie v. City of Spokane. This amendment will increase the contract by \$50,000 for a total of \$150,000

Summary (Background)

This is a lawsuit against the City alleging constitutional violations of the rights of unhoused individuals pursuant to several SMC sections. The SMC sections have been amended at this time, but the litigation continues.

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?			
Total Cost		\$ 50,000	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
Amount		Budget Account	
Expense	\$ 50,000	# 0020-88100-18900-54105	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		One-Time	
Funding Source Type		Select	
Is this funding source sustainable for future years, months, etc?			
Expense Occurrence		One-Time	
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
<u>Dept Head</u>	SCHOEDEL, ELIZABETH		
<u>Division Director</u>	GBYRD		
<u>Accounting Manager</u>	GBYRD		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>	GBYRD		
Distribution List			
		randall.thomsen@bclplaw.com	
lsmithson@spokanecity.org		fspring@spokanecity.org	
sdhansen@spokanecity.org		mpiccolo@spokanecity.org	



City of Spokane
**CONTRACT AMENDMENT
OUTSIDE COUNSEL**

THIS CONTRACT AMENDMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), **BRYAN CAVE LEIGHTON PAISNER LLP.**, whose address is 999 Third Avenue, Suite 4400, Seattle, Washington 98104-4017, as ("Firm"), individually hereafter referenced as a "Party", and together referenced as the "Parties".

WHEREAS, the parties entered into a Contract wherein the Firm agreed to act as Outside Special Counsel providing legal services and advice to the City regarding the matter of **Currie, et. al., v. City of Spokane, et. al.**, Spokane County Superior Court Cause No. 24-2-03708-32, consistent with applicable laws and this Contract; and

WHEREAS, additional funds are required, thus the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract dated September 20, 2024, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on June 1, 2025.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)**, for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00)**.

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

BRYAN CAVE LEIGHTON PAISNER LLP

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

25-182



License Information:

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

Entity name:	BRYAN CAVE LEIGHTON PAISNER LLP
Business name:	BRYAN CAVE LEIGHTON PAISNER LLP
Entity type:	Limited Liability Partnership
UBI #:	605-176-443
Business ID:	001
Location ID:	0001
Location:	Active
Location address:	211 N BROADWAY STE 3600 SAINT LOUIS MO 63102-2726
Mailing address:	211 N BROADWAY STE 3600 SAINT LOUIS MO 63102-2726

Excise tax and reseller permit status:	Click here
Secretary of State status:	Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance c
Spokane General Business - Non-Resident				Active	Sep-30-2025	Sep-12-2024

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

Governing people	Title
WRIGHT, PHILIP	

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/1/2026

5/15/2025

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 Lockton Companies, LLC 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME:	FAX (A/C, No):	
	PHONE (A/C, No. Ext):	E-MAIL ADDRESS:	
INSURED 1450328 BRYAN CAVE LEIGHTON PAISNER LLP 211 N BROADWAY #3600 ONE METROPOLITAN SQUARE SAINT LOUIS MO 63102	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Great Northern Insurance Company		20303
	INSURER B: Federal Insurance Company		20281
	INSURER C: Chubb National Insurance Company		10052
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:** 21809643**REVISION NUMBER:** XXXXXXXX

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 <input checked="" type="checkbox"/> HOST LIQUOR LIAB. <input checked="" type="checkbox"/> \$1M EBL GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	N	N	3598-7725	5/1/2025	5/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	7358-1424	5/1/2025	5/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	N	N	7989-1921	5/1/2025	5/1/2026	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 SIR \$ XXXXXXXX
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	N/A	7175-5475	5/1/2025	5/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

FOR CANCELLATION FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUM, THE INSURER(S) WILL SEND 30 DAYS NOTICE OF CANCELLATION TO THE CERTIFICATE HOLDER.

CERTIFICATE HOLDER**CANCELLATION****21809643**City of Spokane
808 W. Spokane Falls Blvd.
Spokane WA 99201-3326

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

AUTHORIZED REPRESENTATIVE

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January 14, 2025

Bryan Cave Leighton Paisner LLP
One Metropolitan Square
211 North Broadway
St. Louis, MO 63102-2750

To Whom It May Concern:

CONFIRMATION OF INSURANCE

We hereby confirm that Bryan Cave Leighton Paisner LLP has Professional Liability Coverage under Policy LPL-1963-2025 with limits of liability not less than \$25,000,000 per claim and \$25,000,000 in the aggregate with the right, under stated conditions, to purchase extended reporting rights upon termination of such Policy by ALAS.

The Policy effective date is from January 1, 2025 to January 1, 2026.

Such Policy is subject to the terms, conditions, limitations and exclusions stated therein.

**ATTORNEYS' LIABILITY ASSURANCE SOCIETY LTD.,
A RISK RETENTION GROUP**

By: 

Nancy J. Montroy
Vice President – Director of Underwriting

Date: 1/14/2025

10 South Riverside Plaza
Suite 1100
Chicago, IL 60606
312.697.6900 tel
312.697.6901 fax

alas.com

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 08/25/2025**Committee Agenda type:** Consent**Date Rec'd**

8/19/2025

Clerk's File #

OPR 2024-0106

Cross Ref #**Project #****Council Meeting Date:** 09/22/2025**Submitting Dept**

CITY ATTORNEY

Bid #**Contact Name/Phone**

MICHAEL PICCOLO 6237

Requisition #**Contact E-Mail**

mpiccolo@spokanecity.org

Agenda Item Type

Contract Item

Council Sponsor(s)

PDILLON

Sponsoring at Administrators Request

NO

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

OUTSIDE COUNSEL CONTRACT AMENDMENT

Agenda Wording

Amendment of contract with Zack Pekelis of Pacifica Law Group, Seattle, WA, in the matter of Feucht v, City of Spokane, et. al. This amendment will increase the contract by \$50,000 for a contract total of \$250,000.

Summary (Background)

This lawsuit is brought against two current and two former City Council Members wherein the plaintiff, Sean Feucht, alleges a resolution passed by City Council in 2023 that censured former Mayor Woodward violated various constitutional rights.

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?			
Total Cost		\$ 50,000	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
Amount		Budget Account	
Expense	\$ 50,000	# From Claims	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source			
Funding Source Type		Select	
Is this funding source sustainable for future years, months, etc?			
Expense Occurrence		One-Time	
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
<u>Dept Head</u>	PICCOLO, MIKE		
<u>Division Director</u>	GBYRD		
<u>Accounting Manager</u>	GBYRD		
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	GBYRD		
Distribution List			
Zach.Pekelis@pacificallawgroup.com		mpiccolo@spokanecity.org	
Zach.Ray@us.davies-group.com		sdhansen@spokanecity.org	
fspring@spokanecity.org			



CITY OF SPOKANE

CONTRACT AMENDMENT

Title: **OUTSIDE COUNSEL CONTRACT**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **PACIFICA LAW GROUP**, whose address is 1191 Second Avenue, Suite 2000, Seattle, Washington 98101, as ("Firm"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the firm agreed to act as Outside Counsel providing legal services and advice to the City regarding the matter *Feucht v. City of Spokane, et. al.*, United States District Court Eastern District of Washington, Cause No. 2:24-cv-0022JAG; and

WHEREAS, additional funds are necessary to defend this case, thus, the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated February 1, 2024, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on July 1, 2025.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)**, for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00)**. This is the maximum amount to be paid under this Amendment and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

PACIFICA LAW GROUP

By _____
Signature Date

Type or Print Name

Title

Attest:

City Clerk

CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

Approved as to form:

Assistant City Attorney



STATE OF
WASHINGTON

BUSINESS LICENSE

Limited Liability Partnership

PACIFICA LAW GROUP LLP
PACIFICA LAW GROUP
STE 2000
1191 2ND AVE
SEATTLE WA 98101-3404

UNEMPLOYMENT INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE

Issue Date: Jan 10, 2025
Unified Business ID #: 603099772
Business ID #: 001
Location: 0001
Expires: Mar 31, 2026

INDUSTRIAL INSURANCE - ACTIVE

CITY/COUNTY ENDORSEMENTS:

BAINBRIDGE ISLAND GENERAL BUSINESS - NON-RESIDENT - ACTIVE
SHELTON GENERAL BUSINESS - NON-RESIDENT #0091870 - ACTIVE
KIRKLAND GENERAL BUSINESS - NON-RESIDENT #OBL22441 - ACTIVE
BELLINGHAM GENERAL BUSINESS #069370 - ACTIVE
COVINGTON GENERAL BUSINESS - NON-RESIDENT - ACTIVE
ISSAQUAH GENERAL BUSINESS - NON-RESIDENT - ACTIVE
NORTH BEND GENERAL BUSINESS - NON-RESIDENT #022019.0 - ACTIVE
OLYMPIA GENERAL BUSINESS - NON-RESIDENT #41183 - ACTIVE
TUMWATER GENERAL BUSINESS - NON-RESIDENT #R-018193 - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE
BLACK DIAMOND GENERAL BUSINESS - NON-RESIDENT - ACTIVE
SNOHOMISH GENERAL BUSINESS - NON-RESIDENT #3221 - ACTIVE
MERCER ISLAND GENERAL BUSINESS - NON-RESIDENT #210108 - ACTIVE
FEDERAL WAY GENERAL BUSINESS - NON-RESIDENT #18-102248-00-BL - ACTIVE

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

Director, Department of Revenue

UBI: 603099772 001 0001

STATE OF WASHINGTON

Expires: Mar 31, 2026

PACIFICA LAW GROUP LLP
PACIFICA LAW GROUP
STE 2000
1191 2ND AVE
SEATTLE WA 98101-3404

UNEMPLOYMENT INSURANCE -
ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE
BAINBRIDGE ISLAND GENERAL
BUSINESS - NON-RESIDENT -
ACTIVE
SHELTON GENERAL BUSINESS -
NON-RESIDENT #0091870 - ACTIVE
KIRKLAND GENERAL BUSINESS -
NON-RESIDENT #OBL22441 - ACTIVE
BELLINGHAM GENERAL BUSINESS
#069370 - ACTIVE
COVINGTON GENERAL BUSINESS -
NON-RESIDENT - ACTIVE

Director, Department of Revenue



STATE OF
WASHINGTON

BUSINESS LICENSE

Limited Liability Partnership

PACIFICA LAW GROUP LLP
PACIFICA LAW GROUP
STE 2000
1191 2ND AVE
SEATTLE WA 98101-3404

CITY/COUNTY ENDORSEMENTS:

BURIEN GENERAL BUSINESS - NON-RESIDENT #09029 - ACTIVE
OCEAN SHORES GENERAL BUSINESS - NON-RESIDENT #25773 - ACTIVE
REDMOND GENERAL BUSINESS - NON-RESIDENT #RED12-000283 - ACTIVE
ABERDEEN GENERAL BUSINESS - NON-RESIDENT #216490 - ACTIVE
SNOQUALMIE GENERAL BUSINESS - NON-RESIDENT - ACTIVE

LICENSING RESTRICTIONS:

Aberdeen city license valid until canceled by either party.

No person, or business, or those under their control, shall cause or allow the discharge of unauthorized pollutants (e.g. chemicals, oils, detergents, or wastewater) into a City of Redmond storm water drainage system, surface water bodies or groundwater.

Not licensed to hire minors without a Minor Work Permit.

PARTNERS:

PETTIS, FAITH LI
CRAWSHAW-LEWIS, STACEY

LAWRENCE, PAUL J
GREGORY, DEANNA L

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

Director, Department of Revenue

UBI: 603099772 001 0001

STATE OF WASHINGTON

Expires: Mar 31, 2026

PACIFICA LAW GROUP LLP
PACIFICA LAW GROUP
STE 2000
1191 2ND AVE
SEATTLE WA 98101-3404

UNEMPLOYMENT INSURANCE -
ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE
BAINBRIDGE ISLAND GENERAL
BUSINESS - NON-RESIDENT -
ACTIVE
SHELTON GENERAL BUSINESS -
NON-RESIDENT #0091870 - ACTIVE
KIRKLAND GENERAL BUSINESS -
NON-RESIDENT #OBL22441 - ACTIVE
BELLINGHAM GENERAL BUSINESS
#069370 - ACTIVE
COVINGTON GENERAL BUSINESS -
NON-RESIDENT - ACTIVE

Director, Department of Revenue



STATE OF
WASHINGTON

BUSINESS LICENSE

Limited Liability Partnership

PACIFICA LAW GROUP LLP
PACIFICA LAW GROUP
STE 2000
1191 2ND AVE
SEATTLE WA 98101-3404

JOHNSON, BERKLEY GERALD GERALD
STIFFARM, DENISE
SKELTON, JESSICA
TOMLINSON, ZACHARY
JURICH, JON
LEONARD, CURTIS

MOORE, RICHARD
DE LANOY, JOHN
BENGE, ALISON
CHAVEZ, CHARLES
LISAGOR, JAMIE
PEKELIS, ZACHARY

Issue Date: Jan 10, 2025

Unified Business ID #: 603099772

Business ID #: 001

Location: 0001

Expires: Mar 31, 2026

REGISTERED TRADE NAMES:

PACIFICA LAW
PACIFICA LAW GROUP
PLG

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

Director, Department of Revenue

UBI: 603099772 001 0001

STATE OF WASHINGTON

Expires: Mar 31, 2026

PACIFICA LAW GROUP LLP
PACIFICA LAW GROUP
STE 2000
1191 2ND AVE
SEATTLE WA 98101-3404

UNEMPLOYMENT INSURANCE -
ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE
BAINBRIDGE ISLAND GENERAL
BUSINESS - NON-RESIDENT -
ACTIVE
SHELTON GENERAL BUSINESS -
NON-RESIDENT #0091870 - ACTIVE
KIRKLAND GENERAL BUSINESS -
NON-RESIDENT #OBL22441 - ACTIVE
BELLINGHAM GENERAL BUSINESS
#069370 - ACTIVE
COVINGTON GENERAL BUSINESS -
NON-RESIDENT - ACTIVE

Director, Department of Revenue

IMPORTANT!

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

General Information

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

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

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

Telephone: 360-705-6741

Endorsements

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

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

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

BLS-700-107 (07/27/20)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/21/2025

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 Hub International Northwest LLC PO Box 3018 Bothell WA 98041	CONTACT NAME: Teri Murphy PHONE (A/C, No, Ext): 425-489-4500 E-MAIL ADDRESS: now.info@hubinternational.com FAX (A/C, No): 425-485-8489
INSURED Pacifica Law Group LLP 401 Union Street Ste 1600 Seattle WA 98101	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Casualty Insurance Company of America INSURER B: Travelers Property Casualty Company of America INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1015007594**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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6802T351030	4/1/2025	4/1/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6802T351030	4/1/2025	4/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<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 \$5,000			CUPB0499227	4/1/2025	4/1/2026	EACH OCCURRENCE \$5,000,000 AGGREGATE \$ \$
A B	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 type="checkbox"/> N / A			6802T351030 UBB0499172	4/1/2025 4/1/2025	4/1/2026 4/1/2026	PER STATUTE <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Business Personal Property Tenants Improvements EDP			6802T351030	4/1/2025	4/1/2026	Special Form RC Blanket Limit \$8,480,000

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

City of Spokane is an additional insured on the general liability policy per CG D1 05 04/94. CG T1 00 02/19. Waiver of Subrogation is included per CG D8 42 02/19. Notice of cancellation for the general liability policy per the attached form.

CERTIFICATE HOLDER**CANCELLATION**

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

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS:

1. WHO IS AN INSURED (SECTION II) is amended to include as an insured any person or organization (called hereafter "additional insured") whom you have agreed in a written contract, executed prior to loss, to name as additional insured, but only with respect to liability arising out of "your work" or your ongoing operations for that additional insured performed by you or for you.
2. With respect to the insurance afforded to Additional Insureds the following conditions apply:
 - a. Limits of Insurance – The following limits of liability apply:
 1. The limits which you agreed to provide; or
 2. The limits shown on the declarations, whichever is less.
 - b. This insurance is excess over any valid and collectible insurance unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.
3. This insurance does not apply:
 - a. on any basis to any person or organization for whom you have purchased an Owners and Contractors Protective policy.
 - b. to "bodily injury," "property damage," "personal injury," or "advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
 1. The preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
 2. Supervisory, inspection or engineering services.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR SMALL BUSINESSES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|--|
| <p>A. Who Is An Insured – Unnamed Subsidiaries</p> <p>B. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees And Co-Volunteer Workers</p> | <p>C. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies</p> <p>D. Incidental Medical Malpractice</p> <p>E. Blanket Waiver Of Subrogation</p> |
|---|--|

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;

- b. An organization other than a partnership, joint venture or limited liability company; or

- c. A trust;

as indicated in its name or the documents that govern its structure.

B. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS

The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" while performing duties related to the conduct of your business.

C. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

1. The following replaces the first sentence of Paragraph 3. of **SECTION II – WHO IS AN INSURED**:

Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if

there is no other similar insurance available to that organization.

2. The following replaces the last sentence of Paragraph 3. of **SECTION II – WHO IS AN INSURED**:

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
 - b. An organization other than a partnership, joint venture or limited liability company; or
 - c. A trust;
- as indicated in its name or the documents that govern its structure.

D. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph b. of the definition of "occurrence" in the **DEFINITIONS** Section:

- b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist, occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or
- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the

scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

E. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**,

of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
 - b. "Personal and advertising injury" caused by an offense that is committed;
- subsequent to the execution of the contract or agreement.

COMMON POLICY CONDITIONS WASHINGTON

All Coverage Parts included in this policy are subject to the following conditions.

The conditions in this endorsement replace any similar conditions in the policy that are less favorable to the insured.

A. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by notifying us or the insurance producer in any one of the following ways:

- a. Written notice by mail, fax or e-mail;
- b. Surrender of the policy or binder; or
- c. Verbal notice.

Upon receipt of such notice, we will cancel this policy or any binder issued as evidence of coverage, effective on the later of the following:

- a. The date on which notice is received or the policy or binder is surrendered; or
- b. The date of cancellation requested by the first Named Insured.

2. We may cancel this policy or any Coverage Part by mailing or delivering to the first Named Insured and the first Named Insured's agent or broker written notice of cancellation, including the actual reason for the cancellation, to the last mailing address known to us, at least:

- a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- b. 45 days before the effective date of cancellation if we cancel for any other reason,

except as provided in paragraphs 3. and 4. below.

3. We may cancel the Commercial Property Coverage Part, if made a part of this policy, by mailing or delivering to the first Named Insured and the first Named Insured's agent or broker written notice of cancellation at least 5 days before the effective date of cancellation for any structure where 2 or more of the following conditions exist:

- a. Without reasonable explanation, the structure is unoccupied for more than 60

consecutive days, or at least 65% of the rental units are unoccupied for more than 120 consecutive days unless the structure is maintained for seasonal occupancy or is under construction or repair;

- b. Without reasonable explanation, progress toward completion of permanent repairs to the structure has not occurred within 60 days after receipt of funds following satisfactory adjustment or adjudication of loss resulting from a fire;
- c. Because of its physical condition, the structure is in danger of collapse;
- d. Because of its physical condition, a vacation or demolition order has been issued for the structure, or it has been declared unsafe in accordance with applicable law;
- e. Fixed and salvageable items have been removed from the structure, indicating an intent to vacate the structure;
- f. Without reasonable explanation, heat, water, sewer, and electricity are not furnished for the structure for 60 consecutive days; or
- g. The structure is not maintained in substantial compliance with fire, safety and building codes.

4. If:

- a. You are an individual;
- b. A covered "auto" you own is of the "private passenger type"; and
- c. The policy does not cover garage, automobile sales agency, repair shop, service station or public parking place operation hazards,

we may cancel the Commercial Automobile Coverage Part by mailing or delivering to the first Named Insured and the first Named Insured's agent or broker written notice of cancellation, including the actual reason for cancellation, to the last mailing address known to us:

- a. At least 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or



- b. At least 10 days before the effective date of cancellation for any other reason if the policy is in effect less than 30 days; or
 - c. At least 20 days before the effective date of cancellation for other than nonpayment if the policy is in effect 30 days or more; or
 - d. At least 20 days before the effective date of cancellation if the policy is in effect for 60 days or more or is a renewal or continuation policy, and the reason for cancellation is that your driver's license or that of any driver who customarily uses a covered "auto" has been suspended or revoked during the policy period.
5. We will also mail or deliver to any mortgage holder, pledgee or other person shown in this policy to have an interest in any loss which may occur under this policy, at their last mailing address known to us, written notice of cancellation prior to the effective date of cancellation. If cancellation is for reasons other than those contained in paragraph A.3. above, this notice will be the same as that mailed or delivered to the first Named Insured. If cancellation is for a reason contained in paragraph A.3. above, we will mail or deliver this notice at least 20 days prior to the effective date of cancellation.
6. Notice of cancellation will state the effective date of cancellation. If the policy is cancelled, that date will become the end of the policy period. If a Coverage Part is cancelled, that date will become the end of the policy period as respects that Coverage Part only.
7. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund will be at least 90% of the pro rata refund unless the following applies:
- a. If:
 - (1) You are an individual;
 - (2) A covered auto you own is of the "private passenger type";
 - (3) The policy does not cover garage, automobile sales agency, repair shop, service station or public parking place operations hazards; and
 - (4) The first Named Insured cancels,

plus; 95% of any unearned portion over \$100 but not exceeding \$500, and not less than 97% of any unearned portion in excess of \$500.

The cancellation will be effective even if we have not made or offered a refund.

- 8. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. INSPECTION AND SURVEYS

- 1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
- 2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
- 3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
- 4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, or-

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COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

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

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. 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 Coverages A or B or medical expenses under Coverage C.

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" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "bodily injury" or "property damage", provided that:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

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

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that

is used to heat, cool or dehumidify the building, or produced by or originating from equipment that is used to heat water for personal use by the building's occupants or their guests;

- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) If such "pollutants" are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed

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

- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are or were at any time performing operations to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

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 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) 50 feet long or less; and
 - (b) Not being used to carry any person or property for a charge;
- (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;
- (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 as "mobile equipment" under the definition of "mobile equipment" if such land vehicle 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"; or

(6) An aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity

i. War

"Bodily injury" or "property damage" arising out of:

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

j. 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 "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

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

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

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

k. Damage To Your Product

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

l. Damage To Your Work

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

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

m. Damage To Impaired Property Or Property Not Physically Injured

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

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

This exclusion does not apply to the loss of use of other property arising out of sudden and

accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

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

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

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

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

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

However, this exclusion does not apply to liability for damages because of "bodily injury".

q. Unsolicited Communication

"Bodily injury" or "property damage" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

r. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

s. Asbestos

- (1) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "bodily injury" or "property damage" is caused or contributed to by the hazardous properties of asbestos.

- (2) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "bodily injury" or "property damage" described in Paragraph (1) above.

- (3) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or
- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

t. Employment-Related Practices

"Bodily injury" to:

- (1) A person arising out of any:
- (a) Refusal to employ that person;
- (b) Termination of that person's employment; or
- (c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the

employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

Exclusions c. through n. do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section 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 Coverages A or B or medical expenses under Coverage C.

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 "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

This exclusion does not apply to "personal injury" caused by malicious prosecution.

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Or Used Prior To Policy Period

- (1) "Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or
- (2) "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Because of "personal injury" assumed by you in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party

against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

f. Breach Of Contract

"Advertising injury" arising out of a breach of contract.

g. Quality Or Performance Of Goods - Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Intellectual Property

"Personal and advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

- (1) Copyright;
- (2) Patent;
- (3) Trade dress;
- (4) Trade name;
- (5) Trademark;
- (6) Trade secret; or
- (7) Other intellectual property rights or laws.

This exclusion does not apply to:

- (1) "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or
- (2) Any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" caused by an offense committed by an insured whose business is:

- (1) Advertising, "broadcasting" or publishing;

(2) Designing or determining content of websites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a.(1), (2) and (3) of the definition of "personal injury".

For the purposes of this exclusion:

(1) Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and

(2) The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

k. Electronic Chatrooms Or Bulletin Boards

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

l. Unauthorized Use Of Another's Name Or Product

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

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or

neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury" arising out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Unsolicited Communication

"Personal and advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

q. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

r. Asbestos

(1) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "personal and advertising injury" is caused or contributed to by the hazardous properties of asbestos.

(2) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "personal and advertising injury" described in Paragraph (1) above.

(3) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or

assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

s. Employment-Related Practices

"Personal injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "personal injury".

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or

- (3) Because of your operations; provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$2,500 for the 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.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. 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.
 - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
 - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.
2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been

assumed by the insured in the same "insured contract";

- d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I – Coverages – Coverage A – Bodily Injury And Property Damage Liability** or Paragraph **2.e.** of Section **I – Coverages – Coverage B – Personal And Advertising Injury Liability**, such payments will not be deemed to be damages for "bodily injury", "property damage" or "personal injury", and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

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

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal injury":

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

workers" while performing duties related to the conduct of your business;

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

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

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

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Property damage" to property:

- (a) Owned, occupied or used by;

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.

- c. Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and

- (2) Until your legal representative has been appointed.

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
 - e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:
 - (1) 50 feet long or less; and
 - (2) Not being used to carry any person or property for a charge.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. An organization, other than a partnership, joint venture or limited liability company; or
 - b. A trust;
- as indicated in its name or the documents that govern its structure.
4. Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that:
- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
 - b. The insurance provided to such premises owner, manager or lessor does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.
5. Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" that:
- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
 - b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after the equipment lease expires.

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. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section II – Who Is An Insured.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C; because of all "bodily injury" and "property damage" arising out of any one "occurrence".

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part; or
- b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part.

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each 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.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. 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 claim or "suit";

- (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
- e. The following provisions apply to Paragraph a. above, but only for purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:
- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, or limited liability company), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.
 - (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:
 - (a) Any individual who is:
 - (i) A partner or member of any partnership or joint venture;
 - (ii) A manager of any limited liability company;
 - (iii) An executive officer or director of any other organization; or
 - (iv) A trustee of any trust;that is your partner, joint venture member, manager or trustee; or
 - (b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.
- (3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraph e.(1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.
- However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.
- 3. Legal Action Against Us**
- No person or organization has a right under this Coverage Part:
- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
 - b. To sue us on this Coverage Part unless all of its terms have been fully complied with.
- A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as described in Paragraphs **a.** and **b.** below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

- (i) Another insurance company;
- (ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph **5.** of Section **III** – Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph **4.** of Section **III** – Limits of Insurance applies because the Amendment – Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;
- (iii) Any risk retention group; or
- (iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph **c.** below, insurer means a provider of insurance.

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below, except when Paragraph **d.** below applies.

b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is insurance for "premises damage";

(iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;

(iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph **4.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies; or

(v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph **5.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies.

(b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Advertising injury":
 - a. Means injury caused by one or more of the following offenses:
 - (1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;
 - (2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:
 - (a) Appropriates a person's name, voice, photograph or likeness; or
 - (b) Unreasonably places a person in a false light; or
 - (3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".
 - b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.
3. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged.However, "auto" does not include "mobile equipment".
4. "Bodily injury" means:
 - a. Physical harm, including sickness or disease, sustained by a person; or
 - b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.
5. "Broadcasting" means transmitting any audio or visual material for any purpose:
 - a. By radio or television; or
 - b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:
 - (1) Radio or television programming being transmitted;
 - (2) Other entertainment, educational, instructional, music or news programming being transmitted; or
 - (3) Advertising transmitted with any of such programming.
6. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;provided the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph a. above, or in a settlement we agree to.
7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

10. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

11. "Hostile fire" means a fire which becomes uncontrollable or breaks out from where it was intended to be.

12. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a.** It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b.** You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

13. "Insured contract" means:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";
- b.** A sidetrack agreement;
- c.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement;
- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1)** That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle,

tracks, roadbeds, tunnel, underpass or crossing;

- (2)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

- (a)** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

- (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

- (3)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(2)** above and supervisory, inspection, architectural or engineering activities.

14. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

15. "Loading or unloading" means the handling of property:

- a.** After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b.** While it is in or on an aircraft, watercraft or "auto"; or
- c.** While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

16. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b.** Vehicles maintained for use solely on or next to premises you own or rent;
- c.** Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

- (1) Power cranes, shovels, loaders, diggers or drills; or
- (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
- (2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

17. "Occurrence" means:

a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions; or

b. An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

18. "Personal and advertising injury" means "personal injury" or "advertising injury".

19. "Personal injury":

a. Means injury, other than "advertising injury", caused by one or more of the following offenses:

- (1) False arrest, detention or imprisonment;
- (2) Malicious prosecution;
- (3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;
- (4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or
- (5) Oral or written publication, including publication by electronic means, of material that:
 - (a) Appropriates a person's name, voice, photograph or likeness; or
 - (b) Unreasonably places a person in a false light.

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.

20. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

21. "Premises damage" means:

- a. With respect to the first paragraph of the exceptions in Exclusion j. of Section I – Coverage A – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of seven or fewer consecutive days, including the contents of such premises; or
- b. With respect to the exception to Exclusions c. through n. in the last paragraph of Paragraph 2. of Section I – Coverage A – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of more than seven consecutive days, or while temporarily occupied by you with permission of the owner, caused by:

- (1) Fire;
- (2) Explosion;
- (3) Lightning;
- (4) Smoke resulting from fire, explosion or lightning; or
- (5) Water.

But "premises damage" under this Paragraph b. does not include "property damage" to any premises caused by:

- (1) Rupture, bursting, or operation of pressure relief devices;
- (2) Rupture or bursting due to expansion or swelling of the contents of any building or structure caused by or resulting from water; or
- (3) Explosion of steam boilers, steam pipes, steam engines or steam turbines.

22. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your

contract calls for work at more than one job site.

- (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

23. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

24. "Slogan":

- a. Means a phrase that others use for the purpose of attracting attention in their advertising.
- b. Does not include a phrase used as, or in, the name of:
 - (1) Any person or organization, other than you; or
 - (2) Any business, or any of the premises, goods, products, services or work, of any person or organization, other than you.

- 25.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 26.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 27.** "Title" means a name of a literary or artistic work.
- 28.** "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.
- 29.** "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
- 30.** "Your product":
- a.** Means:
 - (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a)** You;
 - (b)** Others trading under your name; or
 - (c)** A person or organization whose business or assets you have acquired; and
 - (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b.** Includes:
 - (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2)** The providing of or failure to provide warnings or instructions.
 - c.** Does not include vending machines or other property rented to or located for the use of others but not sold.
- 31.** "Your work":
- a.** Means:
 - (1)** Work or operations performed by you or on your behalf; and
 - (2)** Materials, parts or equipment furnished in connection with such work or operations.
 - b.** Includes:
 - (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2)** The providing of or failure to provide warnings or instructions.



December 20, 2024

Pacifica Law Group LLP
1191 2nd Avenue
Suite 2000
Seattle, WA 98101-3404

To Whom It May Concern:

CONFIRMATION OF INSURANCE

We hereby confirm that Pacifica Law Group LLP has Professional Liability Coverage under Policy LPL-1973-2025 with an annual limit of \$10,000,000 per claim and \$20,000,000 in the aggregate with the right, under stated conditions, to purchase extended reporting rights upon termination of such Policy by ALAS.

The self-insured retention under such Policy is \$250,000 each claim up to an aggregate of \$500,000 and \$100,000 each claim thereafter.

The Policy effective date is from January 1, 2025 to January 1, 2026.

Such Policy is subject to the terms, conditions, limitations and exclusions stated therein.

ATTORNEYS' LIABILITY ASSURANCE SOCIETY LTD., A RISK RETENTION GROUP

A handwritten signature in black ink that reads "Anne M. Mahoney". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

By:

Anne M. Mahoney
Assistant Director of Underwriting

Date: 12/20/2024

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**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 08/25/2025**Committee Agenda type:** Consent**Date Rec'd**

8/13/2025

Clerk's File #

OPR 2025-0622

Cross Ref #

OPR 2024-0909

Project #**Council Meeting Date:** 09/22/2025**Submitting Dept**

PLANNING & ECONOMIC

Bid #**Contact Name/Phone**

TIRRELL BLACK X6185

Requisition #**Contact E-Mail**

TBLACK@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

PDILLON JBINGLE

Sponsoring at Administrators Request

NO

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

PERIODIC UPDATE TO COMPREHENSIVE PLAN 2026 – ACCEPTANCE OF WA

Agenda Wording

WA Legislature has appropriated funding to cities to assist with Periodic Update to the Comprehensive Plan. This contract accepts \$105,625 of legislatively appropriated grant money.

Summary (Background)

RCW 36.70A.130 mandates Periodic Update to the Comprehensive Plan in 2026. The legislature has appropriated funds to assist cities with this work. The City of Spokane is eligible for \$325,000 in funding. To accommodate the WA State Budget, this amount is being broken into 3 contracts. Periodic Update Grant - Contract from WA Commerce Accept WA Commerce Funds (legislative appropriation, broken into 3 contracts for State's Fiscal years. Total appropriation is \$325,000. The first contract was for State Fiscal Year 24/25. This contract was approved OPR 2024-0909 at the October 28, 2024, council meeting. The grant distribution for this period was \$162,500 This current item is for acceptance of a second contract for the 2025/2026 state budget year. WA Commerce contract number 26-63114-247 for \$105,625. The balance of funds will be in an additional contract for the 2026/2027 state budget year. This is anticipated after July 1, 2026. This grant was anticipated in the budget (1360-94175-99999-33442-20267)

What impacts would the proposal have on historically excluded communities?

The Periodic Update to the Comprehensive Plan has an improved emphasis on engaging traditionally underrepresented communities. For Housing policy, racially disparate impact analysis, a new requirement will deepen understanding on historic impacts and potential solutions.

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?

Through the environmental review Environmental Impact Statement (EIS) the city's comprehensive plan will be updated to current population forecasts. New assumptions will include analysis for impacts to climate and how this affects specific populations within Spokane. Additionally, WA Commerce provides extensive guidance on examining historic racially disparate impacts on housing. This data will help the city design comprehensive plan policies to address displacement in housing and the impacts of climate on already overburdened communities

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

Climate planning will be integrated into the 2026 Periodic update to the City's Comprehensive Plan, RCW 36.70A.130 now requires that the city reassess the plan every 5 years. An Implementation Progress Report will be required in 2031.

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

Aligns with: Sustainability Action Plan 2021 - Land Use, Goal 4, Strategy 8. update the Comp Plan with ...climate goals." The Periodic Update will incorporate Climate planning policies. Washington Commerce provides a "periodic Update Checklist for Fully-Planning Cities under GMA" to make sure that policy and development code changes bring the city into alignment with current WA state code.

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost		\$ 105,625	
Current Year Cost		\$ 105,625	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
No match required; grant is deliverable based.			
Amount		Budget Account	
Revenue	\$ 105,625	# 1360- 94175- 99999- 33442-20267	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		One-Time	
Funding Source Type		Select	
Is this funding source sustainable for future years, months, etc?			
additional funding from Planning Consultant funds			
Expense Occurrence		One-Time	
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
<u>Dept Head</u>	GARDNER, SPENCER	<u>ACCOUNTING -</u>	BROWN, SKYLER
<u>Division Director</u>	MACDONALD, STEVEN		
<u>Accounting Manager</u>	ZOLLINGER, NICHOLAS		
<u>Legal</u>	SZAMBELAN, TIMOTHY		
<u>For the Mayor</u>	PICCOLO, MIKE		
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Interagency Agreement with

City of Spokane

through

Growth Management Services

**Contract Number:
26-63114-247**

For

GMA Periodic Update Grant – FY2026

Dated: Date of Execution

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Face Sheet

Contract Number: 26-63114-247

**Local Government Division
Growth Management Services
GMA Periodic Update Grant (PUG)**

1. Contractor City of Spokane 808 W. Spokane Falls Blvd Spokane, WA 99201		2. Contractor Financial Representative Kevin Schmitt Acting Director of Accounting and Grants mmurray@spokanecity.org	
3. Contractor Representative Tirrell Black Assistant Director tblack@spokanecity.org		4. COMMERCE Representative Melissa Alofaituli Senior Planner melissa.alofaituli@commerce.wa.gov <div style="float: right; text-align: right;"> PO Box 42525 1011 Plum St. SE Olympia, WA 98504 </div>	
5. Contract Amount \$105,625	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>		7. Start Date Date of Execution
8. End Date June 30, 2026			
9. Federal Funds (as applicable) N/A		Federal Agency: N/A	
10. Tax ID # N/A		11. SWV # SWV0003387-08	
12. UBI # 328-013-877		13. UEI # N/A	
14. Contract Purpose Grant funding to assist the City of Spokane with planning work for the completion the Growth Management Act (GMA) requirement to review and revise the comprehensive plan and development regulations under RCW 36.70A.130(5). COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget.			
FOR CONTRACTOR <i>Signature Block on next page</i>		FOR COMMERCE <i>Signature Block on next page</i>	

FOR CONTRACTOR	FOR COMMERCE
<div>Copy – do not sign</div>	
<div>Alex Scott, City Administrator City of</div>	<div>Mark K. Barkley, Assistant Director Local Government Division</div>
<div>Copy – do not sign</div>	
<div>Tim Fischer, Assistant City Attorney</div>	<div>BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE</div>
<div>Copy – do not sign</div>	
<div>Terri Pfister, City Clerk</div>	
<div>Date</div>	

Special Terms and Conditions

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. ACKNOWLEDGEMENT OF CLIMATE COMMITMENT ACT FUNDING

If this Agreement is funded in whole or in part by the Climate Commitment Act, Grantee agrees that any website, announcement, press release, and/or publication (written, visual, or sound) used for media-related activities, publicity, and public outreach issued by or on behalf of Grantee which reference programs or projects funded in whole or in part with Washington's Climate Commitment Act (CCA) funds under this Grant, shall contain the following statement:

"The [PROGRAM NAME / GRANT / ETC.] is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov."

The Grantee agrees to ensure coordinated Climate Commitment Act branding on work completed by or on behalf of the Grantee. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at [CCA brand toolkit](#), including:

- A. Any project related website or webpage that includes logos from other funding partners;
- B. Any publication materials that include logos from other funding partners;
- C. Any on-site signage including pre-during Construction signage and permanent signage at completed project sites; and
- D. Any equipment purchased with CCA funding through a generally visible decal.

3. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

4. COMPENSATION

COMMERCE shall pay an amount not to exceed **one hundred five thousand six hundred twenty-five dollars (\$105,625)**, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

5. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services and deliverables provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The parties agree this is a performance-based contract intended to produce the deliverables identified in Scope of Work (Attachment A). Payment of any invoice shall be dependent upon COMMERCE'S acceptance of Contractor's performance and/or deliverable. The invoices shall describe and document, to COMMERCE's satisfaction, deliverables or a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 26-63114-247. If

expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement. Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Contract funds must be used only for work covered by this Agreement. All back-up documents including but not limited to, consultant or subcontractor invoices, receipts, expense reports, staff time and expenses related to contract work, must be maintained by the Contractor. COMMERCE may request additional documents, but it is not required to be submitted with initial submittal of the invoice and completed deliverables. Back-up documentation should be retained during the life of the contract, as well as anytime past that to be compliant with Contractor's records retention policies.

Invoices and End of Fiscal Year

Final invoices for a state fiscal year may be due sooner than the 30th and Commerce will provide notification of the end of fiscal year due date.

The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Grant Timeline

COMMERCE will pay the Contractor for costs incurred beginning July 1, 2025, for services and COMMERCE will reimburse the Contractor beginning July 1, 2025, for costs paid performing work as described under this Agreement.

Allowable expenses for the performance of work and submission of completed deliverables to COMMERCE are eligible for reimbursement under this Contract from July 1, 2025, cost date listed above, through June 30, 2026, end date listed on the Face Sheet, subject to reimbursement requirements stated herein. Commerce shall not reimburse Contractor expenses for activities outside this period.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final deliverable (or completion of the project, final report, etc.).

Line Item Modification of Budget

- A. Notwithstanding any other provision of this Contract, the Contractor may, at its discretion, make one-time modification or modifications to line items in the Budget (Attachment B), reallocating no more than twenty percent (20%) of the overall contract budget.

- B. The Contractor shall notify COMMERCE in writing (by email) when proposing any budget modification to the Budget (Attachment B). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this Contract that would cause reallocation of line items amounts to exceed the twenty percent (20%) threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email), and such written approval shall amend the Budget. Each party to this Contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available as set forth in Section 4 of this Contract, nor does this section allow any proposed changes to the Scope of Work, including Tasks/Work Items and Deliverables under Attachment A, without specific written approval from COMMERCE by amendment to this Contract

6. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

7. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

8. FRAUD AND OTHER LOSS REPORTING

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

9. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

General Terms and Conditions

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

- i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;

- ii. All material produced by the Contractor that is designated as “confidential” by COMMERCE; and
 - iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered “works for hire” as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered “works for hire” under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

“Materials” means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. “Ownership” includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day

notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this Contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this Contract. Before suspending or terminating the Contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the Contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this Contract, COMMERCE, in addition to any other rights provided in this Contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the Contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this Contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Contract, or (ii) commencement of use of such property in the performance of this Contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A.** Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Contract.
- B.** The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C.** If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D.** The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E.** All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Attachment A: Scope of Work

Tasks & Deliverables	Description– Year 2 contract	End Date
Task 7	Summarize key milestones, engagement results and outcomes from public outreach events and messages	
Deliverable 7	D7: Public participation report	June 12, 2026
Task 8:	Prepare draft elements of Comprehensive Plan	
Deliverable 8	D8: Draft Comprehensive Plan Elements <ul style="list-style-type: none">• Land Use• Economic Development• Parks• Social Health	June 12, 2026
Deliverable 9	D9: Draft Comprehensive Plan Elements <ul style="list-style-type: none">• Transportation• Capital Facilities Plan• Utilities	June 12, 2026
Deliverable 10	D10: Draft Comprehensive Plan Elements <ul style="list-style-type: none">• Housing	June 12, 2026

Attachment B: Budget

Deliverable – Year 2 contract	SFY26 Amount
D7: Public participation report	\$8,125
D8: Draft Comprehensive Plan Elements <ul style="list-style-type: none">• Land Use• Economic Development• Parks• Social Health	\$32,500
D9: Draft Comprehensive Plan Elements <ul style="list-style-type: none">• Transportation• Capital Facilities Plan• Utilities	\$32,500
D10: Draft Comprehensive Plan Elements <ul style="list-style-type: none">• Housing	\$32,500
Contract Total (State Fiscal Year 2026 only)	\$105,625

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 08/18/2025**Committee Agenda type:** Consent**Date Rec'd**

8/5/2025

Clerk's File #

OPR 2025-0644

Cross Ref #**Project #**

2025066

Council Meeting Date: 09/22/2025**Submitting Dept**

ENGINEERING SERVICES

Contact Name/Phone

JONATHAN 6267

Contact E-Mail

JRADAMS@SPOKANECITY.ORG

Agenda Item Type

Engineer Construction Contract

Council Sponsor(s)

KKLITZKE

Sponsoring at Administrators Request

NO

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

TRAFFIC CONTROL PLANNING AND DESIGN ON-CALL SERVICES CONTRACT

Agenda Wording

Consultant Agreement with Horrocks LLC (Pleasant Grove, UT) for Traffic Control Planning and Design On-Call Services for 2025-2027 - (Non-Federal Aid) - not to exceed \$200,000.00. (Various Neighborhood Councils)

Summary (Background)

Most public works projects designed and bid by Engineering Services require traffic control and permanent signing and striping (TC/PSS) design. As the volume of public works projects has increased, the number of staff preparing TC/PSS designs has remained constant. As a result, TC/PSS design can delay the project schedule. To clear this roadblock, Engineering Services seeks to retain an on-call consultant specializing in this type of work to be used on an as-needed basis. Once the selection process is complete, a contract will be forward to Council for review and approval. This Consultant Agreement for Traffic Control Planning and Design On-Call Services is for a period of 2 years with an additional one-year option to extend. Task Assignments shall be prepared under this Agreement and scoped for individual project needs. Funding shall be from individual projects.

What impacts would the proposal have on historically excluded communities?

Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, distribute public investment throughout the community, and respond to gaps in services identified in various City plans.

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

N/A

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

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

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

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

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost		\$ 200,000.00	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
Costs for this consultant would be reimbursed by public works project for which the consultant is used.			
<u>Amount</u>		<u>Budget Account</u>	
Expense	\$ 200,000.00	# Various	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Funding Source</u>		One-Time	
<u>Funding Source Type</u>		Program Revenue	
Is this funding source sustainable for future years, months, etc?			
Funding source is sustainable for the term of this contract.			
<u>Expense Occurrence</u>		One-Time	
Other budget impacts (revenue generating, match requirements, etc.)			
<u>Approvals</u>		<u>Additional Approvals</u>	
<u>Dept Head</u>	BULLER, DAN	<u>PURCHASING</u>	WAHL, CONNIE
<u>Division Director</u>	FEIST, MARLENE		
<u>Accounting Manager</u>	ZOLLINGER, NICHOLAS		
<u>Legal</u>	SZAMBELAN, TIMOTHY		
<u>For the Mayor</u>	PICCOLO, MIKE		
<u>Distribution List</u>			
		jrhall@spokanecity.org	
Tax&licenses@spokanecity.org		publicworksaccounting@spokanecity.org	
eraea@spokanecity.org		dbuller@spokanecity.org	
jradams@spokanecity.org		glenn.blackwelder@horrocks.com	



City of Spokane

CONSULTANT AGREEMENT

**Title: TRAFFIC CONTROL,
PLANNING & DESIGN**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **HORROCKS, LLC**, whose address is 2162 West Grove Parkway, Suite 100, Pleasant Grove, Utah 84062 as ("Consultant"), as ("Consultant"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the purpose of this Agreement is to provide On-Call Traffic Control Planning and Design Services; and

WHEREAS, the Consultant was selected from Request For Qualifications issued by the City.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on October 1, 2025, and ends on December 31, 2027, unless amended by written agreement or terminated earlier under the provisions The contract may be renewed for one (1) additional one-year contract period, subject to mutual agreement.

2. TIME OF BEGINNING AND COMPLETION.

The Consultant 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 Consultant is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Consultant's control.

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in Consultant's Response to Request For Qualifications which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, this City Agreement controls.

The Work is subject to City review and approval. The Consultant 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 Consultant's progress.

4. COMPENSATION.

Total compensation for Consultant's on-call services under this Agreement shall not exceed **TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00)**, plus tax if applicable and in accordance with the Fee Schedule in Exhibit B. 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.

5. PAYMENT.

The Consultant shall submit its applications for payment to City of Spokane Engineering Services Department – Construction Management, 998 E North Foothills Drive Spokane, WA 99207-2735. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Consultant's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. REIMBURSABLES

The reimbursables under this Agreement are to be included, and considered part of the maximum amount not to exceed (above), and require the Consultant's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts are not required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is

incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.

- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.

Subconsultant: Subconsultant expenses will be reimbursed at the actual cost incurred and a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required.

7. TAXES, FEES AND LICENSES.

- A. Consultant 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 Consultant'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. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
- C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.
- D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

8. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Consultant 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.

9. SOCIAL EQUITY REQUIREMENTS.

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. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is

one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

10. INDEMNIFICATION.

The Consultant shall 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 to the extent caused by the Consultant's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Consultant 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 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 Consultant, its agents or employees. The Consultant specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

11. INSURANCE.

During the period of the Agreement, the Consultant 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 RCW Title 48;

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 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 Consultant's services to be provided under this Agreement.

- i. Acceptable **supplementary Umbrella insurance** coverage combined with Consultant'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.

D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

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

12. DEBARMENT AND SUSPENSION.

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

13. AUDIT.

Upon request, the Consultant shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Consultant shall permit the City to copy such books and records at its own expense. The Consultant shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

14. INDEPENDENT CONSULTANT.

- A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

15. KEY PERSONS.

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

16. ASSIGNMENT AND SUBCONTRACTING.

The Consultant 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 Consultant shall incorporate by reference this Agreement, except as otherwise provided. The Consultant shall require that all subconsultants comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the consultant from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

17. CITY ETHICS CODE.

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
- C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

18. NO CONFLICT OF INTEREST.

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

19. ERRORS AND OMISSIONS, CORRECTIONS.

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care

applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

20. INTELLECTUAL PROPERTY RIGHTS.

- A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.
- B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.
- C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

21. CONFIDENTIALITY.

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

22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the

Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

23. TERMINATION.

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

24. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or

Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

25. MISCELLANEOUS PROVISIONS.

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. 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.
- I. 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 Consultant after the time the same shall

have become due nor payment to the Consultant 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.

- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as an Exhibit. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.
- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

HORROCKS, LLC

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments to this Contract:

Exhibit A – Certificate Regarding Debarment

Exhibit B – Consultant's Response to Request for Qualifications

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

August 18, 2025

Attn: Jonathan Adams
City of Spokane
808 W. Spokane Falls Blvd.
Spokane, WA 99201

LETTER OF SUBMITTAL: TRAFFIC CONTROL PLANNING AND DESIGN

Dear Mr. Adams and Members of the Selection Committee:

Horrocks respectfully submits our statement of qualifications to provide traffic control planning and design services to the City of Spokane. Glenn Blackwelder, PE, PTOE, will lead our team on this contract, bringing valuable experience serving as the Project Manager on the current Traffic Control Planning and Design contract (2023-2025). Joseph Hoerner, EIT, has worked closely with Glenn to successfully complete various task orders as part of the 2023-2025 contract. Their familiarity with City standards ensures that all project tasks will be executed efficiently and effectively. Glenn and Joseph are supported by an experienced team of support staff who will provide expertise, as needed, for each task order. We are excited for the opportunity to continue delivering exceptional, high-quality services and solutions on task orders that may be awarded through this contract.

FIRM INFORMATION

1. **Horrocks (Principal Place of Business):** 2162 W. Grove Pkwy., Suite 100, Pleasant Grove, UT 84062
Glenn Blackwelder, PE, PTOE | glenn.blackwelder@horrocks.com | 509.241.8768
2. **Legal Status of the Firm:** LLC
3. **Horrocks (Local Facility):** 714 N. Iron Bridge Way, Suite 201, Spokane, WA 99202
Glenn Blackwelder, PE, PTOE | glenn.blackwelder@horrocks.com | 509.241.8768
4. **Current or Former City Employees:** N/A
5. Horrocks will comply with all terms and conditions set forth in the Request for Qualifications unless otherwise agreed by the City.
6. Horrocks certifies that it has not been debarred, suspended, ineligible for, or otherwise excluded from participation in Federal Assistance programs under Executive Order 12549, Title 31 U.S. Code 6101 Note, Executive Order 12549, Executive Order 12689, Title 48 Codified Federal Regulation 9.404, "Debarment and Suspension".

Horrocks will not contract with a subcontractor that is likewise debarred, suspended, ineligible for, or otherwise excluded, as referenced in the foregoing Executive Orders, U.S. Codes and Codified Federal Regulations; and Horrocks agrees to comply with City requirements to follow cost principals outlined in 2 CFR 200, Subpart E – Cost Principles for financial disbursements under its Grant Agreement. Horrocks also agrees to comply with audit requirements outlined in 2 CFR 200 Subpart F – Audit Requirements.

Please feel free to contact Glenn Blackwelder with any questions regarding the information provided in this statement of qualifications.

Sincerely,



Glenn Blackwelder, PE, PTOE
Project Manager

1. FIRM QUALIFICATIONS AND EXPERIENCE

FIRM QUALIFICATIONS

Horrocks has provided high-quality engineering services for more than 55 years. We are a moderately sized firm with over 1,000 employees in 26 offices. Our multidisciplinary staff includes engineers and design professionals who specialize in all aspects of transportation engineering. Our staff are familiar with traffic designs as stand-alone projects and as part of a larger transportation network. This range of experience allows our staff to successfully manage projects and integrate the needs of the client and community.



Horrocks has extensive traffic design experience that includes construction phase traffic control planning, roadway signing and striping, traffic signals and lighting design, pedestrian hybrid beacons (PHBs) design, and traffic signal timing. Below is a detailed description of our qualifications.



Construction Phase Traffic Control Plan Design

Horrocks has developed limitations of operations and designed construction phase traffic control for projects on local roads, freeways, and arterials. We understand the challenges in maintaining traffic on arterial streets during construction, such as signal timing, and the complexities of maintaining driveway access and full turning movements at intersections. Our team has a keen understanding of how public perception can affect the results of temporary traffic control. We will work with City staff to ensure the public messaging and traffic control are consistent. Horrocks has extensive experience providing traffic control services to local and state agencies and will produce traffic control plans that are easily and effectively implemented.



Permanent Signing and Striping Design

Our team designs signing and striping for all road types and sizes, including green field projects, redesigns, and roadway rebuilds. Horrocks is experienced in arterial signing, providing solutions to complex sign guidance challenges for non-typical configurations. Our experience designing innovative intersection signage and patterns has strengthened our understanding of signing for all types of intersections.



Traffic Signal Design

Horrocks has experience on hundreds of projects involving the design of new, modified, and reconstructed traffic signals. These signals have been installed on local roads, collectors, high-speed arterials, and freeway interchanges (ICs). Our traffic signal design projects range from single, standalone signals, to extended corridors with multiple signals. We have experience with many types of signal detection systems, including in-pavement loops,

Unique Experience to Benefit the City

Horrocks has the expertise to effectively support the City on the Traffic Control Planning and Design contract, drawing from our recent experience with this contract and our work on the Greene, Freya, and Havana Bridge project. This experience has enhanced our understanding of the City's needs and has equipped us to implement effective traffic engineering that improves safety and longevity. Our familiarity with the City's standards enables us to deliver tailored solutions for efficient and safe traffic management.

Our team brings a wealth of experience in developing solutions to traffic challenges faced by cities across the western United States. We have a local presence and a broad base of traffic control planning and design experience to draw on, and will find solutions to address the needs of stakeholders. Many of Horrocks' staff have worked for the public sector and understand the needs of public agencies and municipalities similar to the City.



PHB Design

We have designed enhanced pedestrian crossings like PHBs, rapid flashing rectangular beacons (RFRBs), and school zone crossings and signing. Our designs comply with the Federal Highway Administration's Manual on Uniform Traffic Control Devices (MUTCD) and local signing standards, which results in signing and striping designs that are easily understood by drivers and provide a safe and efficient user experience.



Street Lighting Design

Horrocks has designed lighting for various road types using AGI32 Lighting Analysis software. Our designs focus on the importance of lighting for proper road function and pedestrian safety and address challenges such as light pollution. Along with designing lighting levels, we will verify that there are no conflicts with other utilities and ensure proper maintenance access. Compliance with best practices and standards as determined by the City will ensure lighting systems function consistently and are maintained cohesively throughout the City.



Traffic Signal Timing

Horrocks has experience designing and implementing optimized signal timing plans using advanced traffic engineering software such as Vistro, Synchro, SimTraffic, and VISSIM. Our team possesses knowledge and practical experience in traffic signal design, timing, and operations. We have developed and programmed new timing plans for hundreds of intersections

throughout the western United States. Our team has also prepared signal timing and coordination plans for transportation corridors, conducted travel time studies, and documented project results that highlight travel time reductions, fuel savings, and overall benefit/cost ratios for signal optimization. Our strong background in traffic modeling, intersection design, and safety studies ensures that our signal timing solutions conform to the latest standards and practices in the traffic industry.



Communication

Meeting with team members and key stakeholders regularly to coordinate project direction is effective in solving project challenges, resolving conflicts, and addressing specific needs and details as they develop. To facilitate communication with the City, our Project Manager, Glenn Blackwelder, PE, PTOE, will organize and conduct regular project coordination meetings with the City. At these meetings, our team will review the schedule, discuss any design issues, and coordinate work activities. Our experience has shown that enhanced communication will lead to an improved design and final product.



Quality Control and Quality Assurance (QC/QA)

Horrocks relies on a consistent and comprehensive QC/QA process to provide high-quality designs to our clients. For this contract, Horrocks has identified Tyson Larson, PE, as QC/QA Lead. Tyson has more than 11 years of experience working in eastern Washington and north Idaho and is familiar with the City of Spokane's codes and standards. He will ensure quality deliverables for each task order.

FIRM EXPERIENCE

Project Experience Key:



Construction Phase
Traffic Control Plan



Permanent Signing
and Striping



Traffic Signals



PHBs



Street Lighting



Traffic Signal Timing

We anticipate the majority of task orders will include construction phase traffic control plan and permanent signing and striping design. The projects shown below highlight our experience in these two key areas, as well as additional services identified in the scope of services that may be requested.

CITY OF SPOKANE | TRAFFIC CONTROL PLANNING AND DESIGN 2023-2025, SPOKANE, WA

Relevant services provided:  

Horrocks is providing on-call traffic design services to the City of Spokane. *Work we have completed has included the design of signing and striping to enhance pedestrian and bicycle access and temporary traffic control at multiple locations.* Horrocks also designed a detour plan and provided plan sets, construction estimates, and special provisions for the Desmet Ave. and Superior

St. Sewer Reroute project. A key component of the success of this contract is Horrocks' ability to respond quickly and effectively on task orders. Our team has completed the following task orders:

- Howard St. and Mallon St. Bicycle and Pedestrian Striping Plan
- Americans with Disabilities Act (ADA) Ramp Project Incidental Signing
- Perry St. Temporary Traffic Control
- Desmet Ave. and Superior St. Sewer Reroute
- Altamont, Broadway, and Freya Pedestrian Bump-Out and Island Design



Howard St. and Mallon St. Bicycle and Pedestrian Striping Plan

ADA COUNTY HIGHWAY DISTRICT (ACHD) | MAPLE GROVE RD.; VICTORY RD. TO OVERLAND RD., ADA CO., ID

Relevant services provided:     

Horrocks provided the traffic design, conceptual intersection design, environmental evaluation, survey, transportation planning, roadway design, irrigation, drainage, and right-of-way (ROW) services. This project involved the preparation of applicable permits and design plans for widening Maple Grove Rd. within this one-mile-long segment from a two-lane rural roadway to a five-lane urban arterial. *Our team prepared plans for traffic signals, lighting, construction traffic control, signing and pavement markings, PHBs, and ITS.* We prepared signal design modifications for the existing PHB, the Maple Grove Rd. and Overland Rd. intersection, and the Maple Grove Rd. and Victory Rd. intersection, as well as a design for a new PHB. *We also designed the PHBs for the intersection of Maple Grove Rd. and Targee St., as well as for the pedestrian crossing at Molenaar Park and Maple Grove Elementary.* The PHBs were designed with a focus on bicycle and pedestrian movements to and from Molenaar Park and Maple Grove Elementary School, which helped make crossings more visible to vehicles.

CITY OF MCCALL | DEINHARD LN., SH-55 TO SAMSON TRAIL, MCCALL, ID

Relevant services provided:   

This project included the reconstruction of a half-mile of Deinhard Ln. from SH-55, east to Samson Trail. *Horrocks provided the design of intersection, signal, traffic, roadway, pathway, and stormwater improvements.* The project also included the improvement of the east side of the SH-55 and Deinhard Ln. intersection in cooperation with the Idaho Transportation Department (ITD). *Horrocks*

prepared the final plans and specifications for construction which included signing and striping, construction staging, traffic control, and signal plan sheets.

CITY OF AMMON | SUNNYSIDE RD. AND AMMON RD. INTERSECTION IMPROVEMENTS, AMMON, ID

Relevant services provided:     

Horrocks provided design and construction engineering services to improve the safety and mobility at the intersection of Sunnyside Rd. and Ammon Rd. *The project included traffic control plans, signing and striping, traffic signal design, signal timing, and street lighting design.* We designed improvements to the ADA ramps, roadway lane usage, curb, gutter, and sidewalks. One particular challenge on this project was to design around underground and overhead utilities. To ensure the new signal poles and mast arms did not conflict with the existing overhead power and cable television lines, Horrocks completed a 3D scan of the overhead lines and embedded the data into the design model. Designers used this data, along with the 3D model of the signal, to ensure required clearances between the signal poles and the overhead lines were achieved. This project has made a significant improvement to the safety and mobility of this intersection.

ITD | US-95, SAGLE RD. TO LONG BRIDGE, SAGLE, ID

Relevant services provided:    

US-95, from Sagle Rd. to the Long Bridge south of Sandpoint, needed roadway and traffic improvements to reduce conflicts and delays due to high traffic volumes and to improve safety along the corridor. This project included improvements at two different locations along US-95 near Sagle. *Horrocks led the project, which included traffic control, signing and striping, illumination, traffic signal design, and various roadway improvement components.* Our team provided preliminary and final design, and developed plans and specifications for construction. Horrocks also designed the realignment of the US-95 and Sagle Rd. intersection. *The intersection enhancements included design of the new traffic signal and realigned intersection, including new permanent signage and striping and adequate intersection lighting.* The traffic control design included detour plans, providing an alternate route for local traffic during the reconstruction of the intersection.

ITD | US-95 IC, EMMA AVE. TO NEIDER AVE., KOOTENAI CO., ID

Relevant services provided:  

Horrocks is completing a traffic analysis and providing construction phase traffic control and street lighting design. Horrocks is providing construction phase traffic control design to maintain traffic while reconstructing the I-90/US-95 IC and the grade separation of US-95 and Appleway Ave. We are leveraging our experience in traffic operations to assess traffic needs, our skills in temporary traffic design and constructability to address those needs, and our communication abilities to coordinate with all project team disciplines. This will ensure the final design is constructable with

the designed temporary traffic control and phasing.

ITD | SH-44, EAGLE RD. INTERSECTION IMPROVEMENTS, EAGLE, ID

Relevant services provided:     

This project originally intended to reconfigure the east and west legs of SH-44 with displaced left turns, also known as a continuous flow intersection (CFI). *Horrocks completed all traffic design features, which included signals, roadway lighting, signing, pavement markings, ITS, work zone traffic control plans, and signal timing.* After successfully advertising and bidding, a contractor was awarded the project and construction began. However, after priorities changed while reviewing the design, ITD stopped the contractor to reevaluate the CFI configuration and chose to redesign the intersection to a more conventional layout. This change required our staff to redesign nearly every aspect of the project while the contractor was on standby. The Horrocks team quickly mobilized and delivered several portions of the design in separate packages to allow construction to stay on schedule. Due to the professional working relationship between our team, ITD, and the contractor, the project was successfully completed within the scheduled construction season.

CITY OF IDAHO FALLS/LOCAL HIGHWAY TECHNICAL ASSISTANCE COUNCIL (LHTAC) | SCIENCE CENTER DR., N. BLVD. TO HOLMES AVE., IDAHO FALLS, ID

Relevant services provided:     

Horrocks provided traffic, environmental, roadway, and ROW services to maintain and preserve 0.5 miles of existing roadway on Science Center Dr. between N. Blvd. and Holmes Ave. and improve safety at the Science Center Dr. and N. Blvd. intersection. *Design services included signal, illumination, signing, pavement markings, temporary traffic control, sidewalk, curb, and gutter. Our team worked with the City of Idaho Falls to develop the timing parameters for the traffic signals.* The project design included an updated traffic signal, proper drainage systems, an improved pedestrian network, and a durable driving surface.

CITY OF REXBURG/LHTAC | INT. 7TH S. AND CENTER ST. SIGNAL, REXBURG, ID

Relevant services provided:    

Horrocks provided traffic signal, traffic control, and signing and striping design. This project aimed to improve safety to decrease the number of fatal and serious injury crashes that occur at this intersection. The new traffic signal will replace the existing RFBs, which have proven ineffective in alerting drivers at night. *We worked with the City of Rexburg to develop the timing parameters for the traffic signals.* This project was delivered on time and under budget.

2. STAFFING PLAN

A. PERSONNEL WHO WILL CARRY OUT THE WORK

CITY OF SPOKANE

★◆ Glenn Blackwelder, PE, PTOE
Project Manager

★◆ Joseph Hoerner, EIT
Project Engineer

◆ Tyson Larson, PE
QC/QA Lead

◆ Keira Johnston, EIT
Project Support/QC

◆ Jason Brinkman
Constructability

★ Key Personnel

◆ Spokane, WA

Support Staff and Technical Resources

Terry Benton
Traffic Design/
WSDOT Standards

Ashley Dowell, PE, RSP1
Traffic Signals/Lighting

◆ Jenna Price
Construction Staging/
Roadway Design

Carly Morrison, PE
Signal Timing

Daniel Thurgood, PE
Signing Expert

Team Structure to Deliver the Work: Our team will be led by our Project Manager, Glenn Blackwelder, PE, PTOE, with Joseph Hoerner, EIT, serving as Project Engineer. They will leverage their experience and familiarity with City standards to ensure efficient and effective execution of all task orders. *Glenn and Joseph completed more than 90% of the work on task orders assigned through the current Traffic Control Planning and Design contract with the City.* They are well-equipped to complete the majority of the responsibilities for any future projects that may be assigned.

Glenn and Joseph are supported by a team of subject matter experts who provide specialized traffic design expertise. Our team will be available to provide support, as needed, ensuring that we can address specific challenges that arise while maintaining our commitment to delivering task orders on schedule and within budget. Our approach will be tailored to the unique needs of each task order, allowing us to efficiently allocate staff and draw on our larger firm resources when necessary.

B. QUALIFICATIONS, SKILLS, AND RESPONSIBILITIES

KEY PERSONNEL QUALIFICATIONS, SKILLS, AND RESPONSIBILITIES						
See resumes in the appendix for additional experience						
Glenn Blackwelder, PE, PTOE Project Manager WA PE No. 40200, PTOE No. 2339 MS Transportation Engineering; BS Civil Engineering Glenn will manage task orders, ensuring quality of our work and task orders are completed on time and within budget. He will be the main point of contact for the City. He has 25 years of traffic experience that includes traffic control planning and design, traffic signal design and timing, signing and striping, and street lighting. Glenn was responsible for ADA standards at the Utah Department of Transportation (UDOT) for six years, giving him an understanding of how local and federal standards interact. Glenn has successfully managed various projects, including intersection improvements and work zone traffic control, where he applied his extensive knowledge of traffic operations and safety analysis to enhance roadway functionality and user experience. He is a member of the Markings Technical Committee of the National Committee on Uniform Traffic Control Devices, and has published papers on roundabout exit capacity and traveler information in road weather events. Glenn has served as the Project Manager and Engineer-of-Record for our current Traffic Control Planning and Design contract for the City of Spokane since 2023.	•	•	•	•	•	
Joseph Hoerner, EIT Project Engineer BS Civil Engineering, EIT No. 21038004 Joseph will complete the designs, plan productions, and cost estimates for task orders. He has five years of experience providing engineering support on transportation improvement projects throughout Washington and Idaho. Joseph has experience designing rural roadways, urban intersections, signing, and striping using AutoCAD and Civil3D. Having worked on the Traffic Control Planning and Design contract with the City of Spokane for the last two years, Joseph designed, drafted, and created cost estimates and specifications for traffic calming projects, signing plans, and temporary traffic control plans. As a Spokane native, he is familiar with the needs of the City and knowledgeable of the local design standards and processes.	•	•				

[Business Lookup](#)**License Information:**[New search](#) [Back to results](#)

Entity name: HORROCKS LLC

Business name: HORROCKS LLC

Entity type: [Limited Liability Company](#)

UBI #: 602-884-898

Business ID: 001

Location ID: 0001

Location: Active

Location address: 1325 W 1ST AVE
SPOKANE WA 99201-4135

Mailing address: 1325 W 1ST AVE
SPOKANE WA 99201-4135

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

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

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane General Business				Active	Dec-31-2025	Mar-07-2018
Spokane Valley General Business - Non-Resident				Active	Dec-31-2025	Dec-20-2019

Owners and officers on file with the Department of Revenue

Owners and officers	Title
O'ROURKE, EDWARD (TED)	



Owners and officers	Title
RENSHAW, MICHAEL	
SANNER, DAN	
SWENSON, ROBERT	
TRILON GROUP, LLC	

Registered Trade Names

Registered trade names	Status	First issued
BELSBY - HORROCKS	Active	Jan-28-2020
BELSBY ENGINEERING	Active	Jan-28-2020
HORROCKS LLC	Active	Nov-21-2023

The Business Lookup information is updated nightly. Search date and time: 8/28/2025 11:18:38 AM

Contact us

How are we doing?
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Check if your browser is supported





CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
12/30/2024

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 Willis Towers Watson Insurance Services West, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37205191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com														
INSURED Horrocks LLC 2162 W Grove Pkwy, Ste 100 Pleasant Grove, UT 84062	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Liberty Mutual Fire Insurance Company</td><td>23035</td></tr><tr><td>INSURER B: Liberty Insurance Corporation</td><td>42404</td></tr><tr><td>INSURER C: American Guarantee and Liability Insurance</td><td>26247</td></tr><tr><td>INSURER D: Allied World Surplus Lines Insurance Compa</td><td>24319</td></tr><tr><td>INSURER E: Indemnity National Insurance Company</td><td>18468</td></tr><tr><td>INSURER F: RSUI Indemnity Company</td><td>22314</td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Liberty Mutual Fire Insurance Company	23035	INSURER B: Liberty Insurance Corporation	42404	INSURER C: American Guarantee and Liability Insurance	26247	INSURER D: Allied World Surplus Lines Insurance Compa	24319	INSURER E: Indemnity National Insurance Company	18468	INSURER F: RSUI Indemnity Company	22314
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INSURER F: RSUI Indemnity Company	22314														

COVERAGES**CERTIFICATE NUMBER:** W37153223**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														
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B	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 No N/A Y	WC7-641-446161-064	12/31/2024	12/31/2025	<table><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	<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						
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
per written contract

The Certificate Holder included as an Additional Insured as respects to General Liability and Auto Liability. The General Liability and Auto Liability shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by The Certificate Holder. Waiver of Subrogation applies in favor of The Certificate Holder
SEE ATTACHED

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane 808 W. Spokane Falls BLVD Spokane, WA 99201-3306	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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SR ID: 26998488

BATCH: 3756610

8674: 2 * of 2

AGENCY CUSTOMER ID: _____

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY Willis Towers Watson Insurance Services West, Inc.		NAMED INSURED Horrocks LLC 2162 W Grove Pkwy, Ste 100 Pleasant Grove, UT 84062	
POLICY NUMBER See Page 1			
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

with respects to General Liability, Auto Liability, and Workers Comp, as permitted by law.

INSURER AFFORDING COVERAGE: Indemnity National Insurance Company

NAIC#: 18468

POLICY NUMBER: XS001814 24 EFF DATE: 12/31/2024 EXP DATE: 12/31/2025

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Excess Automobile Liability	Each Occurrence	\$1,500,000
	excess	\$2,000,000

INSURER AFFORDING COVERAGE: RSUI Indemnity Company

NAIC#: 22314

POLICY NUMBER: NHA604323 EFF DATE: 12/31/2024 EXP DATE: 12/31/2025

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Excess Automobile Liability	Each Occurrence	\$1,500,000
	excess	\$2,000,000

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 08/25/2025**Committee Agenda type:** Discussion**Date Rec'd**

8/20/2025

Clerk's File #

ORD C36756

Cross Ref #**Project #****Council Meeting Date:** 09/22/2025**Submitting Dept**

FINANCE, TREASURY & ADMIN

Bid #**Contact Name/Phone**

MATT BOSTON 625-6585

Requisition #**Contact E-Mail**

MBOSTON@SPOKANECITY.ORG

Agenda Item Type

Special Budget Ordinance

Council Sponsor(s)

PDILLON MCATHCART

Sponsoring at Administrators Request

NO

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

SPECIAL BUDGET ORDINANCE – CRIMINAL JUSTICE ASSISTANCE FUND

Agenda Wording

AMENDING ORDINANCE NO. C36626, ENTITLED IN PART, "AN ORDINANCE ADOPTING A BIENNIAL BUDGET FOR THE CITY OF SPOKANE", AND AMENDING IT TO RESOLVE THE INSOLVENCY IN THE CRIMINAL JUSTICE ASSISTANCE FUND, AND DECLARING AN EMERGENCY.

Summary (Background)

The Criminal Justice Assistance Fund was established in 2007 for "criminal justice purposes" wherein the City's share of the County's imposed criminal justice sales tax is deposited. Originally, the only budgeted expenditure was the City's share of the County's jail operational costs. Over time, other expenditures were budgeted here including PD's Axon contract and CJS' electronic monitoring. However, the 2021 "fiscal flexibility" bill that temporarily allowed homelessness costs to be spent from this revenue source, is what used up the most fund balance. Also, over time, the operational costs of running the County jail have increased significantly as has the City's proportional share. In 2025, this fund's cash balance has reached insolvency wherein the sales tax collected is not enough to pay the monthly allocated bill from the County. The Criminal Justice Assistance Fund needs an influx of funding to survive 2025, let alone future years.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

N/A

Fiscal Impact			
Approved in Current Year Budget? NO			
Total Cost		\$ 3,200,000	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
The General Fund will have to partially fund the Criminal Justice Assistance Fund for the foreseeable future as jail costs have outpaced sales tax revenue			
<u>Amount</u>		<u>Budget Account</u>	
Expense	\$ -2,000,000	# 0680-11150-21250-51001	
Expense	\$ 2,000,000	# 1910-18300-23600-54261	
Revenue	\$ 1,200,000	# 0680-11350-21250-34210	
Expense	\$ 1,200,000	# 0680-11350-21250-51240	
Expense	\$ -456,000	# 0680-11120-21700-5xxx	
Expense	\$ 456,000	# 0680-11120-94210-56404	
<u>Funding Source</u>		One-Time	
<u>Funding Source Type</u>		Reallocation	
Is this funding source sustainable for future years, months, etc?			
A PD re-allocation shouldn't occur, but the General Fund will likely need to support Crim Justice moving forward.			
<u>Expense Occurrence</u>		Recurring	
Other budget impacts (revenue generating, match requirements, etc.)			
Jail costs are recurring.			
<u>Approvals</u>		<u>Additional Approvals</u>	
<u>Dept Head</u>	STRATTON, JESSICA	<u>MANAGEMENT &</u>	STRATTON, JESSICA
<u>Division Director</u>	BOSTON, MATTHEW		
<u>Accounting Manager</u>	SCHMITT, KEVIN		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>	PICCOLO, MIKE		
<u>Distribution List</u>			

SBO Request

Finance & Administration Committee

Committee Date	8/25/2025
Submitting Department	Finance
Fund to Receive Budget (if different from submitting dept)	1910-Criminal Justice Assistance Fund
Contact Name	Matt Boston
Select Agenda Item Type	<input checked="" type="checkbox"/> Discussion Time Requested: 5min
Agenda Item Name	Special Budget Ordinance – Criminal Justice Assistance Fund Solvency
Grant Item	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, this SBO should be submitted to the same agenda as the acceptance.
Why is this budget adjustment urgent and can't wait until the mid-biennium modification period? What are the budget codes? (Accountant-provided)	<p>The Criminal Justice Assistance Fund was established in 2007 for “criminal justice purposes” wherein the City’s share of the County’s imposed criminal justice sales tax is deposited. Originally, the only budgeted expenditure was the City’s share of the County’s jail operational costs. Over time, other expenditures were budgeted here including PD’s Axon contract and CJS’ electronic monitoring. However, the 2021 “fiscal flexibility” bill that temporarily allowed homelessness costs to be spent from this revenue source, is what used up the most fund balance.</p> <p>Also, over time, the operational costs of running the County jail have increased significantly as has the City’s proportional share. In 2025, this fund’s cash balance has reached insolvency wherein the sales tax collected is not enough to pay the monthly allocated bill from the County. The Criminal Justice Assistance Fund needs an influx of funding to survive 2025, let alone future years.</p> <p>\$2.0M from 0680-11150-21250-51001 to 1910-18300-23600-54261</p> <p>Secondly, while identifying favorable PD variance, it was discovered that PD needs to true-up their Extra Duty budget to better align with 2025 actuals.</p> <p>\$1.2M to 0680-11350-21250-34210 \$1.2M to 0680-11350-21250-51240</p> <p>Finally, PD is requesting to use some of their Community Safety Sales Tax funds to procure 4 motorcycles and 1 passenger vehicle to upgrade the existing fleet. A budget transfer of this nature must be done via SBO per the SMC.</p> <p>-\$356,000 0680-11120-21700-51001 -\$100,000 0680-11120-21700-52110 \$456,000 0680-11120-94210-56404</p>
Fiscal Impact Revenue: <u>3,200,000</u> Appropriation: <u>3,200,000</u>	

Funding Source ☒ One-time ☐ Recurring

Specify funding source: Reallocation

Is this funding source sustainable for future years, months, etc? The General Fund will have to partially fund the Criminal Justice Assistance Fund for the foreseeable future as jail costs have outpaced sales tax revenue.

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

Other budget impacts: (FTE related?)

Return to budget@spokanecity.org and allow up to one week for drafting.

ORDINANCE NO C36756

AMENDING ORDINANCE NO. C36626, ENTITLED IN PART, "AN ORDINANCE ADOPTING A BIENNIAL BUDGET FOR THE CITY OF SPOKANE", AND AMENDING IT TO RESOLVE THE INSOLVENCY IN THE CRIMINAL JUSTICE ASSISTANCE FUND, AND DECLARING AN EMERGENCY.

WHEREAS, subsequent to the adoption of the biennial budget Ordinance No. C36626, as above entitled in part, and which passed the City Council December 9, 2024, it is necessary to make changes in the appropriations of the General Fund and the Criminal Justice Assistance Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days;

NOW, THEREFORE, the City Council of Spokane does ordain:

Section 1. That in the budget of the General Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Decrease appropriation by \$2,456,000.
 - A) Of the decreased appropriation, \$2,356,000 is removed solely from base wages in the Police department.
 - B) Of the decreased appropriation, \$100,000 is removed solely from social security in the Police department.
- 2) Increase revenue by \$1,200,000.
 - A) Of the increased revenue, \$1,200,000 is provided solely for law enforcement services in the Police department for extra duty assignments.
- 3) Increase appropriation by \$3,656,000.
 - A) Of the increased appropriation, \$2,000,000 is provided solely for an operating transfer-out to the Criminal Justice Assistance Fund.
 - B) Of the increased appropriation, \$1,200,000 is provided solely for extra duty in the Police department.
 - C) Of the increased appropriation, \$456,000 is provided solely for vehicles in the Police department.

Section 2. That in the budget of the Criminal Justice Assistance Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase revenue by \$2,000,000.
 - A) Of the increased revenue, \$2,000,000 is provided solely for an operating transfer-in from the General Fund.
- 2) Increase appropriation by \$2,000,000.
 - A) Of the increased appropriation, \$2,000,000 is provided solely for the City's share of Spokane County jail cost.

Section 3. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to resolve the insolvency in the Criminal Justice Assistance Fund, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 08/25/2025**Committee Agenda type:** Discussion**Date Rec'd**

8/20/2025

Clerk's File #

ORD C36757

Cross Ref #**Project #****Council Meeting Date:** 09/22/2025**Submitting Dept**

FINANCE, TREASURY & ADMIN

Bid #**Contact Name/Phone**

MATT BOSTON 625-6585

Requisition #**Contact E-Mail**

MBOSTON@SPOKANECITY.ORG

Agenda Item Type

Special Budget Ordinance

Council Sponsor(s)

PDILLON MCATHCART

Sponsoring at Administrators Request

NO

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

SPECIAL BUDGET ORDINANCE – REPROGRAPHICS FUNDING

Agenda Wording

AMENDING ORDINANCE NO. C36626, ENTITLED IN PART, "AN ORDINANCE ADOPTING A BIENNIAL BUDGET FOR THE CITY OF SPOKANE", AND AMENDING IT TO ESTABLISH A BUDGET FOR REPROGRAPHICS COSTS, AND DECLARING AN EMERGENCY.

Summary (Background)

The Reprographics department was removed from the 2025-26 budget during budget development. Reprographics services have not yet ramped down operations, so the City has been incurring expenses without appropriate budget. This SBO is to make department budgets whole for the expenditures that have been and will be made.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

N/A

Fiscal Impact			
Approved in Current Year Budget? NO			
Total Cost		\$ 495,277	
Current Year Cost		\$ 495,277	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
Amount		Budget Account	
Expense	\$ 495,277	#	Various
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		One-Time	
Funding Source Type		Reserves	
Is this funding source sustainable for future years, months, etc?			
Expense Occurrence		One-Time	
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
<u>Dept Head</u>	STRATTON, JESSICA	<u>MANAGEMENT &</u>	STRATTON, JESSICA
<u>Division Director</u>	BOSTON, MATTHEW		
<u>Accounting Manager</u>	SCHMITT, KEVIN		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			

SBO Request

Finance & Administration Committee

Committee Date	August 25, 2025
Submitting Department	Finance
Fund to Receive Budget (if different from submitting dept)	Citywide – mostly IT and Reprographics
Contact Name	Matt Boston
Select Agenda Item Type	<input checked="" type="checkbox"/> Discussion Time Requested: 5min
Agenda Item Name	Special Budget Ordinance – Reprographics Funding
Grant Item	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, this SBO should be submitted to the same agenda as the acceptance.
Why is this budget adjustment urgent and can't wait until the mid-biennium modification period? What are the budget codes? (Accountant-provided)	<p>The Reprographics department was removed from the 2025-26 budget during budget development. Reprographics services have not yet ramped down operations, so the City has been incurring expenses without appropriate budget. This SBO is to make department budgets whole for the expenditures that have been and will be made.</p> <p>Budget codes on file in the Budget Office</p>
Fiscal Impact Revenue: <u>\$227,936</u> Appropriation: <u>\$495,277</u> Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Reserves Is this funding source sustainable for future years, months, etc? This is a one-time SBO to establish the last budget for the Repro dept. Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Other budget impacts: (FTE related?) Not FTE related.	

Return to budget@spokanecity.org and allow up to one week for drafting.

ORDINANCE NO C36757

AMENDING ORDINANCE NO. C36626, ENTITLED IN PART, "AN ORDINANCE ADOPTING A BIENNIAL BUDGET FOR THE CITY OF SPOKANE", AND AMENDING IT TO ESTABLISH A BUDGET FOR REPROGRAPHICS COSTS, AND DECLARING AN EMERGENCY.

WHEREAS, subsequent to the adoption of the biennial budget Ordinance No. C36626, as above entitled in part, and which passed the City Council December 9, 2024, it is necessary to make changes in the appropriations of the various Funds listed below, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days;

NOW, THEREFORE, the City Council of Spokane does ordain:

Section 1. That in the budget of the General Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase appropriation by \$62,416.
 - A) Of the increased appropriation, \$5,901 is provided solely for Interfund Reprographics Charges in the Police Ombuds Office.
 - B) Of the increased appropriation, \$629 is provided solely for Interfund Reprographics Charges in the Civil Service department.
 - C) Of the increased appropriation, \$1,700 is provided solely for Interfund Reprographics Charges in the City Clerk's Office.
 - D) Of the increased appropriation, \$1,882 is provided solely for Interfund Reprographics Charges in the City Council's Office.
 - E) Of the increased appropriation, \$2,230 is provided solely for Interfund Reprographics Charges in the Engineering Services department.
 - F) Of the increased appropriation, \$526 is provided solely for Interfund Reprographics Charges in the Finance department.
 - G) Of the increased appropriation, \$3,384 is provided solely for Interfund Reprographics Charges in the Neighborhood, Housing, and Human Services department.
 - H) Of the increased appropriation, \$3 is provided solely for Interfund Reprographics Charges in the Legal department.
 - I) Of the increased appropriation, \$1,445 is provided solely for Interfund Reprographics Charges in the Mayor's Office.
 - J) Of the increased appropriation, \$1,897 is provided solely for Interfund Reprographics Charges in the Office of Neighborhood Services.
 - K) Of the increased appropriation, \$2,905 is provided solely for Interfund Reprographics Charges in the Municipal Court department.
 - L) Of the increased appropriation, \$267 is provided solely for Interfund Reprographics Charges in the Hearing Examiner's Office.
 - M) Of the increased appropriation, \$536 is provided solely for Interfund Reprographics Charges in the Human Resources department.
 - N) Of the increased appropriation, \$773 is provided solely for Interfund Reprographics Charges in the Planning department.
 - O) Of the increased appropriation, \$38,338 is provided solely for Interfund Reprographics Charges in the Police department.

Section 2. That in the budget of the Street Maintenance Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase appropriation by \$715.
 - A) Of the increased appropriation, \$715 is provided solely for Interfund Reprographics Charges.

Section 3. That in the budget of the Code Enforcement Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase appropriation by \$400.
- A) Of the increased appropriation, \$400 is provided solely for Interfund Reprographics Charges.

Section 4. That in the budget of the Park Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase appropriation by \$10,312.
- A) Of the increased appropriation, \$10,312 is provided solely for Interfund Reprographics Charges.

Section 5. That in the budget of the Parking System Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase appropriation by \$4,116.
- A) Of the increased appropriation, \$4,116 is provided solely for Interfund Reprographics Charges.

Section 6. That in the budget of the Emergency Medical Services (Fire) Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase appropriation by \$8,928.
- A) Of the increased appropriation, \$8,928 is provided solely for Interfund Reprographics Charges.

Section 7. That in the budget of the Water – Wastewater Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase appropriation by \$40,452.
- A) Of the increased appropriation, \$37,955 is provided solely for Interfund Reprographics Charges in the Water department.
- B) Of the increased appropriation, \$2,230 is provided solely for Interfund Reprographics Charges in the Sewer department.
- C) Of the increased appropriation, \$267 is provided solely for Interfund Reprographics Charges in the Riverside Park Wastewater Reclamation Facility department.

Section 8. That in the budget of the Solid Waste Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase appropriation by \$35,012.
- A) Of the increased appropriation, \$676 is provided solely for Interfund Reprographics Charges in the Solid Waste Disposal department.
- B) Of the increased appropriation, \$34,336 is provided solely for Interfund Reprographics Charges in the Solid Waste Collections department.

Section 9. That in the budget of the Building Services (DSC) Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase appropriation by \$1,437.
- A) Of the increased appropriation, \$1,437 is provided solely for Interfund Reprographics Charges.

Section 10. That in the budget of the Fleet Services Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase appropriation by \$430.
- A) Of the increased appropriation, \$430 is provided solely for Interfund Reprographics Charges.

Section 11. That in the budget of the Utility Billing Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase appropriation by \$38,380.
- A) Of the increased appropriation, \$38,380 is provided solely for Interfund Reprographics Charges.

Section 12. That in the budget of the Accounting Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase appropriation by \$5,167.
- A) Of the increased appropriation, \$5,167 is provided solely for Interfund Reprographics Charges.

Section 13. That in the budget of the Worker's Compensation Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase appropriation by \$447.
- A) Of the increased appropriation, \$447 is provided solely for Interfund Reprographics Charges.

Section 14. That in the budget of the Employee Benefits Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase appropriation by \$4,622.
- A) Of the increased appropriation, \$4,622 is provided solely for Interfund Reprographics Charges.

Section 15. That in the budget of the Facilities Management Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase appropriation by \$102.
- A) Of the increased appropriation, \$102 is provided solely for Interfund Reprographics Charges.

Section 16. That in the budget of the Management Information Services Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase appropriation by \$72,372.
- A) Of the increased appropriation, \$10,000 is provided solely for Interfund Financial Services.
- B) Of the increased appropriation, \$10,000 is provided solely for Noncapitalized Software.
- C) Of the increased appropriation, \$11,000 is provided solely for Operating Supplies.
- D) Of the increased appropriation, \$41,372 is provided solely for Operating Rentals and Leases.

Section 17. That in the budget of the Reprographics Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase revenue by \$212,936.
- A) Of the increased revenue, \$212,936 is provided solely for Interfund Reprographics.
- 2) Increase appropriation by \$209,969.
- A) Of the increased appropriation, \$107,415 is provided for employee wages and benefits.
- B) Of the increased appropriation, \$5,000 is provided solely for Interfund Financial Services.
- C) Of the increased appropriation, \$3,000 is provided solely for Equipment Repair/Maint.
- D) Of the increased appropriation, \$1,000 is provided solely for Laundry/Janitorial Services.
- E) Of the increased appropriation, \$18,010 is provided solely for Operating Supplies.
- F) Of the increased appropriation, \$75,544 is provided solely for Operating Rentals and Leases.

Section 18. That in the budget of the Accounting Services Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase revenue by \$15,000.
- B) Of the increased revenue, \$15,000 is provided solely for Interfund Financial Services.

Section 19. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to establish a budget for Reprographics charges, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 08/25/2025

Committee Agenda type: Discussion

Date Rec'd

8/20/2025

Clerk's File #

ORD C36758

Cross Ref #

Project #

Council Meeting Date: 09/22/2025

Submitting Dept

FINANCE, TREASURY & ADMIN

Bid #

Contact Name/Phone

JESSICA 625-6585

Requisition #

Contact E-Mail

JSTRATTON@SPOKANECITY.ORG

Agenda Item Type

Special Budget Ordinance

Council Sponsor(s)

PDILLON MCATHCART

Sponsoring at Administrators Request

NO

Lease? NO

Grant Related? NO

Public Works? NO

Agenda Item Name

SPECIAL BUDGET ORDINANCE – INSURANCE FUNDS CLAIMS

Agenda Wording

AMENDING ORDINANCE NO. C36626, ENTITLED IN PART, "AN ORDINANCE ADOPTING A BIENNIAL BUDGET FOR THE CITY OF SPOKANE", AND AMENDING IT TO INCREASE BUDGET TO ACCOUNT FOR INCREASED CLAIMS EXPERIENCE, AND DECLARING AN EMERGENCY.

Summary (Background)

In order to efficiently and quickly pay claimants, Risk, Worker's Compensation, and Unemployment all need additional claims budget. All of these funds have experienced higher than anticipated claims experience in 2025 and have gone through their budgets at a quicker pace than anticipated. Most claims through these funds are mandated to be paid within a certain timeframe, so delaying payment could cause additional financial hardship on the City by way of penalties or litigation. Unemployment claims are higher due to layoffs, increased worker's compensation claims are a combination of more claims and higher medical costs, while increased risk claims are due to litigation.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

N/A

Fiscal Impact			
Approved in Current Year Budget? NO			
Total Cost		\$ 1,550,000	
Current Year Cost		\$ 1,550,000	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
Amount		Budget Account	
Expense	\$ 500,000	#	5800-78100-19000-54601
Expense	\$ 800,000	#	5810-78500-17680-54601
Expense	\$ 250,000	#	5820-78600-17780-54601
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		One-Time	
Funding Source Type		Reserves	
Is this funding source sustainable for future years, months, etc?			
No, this is a one time reserve pull due to higher than anticipated claims experience in 2025. These funds' 2026 cost allocations to other funds have been increased as necessary.			
Expense Occurrence		Recurring	
Other budget impacts (revenue generating, match requirements, etc.)			
Insurance claims are recurring			
Approvals		Additional Approvals	
<u>Dept Head</u>	STRATTON, JESSICA	<u>MANAGEMENT &</u>	STRATTON, JESSICA
<u>Division Director</u>	BOSTON, MATTHEW		
<u>Accounting Manager</u>	SCHMITT, KEVIN		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			

SBO Request

Finance & Administration Committee

Committee Date	8/25/2025
Submitting Department	Dept of Mgmt & Budget
Fund to Receive Budget (if different from submitting dept)	5800 - Risk, 5810 – Worker’s Comp, and 5820 Unemployment
Contact Name	Jessica Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Discussion Time Requested: 10min
Agenda Item Name	Special Budget Ordinance – Insurance Funds Claims
Grant Item	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, this SBO should be submitted to the same agenda as the acceptance.
Why is this budget adjustment urgent and can’t wait until the mid-biennium modification period? What are the budget codes? (Accountant-provided)	<p>In order to efficiently and quickly pay claimants, Risk, Worker’s Compensation, and Unemployment all need additional claims budget. All of these funds have experienced higher than anticipated claims experience in 2025 and have gone through their budgets at a quicker pace than anticipated. Most claims through these funds are mandated to be paid within a certain timeframe, so delaying payment could cause additional financial hardship on the City by way of penalties or litigation.</p> <p>Unemployment claims are higher due to layoffs, increased worker’s compensation claims are a combination of more claims and higher medical costs, while increased risk claims are due to litigation.</p> <p>5800-78100-19000-54601-99999 - \$500,000 5810-78500-17680-54601-99999 - \$800,000 5820-78600-17780-54601-99999 - \$250,000</p>
Fiscal Impact Revenue: <u>\$0</u> Appropriation: <u>\$1,550,000</u> Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Reserves Is this funding source sustainable for future years, months, etc? No, this is a one time reserve pull due to higher than anticipated claims experience in 2025. These funds’ 2026 cost allocations to other funds have been increased as necessary. Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Other budget impacts: (FTE related?)	

Return to budget@spokanecity.org and allow up to one week for drafting.

ORDINANCE NO C36758

AMENDING ORDINANCE NO. C36626, ENTITLED IN PART, "AN ORDINANCE ADOPTING A BIENNIAL BUDGET FOR THE CITY OF SPOKANE", AND AMENDING IT TO INCREASE BUDGET TO ACCOUNT FOR INCREASED CLAIMS EXPERIENCE, AND DECLARING AN EMERGENCY.

WHEREAS, subsequent to the adoption of the biennial budget Ordinance No. C36626, as above entitled in part, and which passed the City Council December 9, 2024, it is necessary to make changes in the appropriations of the Risk Management, Worker's Compensation, and Unemployment Compensation Funds, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days;

NOW, THEREFORE, the City Council of Spokane does ordain:

Section 1. That in the budget of the Risk Management Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase appropriation by \$500,000.
- A) Of the increased appropriation, \$500,000 is provided solely for insurance claims.

Section 2. That in the budget of the Worker's Compensation Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase appropriation by \$800,000.
- A) Of the increased appropriation, \$800,000 is provided solely for insurance claims.

Section 3. That in the budget of the Unemployment Compensation Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase appropriation by \$250,000.
- A) Of the increased appropriation, \$250,000 is provided solely for insurance claims.

Section 4. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from need to increase budget to account for increased claims experience, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council:****Committee:** 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>			
<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>			

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:** 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>			
<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>		N/A	
Other budget impacts (revenue generating, match requirements, etc.)			
<u>Approvals</u>		<u>Additional Approvals</u>	
<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		
<u>Distribution List</u>			
		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.

~~((G.))~~ 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:** Discussion**Date Rec'd**

6/24/2025

Clerk's File #

ORD C36735

Cross Ref #

RES 2025-0056

Project #**Council Meeting Date:** 09/22/2025**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 - VACATING A PORTION OF THE ALLEY BETWEEN MAXWELL AND SINTO

Agenda Wording

Vacating a portion of the alley between Maxwell and Sinto, from Elm to Oak

Summary (Background)

Adjacent property owners have applied to vacate the subject alley and City Staff has solicited comments from the various City Departments and franchised private utility companies. Responses are favorable provided that the appropriate easements are reserved.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<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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mnilsson@spokanecity.org		tpalmquist@spokanecity.org	
erivera@spokanecity.org		akiehn@spokanecity.org	
edjohnson@spokanecity.org			

City of Spokane
Development Services Center
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6300

ORDINANCE NO. C36735

An ordinance vacating the east two hundred and fifty feet of the alley between Maxwell Avenue and Sinto Avenue, and between Elm Street and Oak Street

WHEREAS, a petition for the vacation of the east two hundred and fifty feet of the alley between Maxwell Avenue and Sinto Avenue, and between Elm Street and Oak Street 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 the east two hundred and fifty feet of the alley between Maxwell Avenue and Sinto Avenue, and between Elm Street and Oak Street is hereby vacated. Parcel number not assigned. Located in the Northeast Quarter of Section 13, Township 25 North, Range 42 East, Willamette Meridian.

Section 2. An easement is reserved and retained over and through the entire vacated area for the utility services of Avista Utilities, 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: _____



**CITY OF SPOKANE
DEVELOPMENT SERVICES**

808 West Spokane Falls Blvd, Spokane WA 99201-3343
(509) 625-6300 FAX (509) 625-6822

**STREET VACATION REPORT
June 23, 2025**

LOCATION: The alley between Maxwell and Sinto, from Elm to Oak, except the west 50 feet of the alley.

PROPONENT: The Native Project

PURPOSE: To control access and further develop the site

HEARING: August 25, 2025

REPORTS:

UTILITY COMPANIES

AVISTA UTILITIES – Avista has reviewed the proposed street vacation and notes that we maintain electric and gas service to multiple locations throughout the alley, thus access to pole and services is required.

Avista requests the following language be added as a condition of approval:

Property owner(s) shall coordinate with Avista to secure a utility easement for access to electrical services and gas services located in vacated Elm-Sinto Alley. Easement shall be recorded and referenced on final Record of Survey.

COMCAST - We do have fiber and coax in this easement that we would need access to maintain or repair if necessary or would need notification if our services would need to be rerouted.

EXTENET – No comments

FATBEAM FIBER – No comments

INLAND POWER – No comments

INTERMOUNTAIN INFRASTRUCTURE GROUP – No comments

LIGHT SPEED NETWORKS – No comments

LUMEN – Lumen has cable facilities in the proposed city vacation and we would like to retain utility easement rights. These rights should provide for maintenance, construction, and reconstruction as needed.

PORT OF WHITMAN – No comments

TDS TELECOM - No comments

VERIZON/MCI Metro - No comments

PHILLIPS 66 PIPELINE – Phillips 66 does not have utilities within your attached project vicinity.

WHOLESALE NETWORKS – No comments

ZAYO COMMUNICATIONS – No comments

CITY DEPARTMENTS & E911

ADDRESSING - No comments

BICYCLE ADVISORY BOARD – No comments

DEVELOPER SERVICES – CURRENT PLANNING – I don't have any concerns.

DEVELOPER SERVICES - TRAFFIC – No comments

FIRE DEPARTMENT – Fire has no concerns.

INTEGRATED CAPITAL MANAGEMENT – No concerns

NEIGHBORHOOD SERVICES – No comments

PARKS DEPARTMENT - No comments

PLANNING & ECONOMIC DEVELOPMENT – Do you know if solid waste pickup occurs through the alley? Moving their pickup to Maxwell could negatively impact our new bike lanes.

POLICE DEPARTMENT - No comments

SOLID WASTE MANAGEMENT – Solid Waste has no concerns

SPOKANE REGIONAL EMERGENCY COMMUNICATIONS – No comments

STREET DEPARTMENT – Remove ally curb returns, extend curb and sidewalk south

WASTEWATER MANAGEMENT - After discussing Native project and parking lot further with Eldon and others, vacation could be agreed to with provisions:

- Larger (greater of 30' wide or 2 x depth to sewer I.E.) no-build easement will be provided (immediately to south of north alley line)
 - o probable exception on west end near ex. building that will stay with alley-width (e.g. 16ft wide) easement.
- Provision for WWM crews to demo and excavate as needed to maintain, repair, or replace existing VCP sewer and only be responsible to backfill up to subgrade. No restoration of improvements (sidewalk, driveway, HMA pavement, fences, and similar improvements by City, and will be provided by Owner.
 - o Owner would be responsible restoring any other items (than mentioned above) installed over the sewer main.
- Easement draft to be reviewed by WWM engineering prior to completion of vacation process.
- Storm drainage will need to be retained / managed / maintained onsite within the easement area like the adjacent parcels per standards.
- Fences across easement need to be configured for City WWM lock daisy chained on fence to allow 24/7 access by City WWM.
- Easement to be Record with County auditor for all parcels north and south of the alley bordering this area
- WWM would need to review and accept parking lot plans to confirm adequate service and inspection access.

WATER DEPARTMENT – Water has no concerns with this vacation

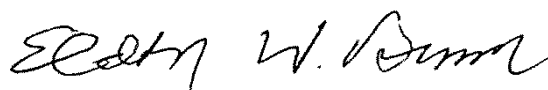
RECOMMENDATION: That the petition be granted and a vacating ordinance be prepared subject to the following conditions:

1. An easement as requested by Lumen, Avista, Comcast, and the City of Spokane shall be retained to protect existing and future utilities. No structures will be allowed in the easement area. Subject to approval by the City Engineer, items that may be allowed in the easement area include sidewalk, driveways, HMA pavement, fences, and other similar improvements. If any of the allowed improvements are constructed, and any of the above-mentioned utility purveyors need to demo and/or excavate to add, maintain, repair, or replace existing facilities, the affected utility purveyor will only be responsible to restore the affected improvements to a condition acceptable to the easement holders. The easement area must be available to easement holders 24/7.

2. An additional 14' of easement, south of the alley, must be provided and recorded to facilitate operation, maintenance, repair, and replacement of the existing sewer main by the City Wastewater Management Division.
 - a. No structures will be allowed in the easement area. Subject to approval by the City Engineer, items that may be allowed in the easement area include sidewalk, driveways, HMA pavement, fences, and other similar improvements. If any of the allowed improvements are constructed and the City Wastewater Management Department needs to demo and/or excavate to add, maintain, repair, or replace the existing sewer, they will only be responsible to backfill to subgrade. The owner(s) will be responsible to restore the affected improvements to a condition acceptable to the Wastewater Management Department.
 - b. The easement area must be available to the City Wastewater Management Department 24/7.
3. Plans for termination and closure of the existing right-of-way must be accepted by the City of Spokane Developer Services Department and must either be completed or bonded for prior to the final reading of the vacation.

This closure work must include the removal of the curb returns on either side and full height curb and sidewalk must be placed across the entrance to the right of way. If access is desired, a driveway approach must be installed at the entrance.
4. All stormwater must be handled onsite.
5. The proponent shall pay to the City of Spokane the assessed valuation for the vacated land as defined by the latest information from the County Assessor's Office. This is calculated to be \$29,600.00 and is to be deposited to Budget Account #3200 49199 99999 39510.
6. That the final reading of the vacation be held in abeyance until all of the above conditions are met and that the above conditions are met by December 1, 2026.


Eldon Brown, P.E.
Principal Engineer – Developer Services



Vacation Map



Right-of-way Description:
The alley between Maxwell Avenue
and Sinto Avenue, From Elm St. to Oak
St. EXCEPT the west 50 feet.

Legend
 Proposed Vacation

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 07/14/2025**Committee Agenda type:** Discussion**Date Rec'd**

7/7/2025

Clerk's File #

ORD C36736

Cross Ref #

RES 2025-0057

Project #**Council Meeting Date:** 09/22/2025**Submitting Dept**

DEVELOPMENT SERVICES CENTER

Bid #**Contact Name/Phone**

ELDON BROWN 625-6305

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 – CEDAR STREET VACATION ORDINANCE

Agenda Wording

Public hearing for the vacation of Cedar Street between Carlisle Ave and Montgomery Ave EXCEPT the extended alley crossing Cedar St.

Summary (Background)

Adjacent property owners have applied to vacate the subject street and City Staff has solicited comments from the various City Departments and franchised private utility companies. After reviewing all comments received, Engineering is recommending against this right-of-way vacation.

What impacts would the proposal have on historically excluded communities?

NA

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

NA

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

NA

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

NA

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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edjohnson@spokanecity.org		akiehn@spokanecity.org	
erivera@spokanecity.org			

City of Spokane
Development Services Center
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6300

ORDINANCE NO. C36736

An ordinance vacating Cedar street between the south line of Carlisle Avenue and the north line of Montgomery Avenue, EXCEPT the extension of the alley through Cedar Street

WHEREAS, a petition for the vacation of Cedar street between the south line of Carlisle Avenue and the north line of Montgomery Avenue, EXCEPT the extension of the alley through Cedar Street 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 Cedar street between the south line of Carlisle Avenue and the north line of Montgomery Avenue, EXCEPT the extension of the alley through Cedar Street and located is hereby vacated. Parcel number not assigned. Portions of this vacation are located in the Southwest Section 07, Township 25 North, Range 43 East, W.M. and the Southeast Quarter of Section 12, Township 25 North, Range 42 East, W.M. and the Northeast Quarter of Section 12, Township 25 North, Range 42 East, W.M., and the Northwest Quarter of Section 07, Township 25 North, Range 43 East, W.M.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

Assistant City Attorney

Mayor

Date: _____

Effective Date: _____



Joe Anderson, Garco Construction
4114 E Broadway Ave.
Spokane, WA 99202

May 23, 2025

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

Dear Mr. Johnson,

Trinity Catholic School has grown over the past few years with their new school and gymnasium and continue to grow with a prospective new Educare facility across the street from the school. With this growth, Trinity has expressed interest in a street vacation of North Cedar Street between West Montgomery Avenue and West Carlisle Avenue, which would provide a variety of benefits to the Trinity Campus as a whole.

The layout of the Trinity Campus is currently separated by Cedar with the School on the West side and the Gymnasium on the East which poses daily challenges and student safety concerns when navigating between the two buildings. The St. Anthony Church and the Rectory that make up the remainder of the Trinity Campus are positioned between the two major school buildings. The proposed new Educare facility is positioned to replace the existing Rectory to further expand upon the educational aspect of the Trinity campus.

The proposed use for the Cedar Street vacation is split up into two parts. With limited space on the current School and Gymnasium lots, this vacation would allow for the northern half of Cedar to become an expanded playground space for the students while also completing the pedestrian connection between the school and gymnasium buildings. This connection would establish a more unified campus experience and provide much safer crossing for students and teachers navigating between the campus buildings. The Northern half of the Cedar Vacation also provides drop-off parking areas for the school and proposed Educare facility.

The proposal for the southern half of the Cedar Street vacation is to be converted into a parking area for the school and new Educare facility. The current parking configuration for the school includes a parking lot at the St. Anthony church and on-street parking along Cedar, Montgomery, and Carlisle. Vacating Cedar would provide staff with a more dedicated off-street parking area to help fulfill parking needs. The alley would remain accessible for local traffic and service vehicles with plans to improve a portion of the alley for school traffic exiting the vacated Cedar parking and drop-off area. New street

BUILDING EXCELLENCE SINCE 1978

 509.535.4688  GARCO.COM

4114 E Broadway Ave., Spokane, WA 99202 | PO Box 2946, Spokane, WA 99220



landscaping improvements are also proposed along Montgomery at the parking lot entrance and along Carlisle where Cedar would be vacated.

While the Cedar Street vacation poses an opportunity for the Trinity Campus to be unified and create a safer environment for students and teachers, there are also factors involved that limit the impact of the street vacation. St. Anthony Catholic Parish currently owns 75% of lots adjacent to Cedar Street at the proposed vacation with a single residential lot occupying the remaining 25% with a Montgomery Avenue address. Access to surrounding houses would be kept intact both from their respective street addresses and from the alley. According to City of Spokane GIS mapping, there are no public utilities running through the proposed vacated section of street except for a sewer under the alley which will remain accessible and intact.

Cedar Street also has an existing unique connection to Northwest Boulevard, one block to the South. There is no standard street connection for Cedar but rather a curb cut into a parking area for a local business which also excludes any street signage or traffic control signage (Exhibit 1). Entering or exiting Cedar from Northwest Boulevard does not appear to be a primary route of travel in and out of the residential neighborhood. While some local residents may use this access point, it's clearly a non-standard intersection whereas nearby roads such as Walnut Street, Montgomery Avenue, Mansfield Avenue, and Adams Street provide standard and controlled street connections with more continuous access to residential lots to the North from the Northwest Boulevard arterial (Exhibits 2,3,4). Those residents that may use the Cedar Street connection at Northwest Boulevard are more likely to be those South of the Trinity Campus and would be mostly unaffected by the street vacation.

In consideration for vacating the section of North Cedar Street between West Montgomery Avenue and West Carlisle Avenue, there is a great opportunity to improve the safety and connectivity for students and staff at the Trinity Catholic School Campus and allow for future growth to further establish a healthy learning environment. There appears to be minimal impact on the surrounding community as all other property owners in proximity retain their street and alley access while some also benefit from improvements to their alley access. There are no impacted utilities and the unique connection to the Northwest Boulevard arterial is laid out in a way where traffic likely opts to use other, more prominent collector streets for residential access to the North side of the Trinity Campus. For these reasons, it is believed there are ample benefits with little to no negative impact on the surrounding community.

Sincerely,

Joe Anderson

Joe Anderson, Garco Construction

Supplemental Exhibits:



Exhibit 1: Northwest Boulevard at Cedar Street



Exhibit 2: Northwest Boulevard at Walnut and Montgomery



Exhibit 3: Northwest Boulevard at Mansfield



Exhibit 4: Northwest Boulevard at Adams

L:\ACAD RVT\Trinity Catholic School\4 - 2023 Rectory Remodel\0 - Revit\0 - Proposal Model\Trinity Catholic School Daycare - Proposal Model 1-1.rvt



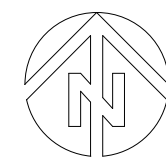
TRINITY CAMPUS AREAS:
SCHOOL SITE: 23,910 S.F.
GYMNASIUM SITE: 41,236 S.F.
EDUCARE SITE: 10,800 S.F.

TOTAL LAND AREA: 75,946 S.F.

TRINITY BUILDING AREAS:
SCHOOL: 22,926 S.F.
GYMNASIUM: 9,322 S.F.
CHURCH: 6,670 S.F.
EDUCARE: 5,775 S.F.

TOTAL BUILDING FOOTPRINT AREA: 44,693 S.F.

BUILDING COVERAGE PERCENTAGE:
ALLOWED: 65%
ACTUAL: 59%



Trinity Campus Site Plan

1" = 20'-0"

TRINITY SCHOOL PARKING SPACES:
CLASSROOM REQUIREMENTS:
10 CLASSROOMS x ONE STALL / CLASSROOM = 10 SPACES

EDUCARE REQUIREMENTS:
1,808 S.F. EDUCARE AREA = 1 STALL / 500 S.F. = 4 SPACES

TOTAL SPACES REQUIRED: 14 SPACES
TOTAL SPACES PROVIDED: 16 SPACES (CARLISLE ST.)

PARISH, PLAYGROUND, & GYM CAMPUS PARKING SPACES:
PARISH PARKING REQUIREMENTS:
1,976 S.F. PARISH = 1 STALL PER 100 S.F. = 20 SPACES

GYM PARKING REQUIREMENTS:
6,889 GYM AREA / 330 S.F. PER STALL = 21 SPACES

TOTAL SPACES REQUIRED = 21 SPACES
PARISH AND GYM PARKING SHARED (BUILDINGS NOT USED AT SAME TIME)

TOTAL PAVED PARKING SPACES PROVIDED = 24 SPACES (PARISH)
STREET PARKING PROVIDED (MONTGOMERY) = 11 PARALLEL STALLS
TOTAL PARKING PROVIDED = 35 SPACES

NEW EDUCARE FACILITY (2025) PARKING SPACES:
DAYCARE = ONE STALL PER 500 S.F. (5,775/500) = 12 SPACES
(VACATED CEDAR ST) TOTAL SPACES PROVIDED = 16 SPACES

CAMPUS PARKING REQUIRED: 47 SPACES

CAMPUS PARKING PROVIDED: 67 SPACES

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PROPOSAL - NOT FOR CONSTRUCTION

SHEET TITLE: Trinity Campus Site Plan
PROJECT: TRINITY EDUCARE
2320 N. CEDAR ST
SPOKANE, WA 99205

GARCO CONSTRUCTION
SPOKANE, WASHINGTON EAST 4114 BROADWAY
99202 (509) 535-4688

DRAWN BY: J.L.A. CHECKED BY: --
ARCHITECT / ENGINEER: Jason McDonald
DATE: May 23, 2025 JOB NUMBER: Prop 1-0

REVISIONS:

STAMP:



**CITY OF SPOKANE
DEVELOPMENT SERVICES**

808 West Spokane Falls Blvd, Spokane WA 99201-3343
(509) 625-6300 FAX (509) 625-6822

STREET VACATION REPORT
August 5, 2025

LOCATION: Cedar between Carlisle and Montgomery.
PROPONENT: Trinity Catholic School
PURPOSE: Consolidate property for future development
HEARING: September 22, 2025
REPORTS:

PRIVATE UTILITY COMPANIES

AVISTA UTILITIES – Our utilities are in the alley and if that is to remain public R/W then Avista has no comments

COMCAST - No comments

EXTENET – No comments

FATBEAM FIBER – No comments

INLAND POWER – No comments

INTERMOUNTAIN INFRASTRUCTURE GROUP – No comments

LIGHT SPEED NETWORKS – No comments

LUMEN – Lumen does not have any facilities in the proposed vacate area. We are good to proceed.

PHILLIPS 66 PIPELINE – Phillips 66 does not have any utilities within your project vicinity.

PORT OF WHITMAN – No comments

TDS TELECOM - No comments

VERIZON/MCI Metro - No comments

WHOLESALE NETWORKS – No comments

ZAYO COMMUNICATIONS – No comments

CITY DEPARTMENTS & E911

ADDRESSING - No comments

BICYCLE ADVISORY BOARD – The Bicycle Advisory Board voted unanimously to recommend the proposed vacation of right-of-way adjacent to the Trinity Catholic School not be approved by City Council. The Board determined that the proposed vacation would result in the permanent hindrance of access for people walking and biking. The right-of-way in question provides existing or potential connectivity for non-motorized users. Its removal would compromise the integrity of the active transportation network and conflict with the City's goals of promoting safe, equitable, and accessible multimodal transportation.

DEVELOPER SERVICES – CURRENT PLANNING – No comments

DEVELOPER SERVICES - TRAFFIC – No comments

DIRECTOR OF TRANSPORTATION & SUSTAINABILITY COMMITTEE

- The proposed vacation of Cedar does not align well with state policies prioritizing active transportation, user safety, equitable multimodal access and opportunity, and reduced greenhouse gas emissions.

Relevant plans and policies include the Washington Active Transportation Plan, the Washington Transportation Plan, the Washington Strategic Highway Safety Plan, and Target Zero.

1. Longer block lengths are associated with increases in pedestrian-involved crashes.
 - a. Block Length (linear feet, LF)
 - i. Walnut St to Cedar St: 380 LF - 400 LF (existing)
 - ii. Cedar St to Jefferson St: ~ 640 LF (existing)
 - iii. Walnut St to Jefferson St: ~ 1060 LF (proposed)
 - iv. Adjacent block lengths range from ~ 280 LF to ~ 400 LF
 - b. Vacation of Cedar could increase vehicular and pedestrian travel distance and time around the proposed vacated section of Cedar and the existing vacation on Adams from 80%-238%.
2. Vacation of N Cedar St may require redesign and reconfiguration/reconstruction of the intersection of Cedar St and Montgomery Ave. The traffic circle was installed in 2014 as part of the Traffic Calming Program.
3. 10% of census tract 530630020005 (W of N Cedar St) already does not have access to a vehicle. Reduced pedestrian connectivity could disproportionately impact this community.
4. Residences in the area bounded by W Northwest Blvd to the southwest, Montgomery Avenue to the north, and Monroe St to the east are already significantly impacted by high volume, high speed arterials resulting in limited pedestrian connectivity to adjacent

neighborhoods. Vacation of Cedar would further exacerbate isolation of these neighbors.

FIRE DEPARTMENT – Our only concern is the mini roundabout at Montgomery and Cedar. It either needs to be removed, or part of the proposed vacation modified to accommodate vehicles around the north of the roundabout.

INTEGRATED CAPITAL MANAGEMENT – No comments

NEIGHBORHOOD SERVICES – No comments

PARKS DEPARTMENT - No comments

PLANNING & ECONOMIC DEVELOPMENT – The Planning department has significant objections to the proposed vacation for the following reasons:

1. N Adams St between Montgomery Ave and Carlisle Ave is already interrupted between these two blocks, which has reduced connectivity in the road network. Vacation of N Cedar St as proposed would exacerbate this by creating a long, continuous block with no north-south through access.
2. The proposed vacation is counter to Comprehensive Plan policy TR2, which directs the City to "maintain an interconnected system of facilities that allows travel on multiple routes by multiple modes".
3. The proposed vacation would work against city policies and goals in support of street safety, accessibility, and rates of multimodal travel. There is a demonstrated positive relationship between street interconnectivity and street safety and accessibility. Relevant adopted policies include the Vision Zero Resolution, the Janet Mann Safe Streets Executive Order, and Janet Mann Safe Streets Now Resolution. (Additional materials attached.)
4. The proposed vacation would work against the city's goals for economic development. Homes in highly-walkable, gridded neighborhoods maintain a price premium of 40 to 100 percent. Maintaining the integrity of the street grid in walkable neighborhoods is a critical and low-cost step in preserving the value of existing neighborhoods and building the kinds of walkable neighborhoods that are envisioned by the Comprehensive Plan.
5. A traffic circle was installed at the intersection of W Montgomery Ave and N Cedar St through the Traffic Calming program, which indicates this is a desirable route through the neighborhood. Vacating the street without preserving non-motorized access would conflict with the purpose of the City's investment in the traffic calming project.

Many of these concerns may be reduced if a permanent easement allowing for unrestricted public use for people walking and biking were secured as part of the vacation. As proposed, it does not appear this would be compatible with the adjacent property owner's plans.

POLICE DEPARTMENT - No comments

SOLID WASTE MANAGEMENT – There will be conflict with traffic in the alley, as collection vehicles must use the alley during collection. Collection vehicles will need to travel west from Adams. St.

SPOKANE REGIONAL EMERGENCY COMMUNICATIONS – No comments

1. **STREET DEPARTMENT** – Add curb ramps to Montgomery and Cedar.
2. Show an autoturn run of an SU-30 to navigate the traffic circle while avoiding the driveway and curbing from the vacated Cedar improvements.
3. On Street parking not allowed within intersection of Carlisle and Cedar.
4. Alley should remain public ROW.
5. Install City standard driveway at Montgomery (ramps would not be needed).
6. On street marked parking not allowed.

WASTEWATER MANAGEMENT - Currently storm water from the alley west of Cedar and the entirety of Cedar from Montgomery to Carlisle runs north and is handled by the catch basins on the southwest and southeast corners of Cedar and Carlisle. This proposal blocks that drainage to the north. It also introduces a situation where the stormwater from the south half of the vacated area would drain into the alley which is to remain public right of way. This is not allowed since stormwater from private property must be maintained and treated on that private property. This proposal does not address the stormwater drainage.

If that drainage issue is addressed in a manner we think is appropriate, and the vacation request resubmitted, we could revisit the possible vacation.

In that case, we would stipulate that at the very least future approval would require the following:

- The catch basins at Cedar and Carlisle (southwest and southeast corners) would need to be moved to the new curb line.
- The catch basin on the northwest corner of Montgomery and Cedar would likewise need to be moved to the new curb line/bump out.
- Sanitary manholes at Cedar and Adams in the alley right of way where new paving is done would need to be adjusted to the new paving elevation.
- As stated above all stormwater in the vacated area would need to be maintained and treated on site.

WATER DEPARTMENT – We have no concerns

RECOMMENDATION: The proposed vacation would eliminate a connective link in the transportation, bicycle, and pedestrian network in this area and is not recommended for approval.

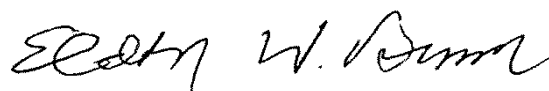
If approved, recommended conditions of approval are as follows:

1. Plans for termination and closure of the existing right-of-way must be prepared by a licensed Civil Engineer and accepted by the City of Spokane Development Services Department prior to construction. This work must either be completed or bonded for prior to the final reading of the vacation ordinance.

The closure work must include the removal of the curb returns on either side and driveway approaches must be placed across the entrances to the right-of-way. Stormwater must be addressed which will require the relocation of the existing storm structures on either end of the vacation area. Movements regarding the traffic circle would need to be addressed. Any street name signs must be returned to the Street Department.

2. The proponent shall pay to the City of Spokane the assessed valuation for the vacated land as defined by the latest information from the County Assessor's Office. This is calculated to be \$115,077.94 and is to be deposited to Budget Account #3200 49199 99999 39510.
3. That the final reading of the vacation be held in abeyance until all of the above conditions are met and that the above conditions are met by December 1, 2026.


Eldon Brown, P.E.
Principal Engineer – Developer Services





**Right-of-way Description:
Cedar Street between Carlisle and
Montgomery EXCEPT the portion
of the extended alley crossing Cedar St.**

Legend

 Proposed Vacation

THIS IS NOT A LEGAL DOCUMENT.
The information shown on this map is compiled
from various sources and is subject to constant
revision. Information shown on this map should
not be used to determine the location of facilities
in relationship to property lines, section lines,
streets, etc.

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 08/25/2025**Committee Agenda type:** Discussion**Date Rec'd**

8/20/2025

Clerk's File #

ORD C36752

Cross Ref #**Project #****Council Meeting Date:** 09/22/2025**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 MCATHCART

Sponsoring at Administrators Request

NO

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

AN ORDINANCE CONCERNING ADOPTION OF PUBLIC RULES BY THE CITY OF

Agenda Wording

An ordinance concerning adoption of public rules by the City of Spokane and creating new Chapters 3.14, 10.21, 12.14, 15.07, and 18.12 of the Spokane Municipal Code, amending sections of Titles 1, 3, 4, 8, 10, 12, 13 and 16A of the Spokane Municipal Code, and adding new section 03.07.350 to the Spokane Municipal Code

Summary (Background)

The City's administrative policy for drafting policies and procedures (Admin 0325-18-1) includes provisions for public rules. They are defined as: "[...]any department order, directive or regulation of general applicability, and (1) the violation of which subjects a person to a penalty; or (2) which subject a person to a payment of a fee; or (3) which establish, alter, or revoke any procedure, practice or requirement relating to departmental hearings; or (4) which establish, alter, or revoke any qualifications or standards for the issuance, suspension or revocation of licenses to pursue any commercial activity, trade or profession as may be otherwise defined by the Spokane Municipal Code[.]" The same administrative policy briefly described the adoption process for public rules, and implies that the City Council will approve public rules but does not actually require it. In addition, this policy does not set forth any specific requirements for public comment other than the simple requirement to solicit it and possibly hold a public hearing. There is no general provision in the municipal code authorizing each City department to develop public rules for their operations. Various rule-making authorizations scattered throughout the municipal code. The authorizing language can vary with each provision of the code. The concept of a "public rule" is essentially a creation of administrative policy. The City's website lists eight public rules, most concerning utility rates. A search of the Clerk's records under the phrase "public rule" is more helpful, and produces 65 records and shows 10 associated Council resolutions, most of them related to user fees for water, sewer and GFC charges. However, it is not easy to determine the actual number of rules of general application to the public because not all rules are styled as "public rules." An ordinance relating to rulemaking would standardize the process for public rules, ensure consistent use of the term "public rule," and remove any mystery about which "public" rules actually exist. The premise behind this ordinance is that legislation is the province of the City Council under Section 5 of the City Charter,

and that no regulation applicable to the general public should be adopted without authorization from the City Council and without some form of council oversight. The basic elements of the ordinance are:

- Provides to City Departments Authorization to Enact Public Rules of General Applicability. The ordinance refines and codifies the definition of public rules and applies it to each City department. If departments intend a rule to be enforceable against the general public, it must identify it as a public rule and adopt it via the prescribed process.
- Establishes Clear Procedures For Public Input Before Public Rules Become Final And Effective. Under this ordinance, proposed public rules first must be published, a notice given to the public, and the proposed rule placed on the City Council agenda in the same fashion as ordinance and resolutions. At the council level the proposed rule is either approved by the council, rejected and returned to the originating department for further revisions, or deferred for later council action. Once approved, the public rule is filed with the City Clerk is to maintain a separate repository of public rules and is directed to establish a system for easy identification and retrieval for the general public.
- Retains Administrative Control Of Strictly Internal Procedures And Exempt Independent Officers And Agencies. The draft ordinance does not regulate rulemaking for purely internal matters, such as those rules related to personnel, collective bargaining, municipal court, or hearing examiner issuances.
- Includes Provisions For Emergency Rules. The ordinance introduces a procedure allowing emergency rulemaking, whereby emergency rules become effective immediately, but must eventually receive Council review.
- Addresses Existing Public Rules. As currently drafted, the ordinance permits any existing public rule approved by council resolution within 90 days prior to the effective date of the ordinance to remain in effect for one year. All other existing public rules adopted or modified prior to the effective date of this ordinance may be enforced for ninety (90) days after the effective date of the ordinance without council review, so long as public notice and council review has been initiated as provided in Section 3.14.030 and is pending during such enforcement period. Any public rule not reviewed by the City Council within ninety (90) days of the effective date of this ordinance, or for which review has not been initiated, shall be null and void, except as to any pending case or controversy under such rule.

What impacts would the proposal have on historically excluded communities?

No impacts specific to historically excluded communities, but like all residents of the city, members of historically excluded communities will benefit from a public rule process that is uniform and transparent.

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?

There is no plan to collect data on the effect of the ordinance.

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

There is no plan to collect data on the effect of the ordinance.

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

The proposal aligns with the legislative powers of the City Council under the City Charter, as well as state law with respect to public records.

Council Subcommittee Review

Not applicable

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

Some fiscal impact is assumed while departments review their existing rules and determine whether any rules must be revised and approved by city council consistent with the new provisions for public rules. That impact has not been quantified.

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			

ORDINANCE NO. C36752

An ordinance concerning adoption of public rules by the City of Spokane and creating new Chapters 3.14, 10.21, 12.14, 15.07, and 18.12 of the Spokane Municipal Code, amending sections of Titles 1, 3, 4, 8, 10, 12, 13 and 16A of the Spokane Municipal Code, and adding new section 03.07.350 to the Spokane Municipal Code.

WHEREAS, pursuant to Section 25 of the Spokane City Charter, the city council has the authority to create administrative departments of the City and to define the “rights, powers, and duties of the departments” by ordinance; and

WHEREAS, the operation of the various City departments, and their compliance with various budgeting, financial, procurement, and other requirements set forth in federal, state, and local laws and regulations, depends on the ability of each department to promulgate internal policies and procedures; and

WHEREAS, the operation of the various City departments, and their compliance with various budgeting, financial, procurement, and other requirements set forth in federal, state, and local laws and regulations, also depends on the ability of each department to promulgate rules of general applicability that apply to members of the public; and

WHEREAS, Washington’s Public Records Act (RCW 42.56.040) requires that municipalities publish “[s]ubstantive rules of general applicability adopted as authorized by law, and statements of general policy or interpretations of general applicability,” and further provides that such policies may not be enforced against the general public unless properly published; and

WHEREAS, the Public Records Act (RCW 42.56.070) further provides each municipality maintain an index for public viewing “statements of policy and interpretations of policy, statute, and the Constitution which have been adopted by the agency;” as well as “[a]dministrative staff manuals and instructions to staff that affect a member of the public;” and

WHEREAS, the process for adopting rules by the City of Spokane is currently set forth in that administrative policy and procedure numbered “Admin 0325-18-1” and titled “Standardized Formats And Uniform Procedures For Adoption And Maintenance of Administrative Policies And Procedures, Departmental Policies and Procedures, Executive Orders, And Public Rules And Regulations” (hereafter “Standardization Policy”); and

WHEREAS, under the Standardization Policy the term “Public Rules and Regulations” is defined as:

" 'Public Rules and Regulations' as required by the Spokane Municipal Code, are

any department order, directive or regulation of general applicability, and (1) the violation of which subjects a person to a penalty; or (2) which subject a person to a payment of a fee; or (3) which establish, alter, or revoke any procedure, practice or requirement relating to departmental hearings; or (4) which establish, alter, or revoke any qualifications or standards for the issuance, suspension or revocation of licenses to pursue any commercial activity, trade or profession as may be otherwise defined by the Spokane Municipal Code,”

(hereafter the “Public Rule Definition); and

WHEREAS, the Public Rule Definition by its terms is not confined to internal operations of the City, but is applicable to the general public, and includes penal measures that can result in the imposition of a fee or fine, or result in the loss of certain vocational or commercial rights, or otherwise affect the public ability to challenge certain determinations by city officials with respect to certain individuals; and

WHEREAS, only a few City entities, including the Spokane Park Board the Civil Service Commission, are explicitly authorized by the City Charter to promulgate rules; and

WHEREAS, the Spokane Municipal Code does not consistently regulate the promulgation of public rules across City departments and divisions; and

WHEREAS, neither the Standardization Policy, nor the Spokane Municipal Code or the City Charter, require City Council review or approval of public rules; and

WHEREAS, the definition of a public rule set forth in the Standardization Policy omits procedures and practices relating to the confiscation, storage and disposal of personal property belonging to members of the general public; and

WHEREAS, public rules are the functional equivalent of legislation, and because the legislative function of the City is vested exclusively in the City Council and not in the Mayor or the administrative departments of the City, any administrative action meeting the “public rule” definition, whether or not denominated as such, should be adopted only after the requisite public comment process and City Council involvement; and

WHEREAS, public rules should be promulgated only by City departments, divisions or offices expressly authorized by ordinance to promulgate them; and

WHEREAS, consistent with the foregoing, it is the intent of the city council to establish a uniform and transparent process for adoption of public rules by City departments and to ensure compliance with the Public Records Act with respect to rules that affect the general public;

NOW, THEREFORE, the City of Spokane does hereby ordain as follows:

Section 1. That section 01.05.020 is amended to read as follows:

Section 01.05.020 Administrative Responsibilities

- A. Except as provided in this section, this chapter does not alter the responsibilities vested by this code in the several officers and employees for administration and enforcement of its various provisions. Promulgation of any rules or regulations relating to enforcement of this code shall comply with Chapter 03.14 of this code.
- B. For purposes of issuing a notice of infraction, the code enforcement officer is:
 - 1. the mayor or the division director, department director or assistant director, described in chapter 3.01A SMC, vested with administrative and enforcement jurisdiction in the particular matter; or
 - 2. an employee or agent to whom enforcement jurisdiction has been specifically conferred, who carries a special police commission conferring authority to issue a notice of infraction for the kind of violation in question; or
 - 3. a regularly commissioned law enforcement officer; or
 - 4. a city prosecutor.

Section 2. That section 03.01A.205 is amended to read as follows:

Section 03.01A.205 Departments – Right, Powers and Duties

- A. Except as otherwise provided, the departments and offices of the City shall have all the rights and powers granted and duties imposed by authority of the laws of the state and the charter and ordinances of the City now existing or subsequently adopted, subject to the general supervision and control of the mayor. For purposes of this chapter, “department” means an organizational unit having a minimum of three (3) employees, no more than two of whom may be exempt from civil service.
- B. City departments, divisions and offices may promulgate public rules in the form and manner set forth in Chapter 3.14 of the Spokane Municipal Code.

Section 3. That there is adopted a new Section 03.07.350 of the Spokane Municipal Code to read as follows:

Section 03.07.350 Personnel Regulations - Authority to Promulgate Rules

With the approval of the Mayor, City divisions, departments and offices may promulgate administrative policies and procedures consistent with this chapter. Administrative policies and procedures promulgated pursuant to this chapter 03.07 shall not be deemed public rules under Chapter 3.14 of the Spokane Municipal Code.

Section 4. That there is adopted a new Chapter 3.14 of the Spokane Municipal Code to read as follows:

Chapter 3.14 Public Rule Authority

Section 3.14.010	Department Authority to Promulgate Public Rules
Section 3.14.020	Definitions
Section 3.14.030	Process for Adopting Public Rules; Effect of Council Approval
Section 3.14.040	Access to Public Rules
Section 3.14.050	Exemptions
Section 3.14.060	Emergency Public Rule
Section 3.14.070	Effective Date; Construction with Other Law
Section 3.14.080	Effect on Existing Public Rules

Section 3.14.010 Department Authority to Promulgate Public Rules

- A. No division, department or office of the City of Spokane may adopt, modify, repeal or enforce a public rule except as authorized by this Chapter.
- B. Every Public Rule shall be denominated as such and adopted pursuant to the requirements of this Chapter.

Section 3.14.020 Definitions

- A. "Administrative Policies and Procedures" are used by City departments to inform other departments and staff of policies and procedures for the direction and management of Citywide operations and which are not enforceable against members of the general public.
- B. "Contested case" means any proceeding before a department in which the legal rights, duties, or privileges of specific parties are required by ordinance to be determined after a hearing by the Hearing Examiner or the City Council.
- C. "Department" means the City of Spokane or any of its divisions, departments, or offices including, but not limited to, any City board, commission, committee, officer, or department, including the City Council and its committees, when acting in accordance with or pursuant to authorization by ordinance or Charter to make rules, hear appeals, or adjudicate contested cases.
- D. "Departmental Policies and Procedures" are informative directives for internal departmental management and operation of City departments. They affect primarily or exclusively single departments, divisions, or offices.
- E. "Executive Orders" formalize specific decisions of the Mayor and/or city administrator and, except in cases of civil emergencies, are not enforceable against members of the general public.

- F. "Hearing" means a proceeding before the City Council to consider the adoption, modification, or repeal of any Public Rule.
- G. "Interested person" means any Person significantly affected by or interested in a Public Rule. It shall not include any party in a Contested Case.
- H. "License" includes those City -issued permits, certificates, approvals, registrations, or forms of permission required before an interested person may engage in any activity within the City of Spokane.
- I. "Public Rule" means any department order, directive, policy or regulation, however denominated and including amendment or repeal of an existing rule, which applies to the general public and which, if violated, subjects a person to a penalty or administrative sanction, including, but not limited to, an order, directive, or regulation which affects:
 - 1. Procedures, practices or requirements relating to department hearings;
 - 2. Qualifications, standards, or fees imposed for the issuance, suspension, or revocation of licenses or permits;
 - 3. Any rule to intended to implement any tax, fee or charge;
 - 4. Mandatory standards which must be met before the distribution or sale of products or materials;
 - 5. Any qualification, requirement, or process relating to the enjoyment of benefits or privileges conferred by law and administered by a Department; or
 - 6. Any program affecting the seizure, storage or disposition of personal property not otherwise owned or leased by the City.
- J. "Person " means any individual, partnership, corporation, association, or public or private organization of any character.
- K. "Regulation" means any statement of general applicability and intending to have the force of law.
- L. The term "Public Rule" does not include the following:
 - 1. Administrative Policies and Procedures, Departmental Policies and Procedures, or Executive Orders;
 - 2. Rules, regulations or administrative determinations promulgated under Title 17 of the Spokane Municipal Code unless intended to have general applicability;
 - 3. Any policy or rule relating to the hiring, firing, or promotion or access to benefits, of any City employee, including any rights conferred by a collective bargaining agreement;
 - 4. Rules relating to the use of public ways and property when the substance of such rules is indicated to the public by means of signs or signals; and
 - 5. Any rule or regulation issued by the Hearing Examiner in a Contested Case.

Section 3.14.030 Process for Adopting Public Rules; Effect of Council Approval

- A. Prior to the adoption, amendment or repeal of any Public Rule, a department shall comply with the following procedures:
1. Publish notice of the proposed Public Rule in the Gazette and, when feasible, (a) in a generally circulated local newspaper in accordance with Section 39 of the City Charter and (b) to relevant business, industry, trade, professional, or service publications and organizations with potential interest in the rulemaking.
 2. Notice under this subsection shall include a copy of the proposed Public Rule and (a) a reference to the statutory authority under which such Public Rule is proposed; (b) an accurate description of the substance of the proposed Public Rule or of the subjects and issues involved; (c) a statement of the time and place of anticipated City Council committee and legislative review of the proposed public rule; and (d) the manner in which persons may present testimony to the City Council with respect to the proposed Public Rule.
 3. Deliver by mail or electronic means a copy of the proposed Public Rule and the required notice under subsection (A)(2) to the address specified by any person who has made a written or electronic request therefor, which request shall be filed with the City Clerk.
 4. The proposed Public Rule, the published notice of the Public Rule, and all supporting material shall be filed with the appropriate standing committee of the City Council. The proposing department shall arrange for submission of the proposed Public Rule to the council committee agenda and the council legislative agenda according to council rules of procedures. Upon placement of the proposed Public Rule on the City Council agenda, the City Council may either approve the proposed Public Rule, reject the proposed Public Rule and return it to the proposing Department for further modifications, or defer legislative action to a future date. Any City Council action to approve the proposed Public Rule shall be by written resolution.
- B. Upon approval by resolution by the City Council and filing with the City Clerk as provided in this section, a Public Rule shall be deemed final and enforceable against the general public upon the later of (a) when filed with the City Clerk, or (b) upon its stated effective date.
- C. Interested Persons may petition the City Council requesting the adoption, amendment, or repeal of a Public Rule. Within sixty (60) days of receipt of a written the City Council shall schedule a public hearing on the petition at a regular meeting of the City Council. Any hearing and decision on such

petition shall proceed according to the City Council's usual practices for non-adjudicative proceedings. The City Council's determination with respect to any such petition shall be by resolution and shall be final. Nothing in this section permits the City Council to adjudicate any pending claim arising from enforcement of a Public Rule.

- D. Nothing in this Chapter shall be construed to prevent the City Council from independently approving or nullifying any Public Rule at any time after its effective date. Approval or nullification of an existing Public Rule shall be by written resolution.

Section 3.14.040 Access to Public Rules

It is the intent of the City to provide maximum public access to all Public Rules currently in place or hereafter adopted by the City. The City Clerk, in conjunction with other relevant City departments, shall maintain a system for public review, searching, printing, downloading and/or copying of any Public Rule adopted by the City.

Section 3.14.050 Exemptions

This Chapter shall not apply to the following:

1. Any rule or regulation adopted by the Spokane Park Board with respect to the use of park land or park property or the enforcement thereof;
2. Any rule or regulation adopted by the Spokane Library Board of Trustees with respect to the operation and management of library facilities, property, programs and all aspects of governed under Chapter 42.17 RCW
3. Any rule or regulation adopted by the Civil Service Commission or enforcement thereof;
4. Any rule or regulation adopted by the Spokane Municipal Court, or enforcement thereof;
5. Executive Orders issued pursuant to Chapter 02.04 of the Spokane Municipal Code (Civil Emergencies);
6. Rules and procedures adopted pursuant to Section 04.32 of the Spokane Municipal Code (Ombuds);
7. Rules adopted by the City Attorney or the Mayor with respect to the operations of city prosecutors or public defenders;
8. Any rules or regulations adopted pursuant to Chapter 12.03 of the Spokane Municipal Code (Airport Regulations);
9. Temporary rate changes implemented pursuant to Section 13.01.0303 of the Spokane Municipal Code so long as any Public Rule is adopted pursuant to this Chapter within ninety (90) days of enforcement;

10. Any rule or regulation intending to ensure compliance with the Shoreline Master Plan adopted pursuant to RCW 90.58 and related regulations;
11. Any rule adopted to ensure compliance with state or federal law and in which the adoption of a Public Rule pursuant to this chapter would conflict with said state or federal law.

Section 3.14.060 Emergency Public Rule

Where a department finds that immediate adoption, amendment, or repeal of a Public Rule is necessary for the urgent preservation of public peace, health, or safety, or for the immediate support of City government and its existing public institutions, such Public Rule may become effective upon filing of such adoption, amendment, or repeal of the Public Rule with the City Clerk. This filing shall be accompanied by a statement of the facts upon which the findings of an emergency and necessity are based. The adoption, amendment, or repeal of a Public Rule under this section shall be presented to the city council for emergency interim ratification or rejection and placed on the City Council calendar within twenty-one (21) days. Rules which are rejected shall, after vote, be void. Following the emergency review and interim ratification, or rejection by Council, the rule(s) shall then proceed through the standard process as outlined in 03.14.030. This emergency section does not relieve any department from compliance with any federal or state law requiring that the adoption, amendment, or repeal be approved by designated persons or bodies before they become effective, nor shall any action be taken under this section which affects any pending case or controversy.

Section 3.14.070 Effective Date; Construction with Other Law

Once approved as provided in this Chapter, any Public Rule shall be binding on all persons and deemed a law of general applicability. No Public Rule may conflict with any provision of federal or state law, with the City Charter or with the Spokane Municipal Code. Whenever possible, the Public Rule shall be construed and applied consistent with applicable law.

Section 3.14.080 Effect on Existing Public Rules

Any Public Rule adopted or modified prior to the effective date of this ordinance, whether or not denominated as such, shall be subject to the adoption process set forth in this Chapter; provided, that any such Public Rule clearly denominated as such and approved by council resolution less than ninety (90) days prior to the effective date of this ordinance shall remain in effect for one (1) year after its effective date unless specifically repealed or modified in accordance with this Chapter. Departments may continue to enforce such Public Rules for ninety (90) days after the effective date of this ordinance without council review, so long as public notice and council review has been initiated as provided in Section 3.14.030 and is pending during such enforcement period. Any Public Rule not reviewed by the City Council within ninety (90) days of the effective date of this ordinance, or

for which review has not been initiated as provided in this section, shall be null and void, except as to any pending case or controversy under such Public Rule.

Section 5. That section 04.01.080 of the Spokane Municipal Code is amended to read as follows:

Section 04.01.080 Rules

Each ~~((agency is to))~~ board or commission may promulgate rules for the conduct of its business which shall promote the policies and objectives of this chapter; provided, any Public Rule shall be adopted only as set forth in in Chapter 3.14 of the Spokane Municipal Code.

Section 6. That section 04.02.020 of the Spokane Municipal Code is amended to read as follows:

Section 04.02.020 Rules and Regulations – General

- A. ~~((The mayor promulgates))~~ The City may promulgate rules and regulations for the collection and reporting of all moneys due the City with attendant emphasis on identifying moneys to which the City is entitled, prompt invoicing and reporting among affected departments, and prosecuting delinquencies. The rules and regulations may specify when and how collection is to be affected, negotiation of payments, collection of interest on payments not to exceed the maximum allowed by state law, such other costs as may be incurred by the City due to delinquency, and settlement of claims not to exceed two thousand five hundred dollars in total value before negotiated settlement.
- B. ~~((This chapter and the rules and regulations promulgated by the mayor hereunder are to be given the widest dissemination among City departments and employees.))~~ Any Public Rule shall be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

Section 7. That Article I, Section 04.02.040 of the Spokane Municipal Code is amended to read as follows:

Section 04.02.040 Industrial Insurance Claims

Claims for industrial injuries shall be reported and investigated in accordance with administrative rules and regulations promulgated by the mayor. Administrative rules and regulations promulgated pursuant to this section shall not be subject to Chapter 03.14 of the Spokane Municipal Code, unless they apply to persons other than City officers or employees.

Section 8. That Article II, Section 04.02.070 of the Spokane Municipal Code is

amended to read as follows:

Section 04.02.070 Rules and Regulations

The ~~((director))~~ City has authority to promulgate rules and regulations, develop administrative procedures and do all things necessary to effectuate the purposes of SMC 4.02.060 through SMC 4.02.220. ~~((Rules and regulations promulgated by the director are on file in the City utilities billings office and available for public inspection during regular business hours.))~~ Any Public Rule shall be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

Section 9. That section 08.01.250 of the Spokane Municipal Code is amended to read as follows:

Section 08.01.250. Rules and Rulings

- A. ~~((The chief financial officer))~~ The City may, from time to time, adopt, publish and enforce rules and regulations not inconsistent with this chapter or with superior law. The purpose of such rules and regulations is to carry out the provisions of this chapter, and it shall be unlawful to fail to comply with any such rule or regulation. Any Public Rule shall be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.
- B. The City, through the ~~((The))~~ chief financial officer, may ~~((also))~~ issue letter rulings from time to time which are applicable only to specific businesses. Such administrative rulings shall be binding on the City and the taxpayer.

Section 10. That Article I, section 08.02.011 of the Spokane Municipal Code is amended to read as follows:

Section 08.02.011 – ~~((Administrative))~~ Public Rules and Regulations

- A. ~~((The mayor))~~ The City is authorized to promulgate rules and regulations consistent with this title and respecting the provision of various services by the administrative staff, including the charges and fees for such services, to the extent such services and fees are not specifically provided for in this ~~((code))~~ title. The authority of this section includes specifically but is not limited to the furnishing of maps and other public records and delinquent penalties and interest rates on accounts receivable.
- B. ~~((The mayor causes such regulations and schedules of charges to be filed with the city clerk and in appropriate departments in accordance with the City's public records system.))~~ Any Public Rule shall be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.
- C. Consistent with Public Rules promulgated under this title, ~~((The))~~ the mayor or ~~((his))~~ the mayor's designated representative is authorized to waive any fee authorized under

this chapter for any person which can demonstrate the following criteria have been met:

1. The person requesting the waiver of fees demonstrates that he is requesting the fee waiver on his own behalf or in a representative capacity for an applicant who meets the criteria set forth in subsection (C)(2) of this section; and
2. The person requesting the waiver of fees demonstrates that he has an annual income that meets the United States department of housing and urban development (HUD) guidelines for eighty percent of median family income level, as established annually for the Spokane metropolitan area.

~~((The mayor is authorized to promulgate rules and regulations for the administration of this program.))~~

Section 11. That Section 08.03.120 of the Spokane Municipal Code is amended to read as follows:

Section 08.03.120 ~~((Rules and Regulations))~~ Rulemaking

The City ~~((Chief Financial Officer or designee))~~ may adopt and promulgate rules to implement and enforce this chapter, which rules shall not be in conflict with this chapter; provided, however, that any Public Rule enacted in accordance with this section shall ~~((not become effective until the close of a two-week public comment period. A copy of such proposed and final rules shall be placed on file for public examination in the City Chief Financial Officer's office and on the City's website))~~ be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

Section 12. That Section 08.04.130 of the Spokane Municipal Code is amended to read as follows:

Section 08.04.130 ~~((Rules and Regulations))~~ Rulemaking

The ~~((chief financial officer))~~ City is authorized to make and promulgate rules and regulations for the administration and enforcement of this chapter. Any Public Rule shall be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

Section 13. That Section 08.10.160 of the Spokane Municipal Code is amended to read as follows:

Section 08.10.160 ~~((Finance, Treasury and Administration Director to Make Rules))~~ - Rulemaking

~~((The division director of finance, treasury and administration has the power from time to time to adopt and publish in the Official Gazette of the City of Spokane rules and regulations not inconsistent with this chapter or applicable law for the purpose of carrying~~

~~out the provisions hereof. Such rules become effective twenty days after the date of publication in the Official Gazette and it shall be thereafter unlawful to violate or fail to comply with any such rule.))~~ The City is authorized to make and promulgate rules and regulations for the administration and enforcement of this chapter. Any Public Rule shall be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

Section 14. That there is adopted a new Chapter 10.21 of the Spokane Municipal Code to read as follows:

Title 10 Regulation of Activities

Section 10.21.010 – Rulemaking

Chapter 3.14 of the Spokane Municipal Code shall apply to all rules, regulations and administrative procedures of general applicability that are promulgated, modified, or enforced under this Title.

Section 15. That section 10.63.010 of the Spokane Municipal Code is amended to read as follows:

Section 10.63.010 Purpose

- A. The purpose of this chapter is to centralize Property Maintenance and Use Standards into a single chapter, so residents have one location to review to find the various expectations that apply to private property maintenance and use.
- B. Under SMC 17F.070.010, every owner and occupant of premises is obligated to maintain the property in a reasonably safe condition and prevent the property from becoming a nuisance.
- C. The Code Enforcement Department staff shall utilize the latest edition of the International Code Council's International Property Maintenance Code for reference and guidance in applying private property maintenance standards.
- D. Any Public Rule shall be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

Section 16. That section 10.63.090 of the Spokane Municipal Code is amended to read as follows:

Section 10.63.090 Foreclosure Registration Program

- A. Purpose

It is the purpose and intent of this section to establish a Foreclosure Property Registration Program to protect the community from the deterioration, crime, and decline in value in Spokane's neighborhoods caused by properties in various stages of the foreclosure process, and to identify, regulate, limit, and reduce the number of those properties within the city of Spokane. It is the policy and intent of the City to establish a requirement that the lender or other responsible parties of properties that are in the foreclosure process to register those properties with the City as outlined in this section to protect the neighborhoods from the negative impacts of absentee ownership and lack of adequate maintenance and security for properties in the foreclosure process.

B. Establishment of a Registry

The Code Enforcement and Parking Services Department shall establish and maintain a Foreclosure Property Registry Program.

C. Registration of Foreclosure Properties.

1. Any Lender that holds or services a mortgage on real property located in the city of Spokane shall inspect the property upon mortgage default.
2. The code compliance officer can also initiate the registration process.
3. Any Lender or other Responsible Party of a Foreclosure Property as defined in this section shall register that property with the City of Spokane Code Enforcement and Parking Services Department within ten (10) days of the property becoming a Foreclosure Property within the meaning of this section and initial inspection or of receiving notice from the City of the requirements of this section, and every 12 months thereafter until the property is no longer a Foreclosure Property within the meaning of this section. A separate registration is required for each property.
4. The content of the registration shall include:
 - a. Proof of ownership, or financial interest, such as a lien or loan,
 - b. The name, address, phone number, and email address for the Owner, Lender, and Responsible Party, and twenty-four hour contact phone number of the Local Agent of the respective entity; and
 - c. Documentation which demonstrates the property is foreclosed, pending foreclosure, or subject to foreclosure, trustee's sale, tax assessor's lien sale or other legal proceedings.

5. The Lender, Owner, or Responsible Party shall notify the Code Enforcement and Parking Services Department within ten (10) days of the date of any change in the information contained in the registration.
6. Mortgagees who have existing Foreclosure Properties on the effective date of this ordinance have 30 calendar days from the effective date to register the property with City of Spokane Code Enforcement and Parking Services Department. A separate registration is required for each property.
7. All property registrations are valid for one year from the date of entry of registration as recorded by Code Enforcement and Parking Services Department. Subsequent registrations are due every twelve (12) months thereafter for renewal and must certify required registration data is current and correct.

D. Minimum Property Maintenance Requirements.

While a Foreclosure Property is registered, the Lender or Responsible Party shall be required to:

1. maintain and keep Foreclosure Property free of conditions, including but not limited to:
 - a. weeds, dry brush, dead vegetation, trash, junk, debris, building materials and junk vehicles;
 - b. accumulation of newspapers, circulars, flyers, notices (except those required by federal, state, or local law), and discarded personal items including, but not limited to, furniture, clothing, or large and small appliances; and
 - c. graffiti, tagging, or similar markings by removal or painting over with an exterior grade paint that matches and/or coordinates with the color of the exterior of the structure.
2. securing ponds, pools, and hot tubs, and ensuring that they do not become a public nuisance or danger to the public; and
3. securing the property to prevent access by unauthorized persons, including, but not limited to, the following: the closure and locking of windows, doors (walk-through, sliding, and garage), gates, and any other opening of such size that it may allow a child or any other person to access the interior of the property and or structure(s). Securing also includes boarding as applicable. The preferred material for boarding shall be painted with an exterior grade paint that matches and/or coordinates with the color of the exterior of the structure or is of a material that mimics glazed windows and intact doors.

4. Post the property with no trespassing signs and current emergency contact information for the local agent.
5. take any other action necessary to prevent giving the appearance that the property is abandoned, and
6. monitor the Foreclosure Property monthly or more frequently as necessary to prevent the creation of a nuisance.

E. Monitoring of Foreclosure Property.

1. Upon registration, the City will provide regular monitoring of Foreclosure Properties, including but not limited to periodic site visitation, which will not exceed the City's rights of access, as well as notification to Lender or Responsible Party if the property begins to exhibit characteristics established in RCW 35.80.010. The City's monitoring of Foreclosure Properties does not relieve the Lender or other Responsible Party from monitoring and maintaining the property as required by this section.
2. At least monthly while a Foreclosure Property is registered, the Lender or Responsible Party shall inspect the Foreclosure Property.

F. Waiver for City to Abatement – Trespass of Unauthorized Individuals.

1. As part of the Foreclosure Property registration, the Owner, Lender, Local Agent, Responsible Party, or other person having the legal authority to do so shall waive any objection to the City to enter onto the property for purposes of abating any condition that would constitute an unfit or substandard building as established in RCW 35.80.010 or nuisance condition under SMC Title 10 to issue a trespass order against any unauthorized individual from the Foreclosure Property.
2. The City shall notify the Owner, Lender, Responsible Party, or Local Agent ten (10) days before the City takes abatement action in order to allow the Owner, Lender, Responsible Party, or Local Agent to abate the condition first unless such abatement constitutes an emergency, in which case, the City may abate the emergency immediately.
3. The cost of the abatement of any of the illustrative conditions contained above shall be charged against the Foreclosure Property pursuant to [SMC 08.02.067](#) and shall be lienable pursuant to [SMC 17F.070.500](#) and other applicable sections of the municipal code pursuant to state law.

G. Local Agent.

The Lender or Responsible Party shall provide the City with the name, address, telephone number, email address, and 24-hour contact information of a Local Agent

who has the authority to act to respond to complaints regarding the Foreclosure Property and to remedy any nuisance, substandard, or unfit conditions found on the property.

H. Annual Foreclosure Property Registration Fee.

The Lender or Responsible Party shall pay the annual non-refundable Foreclosure Property registration fee as set forth in [SMC 08.02.0675](#).

I. Policies and Procedures

The Code Enforcement and Parking Services Department shall develop procedures to implement this section that are consistent with and do not conflict with this section, the Spokane Municipal Code, or Washington law. Any Public Rule shall be adopted pursuant to the requirements of Chapter 03.14 of the Spokane Municipal Code.

J. Violation

1. Any person, firm, or entity who fails to a Foreclosure Property pursuant to the requirements of this section shall be subject to a civil infraction. Each day in which a Foreclosure Property, which is subject to this section, is not registered shall constitute a separate violation.
2. Failure to maintain a Foreclosure Property as required by this section is a criminal misdemeanor violation under SMC Title 10 for maintaining a nuisance property in addition to applicable penalties for nuisance conditions in the municipal code or state law.
3. Failure to provide notification of changes in ownership of a Foreclosure Property under this section is a civil infraction.

K. Removal of properties from the registry

1. A property may only be removed from the Foreclosure Property registry upon the Lender's, Owner's, or Responsible Party's written certification that (1) the mortgage or lien on the property has been satisfied or legally discharged, (2) the property is no longer in mortgage default, or (3) the Foreclosure Property has been sold to a non-related party in a bona-fide, arms' length transaction.
2. A Lender's statement that it no longer desires to pursue foreclosure, has filed a dismissal of lis pendens and/or summary of final judgment and/or certificate of title or otherwise, such as deed in lieu of foreclosure shall not be the basis for removal of a Foreclosure Property from the registry under this section.
3. For purposes of this section, a transfer to another entity that is under common ownership with the Lender, as determined in the sole discretion of

the Code Enforcement and Parking Services Department, is not an arms' arm's-length transaction.

L. Transfer of Ownership

1. If the mortgage on a registered Foreclosure Property is transferred, the transferee shall be subject to the requirements of this section and shall, within five (5) days of the transfer of the mortgage, register the property as a new registration in accordance with this section. Any previously unpaid registration fees are the responsibility of the transferee and are due and payable upon the new registration.
2. If the mortgagee sells a Foreclosure Property in an arms'-length transaction to a non-related person or entity, the transferee is subject to the terms of this section and shall register the property as a new registration under this section within five (5) days of the sale. Any previously unpaid registration fees shall be the responsibility of the new owner.

Section 17. That section 10.63.100 of the Spokane Municipal Code is amended to read as follows:

Section 10.63.100 Penalty and Abatement Procedures

- A. It is the policy of the City of Spokane to educate and seek voluntary compliance for the code violations of this chapter before issuing civil infractions or escalating penalties.
- B. A property owner or occupant may request a Certificate of Correction from the Code Enforcement and Parking Services Department and may request dismissal of the infraction (SMC 01.05.140). Should that correction be accomplished after more than one offense has been issued, the Certificate of Correction will only apply to the most recent infraction.
- C. Code Enforcement and Parking Services Department may develop and implement policies, procedures, and programs to abate violations in accordance with existing local and state law: Any Public Rule shall be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

Section 18. That Article IV, Section 12.02.0735 of the Spokane Municipal Code is amended to read as follows:

Section 12.02.0735 Regulations

- A. The director promulgates and interprets regulations to implement this article. Any Public Rule shall be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

~~((B. Regulations to enforce or implement this chapter are approved by the director and published in the *Official Gazette*. They shall have the force of law thirty days after publication.))~~

Section 19. That Article VI, Section 12.02.1009 of the Spokane Municipal Code is amended to read as follows:

Section 12.02.1009 Integrated Outreach | Encampment Removal and Prevention

Prior to the removal of any encampment:

- A. A notice shall be posted prior to a citation issued under SMC 12.02.1007(B) so that the Spokane Homeless Outreach Team or a City-designated service provider may offer navigation and relocation assistance to services including but not limited to an emergency or permanent housing solution, day center, crisis stabilization or crisis relief center, or substance use treatment facility.
- B. Notice requirements pursuant to SMC 12.02.1009(A) shall not be required to remove an unauthorized encampment when there is a reasonable belief that such encampment presents an immediate threat and/or an unreasonable risk of harm to life, public health, or safety, or public property which shall include, but is not limited to:
 - 1. physical threats or violence.
 - 2. criminal activity not inherent in the act of unauthorized camping (e.g., drug use or sales, theft, sex trafficking);
 - 3. a condition that significantly increases the likelihood of disease or the spread of disease (e.g., rodents, exposed meat, human waste);
 - 4. a condition that presents a significant risk of bodily injury or death (e.g., discarded needles, vehicular traffic, weapons);
 - 5. any other substantial threat to public health or safety;
 - 6. damage (including potential or foreseeable damage) to the natural environment of environmentally critical areas;
 - 7. significant amounts of trash;
 - 8. any knowing obstruction of access to or use of any portion of public property, or any camping in or upon any public property unless authorized by a local or state emergency declaration or pursuant to a permit as set forth in SMC 12.02.1007 A and B;

9. occupation of an area in which the public is not allowed to be present during the times camping is occurring; or
 10. directly adjacent to streets and moving vehicles.
- C. The City shall prioritize and expedite the outreach efforts for navigation and relocation assistance to services or removal for any unauthorized encampment within 1000 feet of schools, parks, day care centers or childcare facilities, and emergency shelters.
- D. The City shall establish and maintain administrative policy and procedures that integrate housing-focused outreach and behavioral health services with the removal and prevention of encampments on public property while protecting the personal property rights of individuals subject to enforcement under this section. Any policy or procedure relating to the removal of encampments, or any policy or procedure regarding the subsequent disposition of personal property in which the City has no legal interest, shall be denominated a "Public Rule," and shall be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

Section 20. That section 12.09.150 of the Spokane Municipal Code is amended to read as follows:

Section 12.09.150 Authority of Administering Officer

- A. The administering officer interprets and enforces this chapter, resolves conflicts, and determines disputes arising under this chapter or permits or franchises issued in connection therewith. The administering officer has authority to issue general regulatory orders affecting all service providers or other users(~~(, as well as)~~) consistent with the Public Rule requirements of Chapter 3.14 of this code. The administering officer has authority to issue specific orders in specific cases or circumstances as deemed necessary and consistent with Chapter 12.09 SMC. ((General regulatory orders are published in the Official Gazette of the City of Spokane at least twenty days prior to taking effect unless otherwise ordered by the administering officer because of exigent circumstances. In such event, reasonable effort shall be made to notify affected parties. General or specific)) Specific orders may be issued on application of an affected service provider or any other user.
- B. ~~((Orders))~~ Specific orders and decisions of the administering officer are guided by the purpose of this chapter. Prior to issuance of an order, the administering officer may give such advance notice and opportunity for hearing as deemed proper, or may provide for a hearing upon request to review an order or specific application of a party arising after issuance. The officer may establish a filing fee not to exceed fifty dollars for consideration of any petition for action or determination by a regulated party or other person.
- C. ~~((An))~~ A specific order may include provision for penalty of not more than five hundred dollars per violation. In case of a continuing violation, each day may be specified to be an additional and separate violation. No penalty for failure to comply with any administrative order may be assessed except after notice and opportunity for hearing

for the affected party. Failure to pay a penalty is a violation of this chapter, and a breach of permit conditions and grounds for permit revocation by the administering officer after notice and opportunity for hearing for the permittee.

Section 21. That there is adopted a new Chapter 12.14 of the Spokane Municipal Code to read as follows:

Title 12 Public Ways and Property

Section 12.14.010 – Rulemaking

Chapter 3.14 of the Spokane Municipal Code shall apply to all rules, regulations and administrative procedures of general applicability that are promulgated, modified, or enforced under this Title.

Section 22. That section 13.01.010 of the Spokane Municipal Code is amended to read as follows:

Section 13.01.010

- A. This chapter applies to all chapters of this title unless otherwise specifically indicated or required by the context.
- B. Chapter 03.14 of the Spokane Municipal Code shall apply to all rules, regulations and administrative procedures of general applicability that are promulgated, modified, or enforced under this Title unless exempted or expressly provided otherwise in this title.

Section 23. That section 13.01.0302 of the Spokane Municipal Code is amended to read as follows:

Section 13.01.0302 Administrative Authority – Specific Utilities - Rates

- A. For items affecting a specific utility, the directors of the affected departments have authority to administer such provisions applicable to their respective utilities.
 - 1. Additionally, the director of public works and utilities administers rates articles as a service provider for the respective water, sewer and solid waste departments.
- B. Notwithstanding any other provision, the director may determine questions of applicability or interpretation of rates or regulations, ~~((to adopt or modify the same,))~~ to grant exemptions therefrom, or order specific action, forbearance, correct clerical

errors or oversights, adopt temporary rates, assess specific charges, or impose other additional requirements, all where deemed reasonably necessary in the interest of the public health and safety ~~((and for administrative convenience and efficiency.))~~ and performed in a manner consistent with those Public Rule(s) adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

1. The director may also impose additional charges or fees on matters not fully addressed herein, including assessments for the value of City equipment or property destroyed or damaged by or through customer or other third party fault consistent with those Public Rule(s) adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.
- C. The director of public works and utilities also functions as the utility billings or water billings examiner unless otherwise directed by the director of public works and utilities.
1. ~~((His))~~ The director's decision relating to utility charges is subject to review by the director of the affected utility or that director's designee.
 2. The reviewer shall be a person who did not participate in the determination being reviewed.
- D. A director's action is subject to review by the director of public works and utilities.

Section 24. That section 13.01.080 of the Spokane Municipal Code is amended to read as follows:

Section 13.01.080 Regulations

- A. The city engineer may promulgate any regulations necessary to implement any portion of the utilities code. He shares this power with other officials where designated.
- ~~((B. Such regulations, if approved by the city council and published once in the *Official Gazette*, thereafter have the force of law.))~~ Any Public Rule shall be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.
- ~~((C. Amendments or repeals are accomplished in the same way.))~~

Section 25. That there is adopted a new Chapter 15.07 of the Spokane Municipal Code to read as follows:

Title 15 Environmental Stewardship

Section 15.07.010 – Rulemaking

Chapter 03.14 of the Spokane Municipal Code shall apply to all rules, regulations and administrative procedures of general applicability that are promulgated, modified, or enforced under this Title.

Section 26. That section 16A.84.090 of the Spokane Municipal Code is amended to read as follows:

Section 16A.84.090 Play Streets and Block Parties

- A. The Director of Transportation and Sustainability, in coordination with any impacted divisions and departments, 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.
- B. A special event permit is required for a play street or block party closure provided that permit and application fees shall be waived for any play street or block party that is free and open to the public, on a non-arterial street, no greater than one block, does not include an intersection, and does not require traffic control personnel.
- C. The City shall develop program policies and procedures consistent with this section. Any Public Rule shall be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

Section 27. That there is adopted a new Chapter 18.12.010 of the Spokane Municipal Code to read as follows:

Title 18 Human Rights

Section 18.12.010 – Rulemaking

Chapter 3.14 of the Spokane Municipal Code shall apply to all rules, regulations and administrative procedures of general applicability that are promulgated, modified, or enforced under this Title.

Section 28. 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 29. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's

ORD CXXXXX Public Rule Making (08-19-25)(Committee)

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

City of Spokane
City Council

TO: City Council Members
CC: Mike Piccolo, Elizabeth Schoedel, Giacobbe Byrd, Kate Fairborn
FROM: Chris Wright, City Council Policy Advisor
DATE: August 19, 2025
RE: Proposed “Public Rule” Ordinance

Enclosed for your review and comment is an ordinance to codify an orderly process for public notice and adoption of “public rules” by City departments. This memorandum is intended to explain the rationale behind the ordinance and to outline its basic elements.

CITY RULES PRACTICES

As the City went through the GFC debate in 2023, we learned the proposed GFC rates would eventually be memorialized in a “public rule.” After some digging, I located the City’s administrative policy for drafting policies and procedures, set forth in the “Standardized Formats And Uniform Procedures For Adoption And Maintenance of Administrative Policies And Procedures, Departmental Policies and Procedures, Executive Orders, And Public Rules And Regulations” (Admin 0325-18-1 / LGL 2004-0021). This policy includes provisions for public rules. They are defined as:

“[...]any department order, directive or regulation of general applicability, and (1) the violation of which subjects a person to a penalty; or (2) which subject a person to a payment of a fee; or (3) which establish, alter, or revoke any procedure, practice or requirement relating to departmental hearings; or (4) which establish, alter, or revoke any qualifications or standards for the issuance, suspension or revocation of licenses to pursue any commercial activity, trade or profession as may be otherwise defined by the Spokane Municipal Code[.]”

The same administrative policy briefly addresses the adoption process for public rules:

“Public Rules and Regulations. Public rules and regulations may be initiated by department directors, division directors or the Mayor / City Administrator. It is anticipated, however, that most public rules and regulations will be adopted by Ordinance. Copies of proposed rules and regulations shall be provided to all departments for review and comment for at least a two-week period prior to final adoption. ... In addition to the internal review, the public shall be given the opportunity to comment on all proposed rules and regulations. The public may send written comments to the department responsible for initiating the rule or regulation, and/or provide verbal comment at a scheduled public hearing. Rules and regulations are effective 30 days after being signed...”

This policy implies that the City Council will approve public rules but does not actually require it. In addition, this policy does not set forth any specific requirements for public comment other than the simple requirement to solicit it and possibly hold a public hearing.¹

There is no general provision in the municipal code authorizing each City department to develop public rules for their operations. The closest general authorization is in SMC 03.01A.05.205, which reads:

Section 03.01A.205 Departments – Rights, Powers and Duties

Except as otherwise provided, the departments and offices listed in this chapter shall have all the rights and powers granted and duties imposed by authority of the laws of the state and the charter and ordinances of the City now existing or subsequently adopted, subject to the general supervision and control of the mayor....²

Beyond this broad statutory authority are various rule-making authorizations scattered throughout the municipal code, where either the Mayor or department heads are authorized to create rules, regulations or procedures associated with a particular statutory mandate.³ The authorizing language can vary with each provision of the code; while most refer to the creation of “rules and regulations,” others simply permit “regulations,” and still others refer to “administrative policy and procedures,” and so forth.⁴ To my knowledge, the only references in the municipal code to any “public rule” reside in Title 13, where the use of public rules for rate-setting is well-established, and a single reference in SMC 12.01.010 (concerning minor sidewalk repairs), which was a reference added at my request last fall. In short, the concept of a “public rule” is a creation of administrative policy.

Ostensibly all public rules are filed with the City Clerk and labeled as such. The City’s website lists eight public rules, most concerning utility rates.^{5 6} A search of the Clerk’s records under the phrase “public rule” is more helpful, and produces 65 records and shows 10 associated Council resolutions, most of them related to user fees for water, sewer and GFC charges.

¹ See Attachment 1.

² SMC Section 04.01.080 authorizes “each agency” to promulgate rules, but this statute resides in the section relating to boards and commissions, not administrative agencies, and is clearly intended to permit civic bodies to create rules on board governance.

³ See, e.g., SMC 03.07.350 (Personnel); SMC 04.02.020 (Collections); SMC 04.02.070 (Collections); SMC 08.01.250 (Business registrations); SMC 08.02.011 (Fees and Charges); SMC 08.03.120 (Admissions Tax); SMC 08.04.130 (Gambling Tax); SMC 10.63.100 (Property Maintenance); SMC 12.02.0735 (Public Obstructions); and SMC 13.01.080 (Utility Rates).

⁴ See, e.g., SMC 12.09.150, which states the “administering officer has authority to issue general regulatory orders affecting all service providers or other users.”

⁵ See Attachment 2

⁶ A proposed new public rule titled “Wastewater and Water General Facilities Charges and Incentives” was slated for council approval on August 18, but deferred to September 15.

That said, it is not easy to gauge the actual number of rules of general application to the public because not all rules are styled as “public rules.” For example, the “Encampment Removal and Cleanup Policy” (Admin 1200-20-01 / LGL 2020-0022) adopted in 2020, clearly affects private property rights, but is not styled as a public rule. Instead, it was adopted in tandem with an executive directive from Mayor Woodard without any apparent public comment or council review. It is not listed on the City’s website as a public rule. Similarly, the policy titled “Utilities Billing and Collection Policy” (Admin 5200-24-06) and establishing detailed procedures for utility collections and enforcement, including the placement of notices and liens, is not listed as a public rule, despite its application to the general public. Whether other, similar rules exist is not readily ascertainable.

RATIONALE FOR STANDARDIZED AND TRANSPARENT PUBLIC RULE MAKING

An ordinance relating to rulemaking would standardize the process for public rules, ensure consistent use of the term “public rule,” and remove any mystery about which “public” rules actually exist.

The premise behind this ordinance is that legislation is the province of the City Council under Section 5 of the City Charter, and that no regulation applicable to the general public should be adopted without authorization from the City Council and without some form of council oversight. At the state and federal level, executive agencies are permitted to promulgate regulations having the force of law only because they are authorized to do so, and only after a proscribed public review process. It should be no different at the municipal level.

The goal of this ordinance is to ensure that (a) any regulation intended as a “public rule” be clearly identified as such, and (b) these rules go through a standardized, well-documented public adoption process, much like a Washington Administration Code (WAC).

Just as important, strengthening the public rule-making process could bring more certainty to enforcement. At the state level, WACs have the force of law, are cited as authority in cases, and receive deference by the courts. The same cannot be said for City public rules, particularly when clear authority to promulgate public rules is lacking. A formal and well-understood public process for public rulemaking is essential, especially with the highly publicized camping ordinance (C36779) that leaves difficult enforcement questions to administrative regulations.

PROPOSED ORDINANCE

The current policy on rulemaking is too vague, lacks transparency, and fails to ensure council an opportunity to confirm policies are consistent with the ordinances underpinning them. On the other hand, it is important to preserve, where possible, the administrative flexibility offered by rulemaking. The proposed ordinance is drafted to strike a balance between these goals. The basic elements of the ordinance are:

- **Provides to City Departments Authorization to Enact Public Rules of General Applicability.** The ordinance refines and codifies the definition of public rules and applies it to each City department. If departments intend a rule to be enforceable against the general public, it must identify it as a public rule and adopt it via the prescribed process.

- **Establishes Clear Procedures For Public Input Before Public Rules Become Final And Effective.** Under this ordinance, proposed public rules first must be published, a notice given to the public, and the proposed rule placed on the City Council agenda in the same fashion as ordinance and resolutions. At the council level the proposed rule is either approved by the council, rejected and returned to the originating department for further revisions, or deferred for later council action. Once approved, the public rule is filed with the City Clerk is to maintain a separate repository of public rules and is directed to establish a system for easy identification and retrieval for the general public.
- **Retains Administrative Control Of Strictly Internal Procedures And Exempt Independent Officers And Agencies.** The draft ordinance does not regulate rulemaking for purely internal matters, such as those rules related to personnel, collective bargaining, municipal court, or hearing examiner issuances.
- **Includes Provisions For Emergency Rules.** The ordinance introduces a procedure allowing emergency rulemaking, whereby emergency rules become effective immediately, but must eventually receive Council review.
- **Addresses Existing Public Rules.** As currently drafted, the ordinance permits any existing public rule approved by council resolution within 90 days prior to the effective date of the ordinance to remain in effect for one year. All other existing public rules adopted or modified prior to the effective date of this ordinance may be enforced for ninety (90) days after the effective date of the ordinance without council review, so long as public notice and council review has been initiated as provided in Section 3.14.030 and is pending during such enforcement period. Any public rule not reviewed by the City Council within ninety (90) days of the effective date of this ordinance, or for which review has not been initiated, shall be null and void, except as to any pending case or controversy under such Public Rule.

The proposed draft ordinance is still under review by City Legal and the administration. The goal is to present the draft at the Finance and Administration Committee in August, with eventual adoption in September.

Attachment 1: “Standardized Formats And Uniform Procedures For Adoption And Maintenance of Administrative Policies And Procedures, Departmental Policies and Procedures, Executive Orders, And Public Rules And Regulations”
(Admin 0325-18-1 / LGL 2004-0021)

Attachment 2: The City’s website list of public rules

Attachment 1

CITY OF SPOKANE
ADMINISTRATIVE POLICY AND PROCEDURE

ADMIN 0325-18-1
LGL 2004-0021

**TITLE: STANDARDIZED FORMATS AND UNIFORM PROCEDURES FOR
ADOPTION AND MAINTENANCE OF ADMINISTRATIVE POLICIES AND
PROCEDURES, DEPARTMENTAL POLICIES AND PROCEDURES, EXECUTIVE
ORDERS, AND PUBLIC RULES AND REGULATIONS**

EFFECTIVE DATE: JULY 1, 2004

REVISION EFFECTIVE DATE: December 3, 2018 (Replaces ADMIN 0325-05-2
and ADMIN 0325-17-01)

1.0 GENERAL

1.1 PURPOSE

The purpose of this policy is to establish standardized formats and uniform procedures for the adoption and maintenance of administrative policies and procedures, departmental policies and procedures, executive orders, and public rules and regulations.

1.2 TABLE OF CONTENTS

- 1.0 GENERAL
- 2.0 DEPARTMENTS/DIVISIONS AFFECTED
- 3.0 REFERENCES
- 4.0 DEFINITIONS
- 5.0 POLICY
- 6.0 PROCEDURE
- 7.0 RESPONSIBILITIES
- 8.0 APPENDICES

2.0 DEPARTMENTS/DIVISIONS AFFECTED

Except as otherwise provided, this policy shall apply to all City departments and divisions. This policy and procedure shall not apply to departmental policies and procedures initiated and adopted by the City Council, Civil Service Commission, Library Board, and Park Board. Nor shall this policy and procedure apply to policies and procedures established and maintained by the City of Spokane Fire and Police Departments relating to firefighting/EMS and/or law enforcement.

3.0 REFERENCES

None.

4.0 DEFINITIONS

- 4.1 "Administrative Policies and Procedures" are used by City departments to inform other departments and staff of policies / procedures for the direction and management of Citywide operations.
- 4.2 "Departmental Policies and Procedures" are used to inform and provide direction for internal departmental management and operation of City departments. They affect primarily or exclusively single departments or divisions.
- 4.3 "Executive Orders" are issued from time to time formalizing specific mayor / city administrator decisions.
- 4.4 "Public Rules and Regulations" as required by the Spokane Municipal Code, are any department order, directive or regulation of general applicability, and (1) the violation of which subjects a person to a penalty; or (2) which subject a person to a payment of a fee; or (3) which establish, alter, or revoke any procedure, practice or requirement relating to departmental hearings; or (4) which establish, alter, or revoke any qualifications or standards for the issuance, suspension or revocation of licenses to pursue any commercial activity, trade or profession as may be otherwise defined by the Spokane Municipal Code.

5.0 POLICY

- 5.1 Except as provided in section 2.0 above, all administrative policies and procedures, departmental policies and procedures, executive orders, and public rules and regulations shall be developed and maintained in a standardized fashion using the format in the attached standardized templates. Note: To allow for frequent review, easy modification, and effective, best practice management in a changing and evolving business environment, procedures may be set forth in separate procedural manuals. Procedures manuals are not required to follow the standardized template format; however, the manuals shall be written in a consistent style and format.

5.2 Approval Process for Policies and Procedures

- 5.2.1 Administrative Policies and Procedures. Administrative policies and procedures may be initiated by department directors, division directors or the Mayor / City Administrator. Copies of proposed policies and procedures shall be provided to all affected departments for review and comment for at least a two-week period prior to final adoption, unless directed otherwise by the Mayor or City Administrator. Documentation of the notification to other departments shall be attached to any policy or procedure submitted for final adoption. Unless otherwise provided, policies and procedures shall be effective immediately after being signed by the Mayor or City Administrator. Unless otherwise stated, amendments and repeals of existing policies and procedures shall follow the same process as the adoption of a new policy or procedure. Administrative policies and procedures by the City Council, Civil Service Commission, Library Board and Park Board are signed by the authorized representative of the board / commission.
- 5.3.2 Departmental Policies and Procedures. Departmental policies and procedures may be initiated by department directors or division directors. If other departments will be affected by the policy, copies of proposed department policies and procedures shall be provided to all affected departments for a two-week review and comment period prior to final adoption. Documentation of the notification to other departments shall be attached to any policy or procedure submitted for final adoption. Policies and procedures initiated by departments shall have prior approval of the division director. Unless otherwise provided, department policies and procedures shall be effective immediately after being signed by the department director or division director.
- 5.3.3 Executive Orders. Executive orders are initiated by the Mayor or City Administrator. They are effective immediately after signature by the Mayor or City Administrator unless otherwise stated.
- 5.3.4. Public Rules and Regulations. Public rules and regulations may be initiated by department directors, division directors or

the Mayor / City Administrator. It is anticipated, however, that most public rules and regulations will be adopted by Ordinance. Copies of proposed rules and regulations shall be provided to all departments for review and comment for at least a two-week period prior to final adoption.

Documentation of the notification to the departments shall be attached to any rule or regulation submitted for final adoption. In addition to the internal review, the public shall be given the opportunity to comment on all proposed rules and regulations. The public may send written comments to the department responsible for initiating the rule or regulation, and/or provide verbal comment at a scheduled public hearing. Rules and regulations are effective 30 days after being signed by the Mayor or City Administrator unless otherwise stated. Amendments and repeals of existing rules and regulations shall follow the same process as the adoption of a new rule or regulation. Public rules and regulations by the Library Board and the Park Board are signed by the authorized representatives of the boards.

- 5.3.5 In those cases deemed appropriate by the Mayor or City Administrator, any policy, procedure, rule or regulation may be referred to a "stakeholder committee" for public review or comment. The committee should be composed of a representative sample of affected persons or entities.

5.4 Publication

- 5.4.1 Except as otherwise provided, or unless otherwise protected from public disclosure by State or Federal Law, adopted administrative policies and procedures, executive orders, and public rules and regulations shall be published in the official gazette. Notices of adopted departmental policies and procedures shall be published in the official gazette.

- 5.4.2 The City Clerk shall be responsible for the scope and manner of electronic publication of adopted administrative policies and procedures, executive orders and public rules and regulations on the City's internet web page.

- 5.5 The administration and maintenance of the City's policy and procedure system is centralized in the office of the City Clerk. The City Clerk shall maintain the original copy of administrative policies and procedures, executive orders and public rules and regulations. The Clerk shall provide all departments with a copy of the adopted administrative policy and procedure, executive order, or public rule

or regulation. Unless otherwise protected from public disclosure by State or Federal law, the original copy of any departmental policies and procedures shall be maintained in the initiating department with a copy filed with the City Clerk. The Clerk shall also maintain an index of all current policies, procedures, executive orders, rules and regulations organized by department.

6.0 PROCEDURE

- 6.1 Determine what type of document is to be written. (Reference the information contained under sections 4.0 and 5.0.)
- 6.2 ADMINISTRATIVE POLICIES AND PROCEDURES /
DEPARTMENT POLICIES AND PROCEDURES / PUBLIC RULES
AND REGULATIONS.

Use the following numbered and capitalized section headings and standards:

TITLE: Provide a brief descriptive title for the document. The title should provide readers with a clear overview of what the directive is meant to convey. Avoid titles that label rather than describe the document. The title should distinguish it from others which may be similar.

For example:

(Not Clear)	Public Disclosure
(Clear)	Handling Requests for Disclosure of Public Records

EFFECTIVE DATE. For policies of specific duration, indicate the beginning and ending dates of the policy's effect. For policies of indeterminate duration, leave blank. The City Clerk will add the effective date for administrative policies and public rules, unless otherwise stated in the document.

- 1.0 **GENERAL.** Provide a brief description of the purpose of the document in subsection 1.1. List the table of contents in subsection 1.2.
- 2.0 **DEPARTMENTS / DIVISIONS AFFECTED.** If applicable to all departments, state "Applicable to all departments". If applicable to most departments, state "Applicable to all departments, except _____". If applicable to only a few

departments or one department, list only the department(s) which are affected.

- 3.0 REFERENCES. Provide a list of applicable laws, regulations, ordinances, charter or other legal or managerial authority for the document.
- 4.0 DEFINITIONS. Provide a list, beginning with 4.1, which defines all terms, abbreviations and acronyms necessary for a complete understanding of the document.
- 5.0 POLICIES. Policies should set forth the general principles or plan to be followed in specific operations or management.

Provide a list, beginning with 5.1, which clearly describes all decisions that management has made regarding the purpose of the document.

A primary purpose of writing policies is to save management from re-deciding issues that are already resolved. Another basic function of a written policy is to ensure consistency, predictability, and a proper foundation for rules and procedures. Policies answer the question "What should be done?" For a clean, active document, avoid too much information and philosophy on "why" policies are being done.

- 6.0 PROCEDURES. Procedures provide information and procedural instructions for implementation of the policy or provide information on where any procedural documents may be found.
- 7.0 RESPONSIBILITIES. Provide a list, beginning with 7.1, of responsibilities, duties, or authorities of affected parties, grouped by agency. The responsibilities section allows affected persons quick access to their part of responsibilities in a given policy.
- 8.0 APPENDICES. Use this section for including procedural manuals and/or information that does not fit into the other sections for reasons of format, size, etc. List appendices and titles starting with 8.1.

6.3 EXECUTIVE ORDERS.

Use the following sections and standards for writing executive orders:

TITLE: Provide a brief descriptive title for the document. The title should provide readers with a clear overview of what the directive is meant to convey. Avoid titles that label rather than describe the document. The title should distinguish it from others that may be similar.

EFFECTIVE DATE. Indicate the beginning date of the order's effect.

EXPIRATION DATE: If known, indicate an expiration date. Executive orders that include an expiration date will be removed from the City's website 90 days after expiration.

WHEREAS. Provide, in a series of paragraphs, the reasons and causes for the document. Begin each new paragraph with **WHEREAS**, in capital letters.

NOW, THEREFORE. Provide the body of the document or description of what will be done. Begin the body section with: **NOW, THEREFORE, I, (mayor's name in capital letters), Mayor, do order that** Each following paragraph in the body will start with **FURTHERMORE** (in capitals).

If the document is to be effective only for a specific period of time, event, or set of circumstances, this should be stated in the body as the last statement of the body.

SIGNATURE. This section should not appear on a separate page without some portion of the body of the order appearing on the same page.

7.0 RESPONSIBILITIES

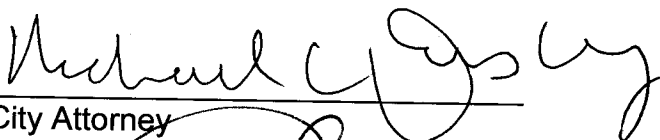
- 7.1** The initiating department is responsible for writing all policies, procedures, rules and regulations. In addition, initiating departments shall be responsible for reviewing policies and procedures to ensure compliance with federal, state and local laws, as well as to ensure they reflect current circumstances and best practices.
- 7.2** The Mayor is responsible for writing all executive orders.

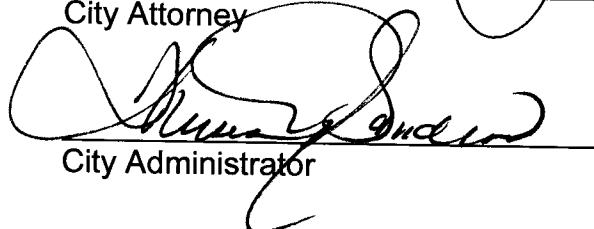
- 7.3 The City Attorney's Office is responsible for circulating policies, procedures, and rules and regulations to departments for review and comment, unless other arrangements have been made with the initiating department.
- 7.4 The City Clerk is responsible for assigning document code numbers to all policies and procedures, executive orders, and public rules and regulations, in addition to the responsibilities listed under sections 5.4 and 5.5.

8.0 APPENDICES

Template - Administrative Policy and Procedure
Template - Department Policy and Procedure
Template - Executive Order

Approved by:


City Attorney


City Administrator

12/3/2013
Date

CITY OF SPOKANE
ADMINISTRATIVE POLICY AND PROCEDURE TEMPLATE

CITY OF SPOKANE ADMINISTRATIVE POLICY AND PROCEDURE	ADMIN [DEPT #]-[YR]-[#]
TITLE EFFECTIVE DATE REVISION DATE (IF APPLICABLE)	

1.0 GENERAL

1.1 PURPOSE

1.2 TABLE OF CONTENTS

- 1.0 GENERAL
- 2.0 DEPARTMENTS/DIVISIONS AFFECTED
- 3.0 REFERENCES
- 4.0 DEFINITIONS
- 5.0 POLICY
- 6.0 PROCEDURE
- 7.0 RESPONSIBILITIES
- 8.0 APPENDICES

2.0 DEPARTMENTS/DIVISIONS AFFECTED

3.0 REFERENCES

4.0 DEFINITIONS

4.1

5.0 POLICY

5.1

6.0 PROCEDURE

6.1

7.0 RESPONSIBILITIES

7.1

8.0 APPENDICES

APPROVED BY:

City Attorney

Division Director

City Administrator

Date

CITY OF SPOKANE
DEPARTMENT POLICY AND PROCEDURE TEMPLATE

CITY OF SPOKANE DEPARTMENT POLICY AND PROCEDURE	DEPT [DEPT #]-[YR]-[#]
TITLE EFFECTIVE DATE REVISION DATE (IF APPLICABLE)	

1.0 GENERAL

1.1 PURPOSE

1.2 TABLE OF CONTENTS

- 1.0 GENERAL
- 2.0 DEPARTMENTS/DIVISIONS AFFECTED
- 3.0 REFERENCES
- 4.0 DEFINITIONS
- 5.0 POLICY
- 6.0 PROCEDURE
- 7.0 RESPONSIBILITIES
- 8.0 APPENDICES

2.0 DEPARTMENTS/DIVISIONS AFFECTED

3.0 REFERENCES

4.0 DEFINITIONS

4.1

5.0 POLICY

5.1

6.0 PROCEDURE

6.1

7.0 RESPONSIBILITIES

7.1

8.0 APPENDICES

APPROVED BY:

City Attorney

Division or Department Director

CITY OF SPOKANE
EXECUTIVE ORDER TEMPLATE

CITY OF SPOKANE EXECUTIVE ORDER	EO [YR]-[#]
TITLE EFFECTIVE DATE REVISION DATE (IF APPLICABLE)	

WHEREAS,

WHEREAS,

WHEREAS,

[use as many as needed]

NOW, THEREFORE, I, _____, Mayor, do hereby order and direct:

Mayor

Date

Attachment 2



OpenData



Documents



Public Rules and Regulations

Official Public Rules and Regulations

Please note that policies and procedures specific to the City of Spokane [Fire Department](#), [Public Library](#), and [Police Department](#) are maintained by those departments and not included on this site.

Show entries

Search:

City Clerk's Office

5th Floor City Hall
808 West Spokane Falls Blvd.
Spokane, WA 99201-3342

Phone: 509.625.6350

Fax: 509.625.6217

No.	Title	Category	Department
1.	Business Registration Rules RULE 0860-24-01	Public Rule/Regulation	Finance
2.	Design Review Process RULE 0650-12-01	Public Rule/Regulation	Planning Services
3.	Existing Sidewalk Maintenance and Minor Repairs RULE 4700-25-01	Public Rule/Regulation	Development Services Center
4.	General Facilities Charges – Incentives, Waivers and Offsets RULE 5200-23-01	Public Rule/Regulation	Public Works & Utilities
5.	RPWRF & Industrial Pretreatment Program & Lab Analysis Fees RULE 4310-25-01	Public Rule/Regulation	Wastewater Management
6.	RPWRF Industrial Pretreatment Program - Administrative Fine Schedule RULE 4320-19-01	Public Rule/Regulation	Wastewater Management

No.	Title	Category	Department
7.	Water and Hydroelectric Department - Update Fee Schedule 2025 RULE 4100-24-02	Public Rule/Regulation	Water & Hydro-Electric
8.	Water Hydrant Usage Policy and Fees RULE 4100-20-01	Public Rule/Regulation	Water and Hydro-Electric

Showing 1 to 8 of 8 entries

Previous

1

Next



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**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 08/25/2025**Committee Agenda type:** Discussion**Date Rec'd**

8/14/2025

Clerk's File #

ORD C36755

Cross Ref #**Project #****Council Meeting Date:** 09/22/2025**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**

DIRECTOR OF ACCOUNTING AND ACCOUNTING DEPARTMENT CODE CLEANUP

Agenda Wording

An ordinance related to the Director of Accounting and the Accounting Department; correcting department and position titles

Summary (Background)

This ordinance corrects the position title for the Director of Accounting and updates the department title to the Accounting Department instead of the Accounting and Grants Department.

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			
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
<u>Dept Head</u>	MCDANIEL, ADAM		
<u>Division Director</u>	GBYRD		
<u>Accounting Manager</u>	GBYRD		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>	GBYRD		
Distribution List			

ORDINANCE NO C36755

An ordinance related to the Director of Accounting and the Accounting Department; correcting department and position titles; amending sections 03.01A.215, 03.04.060, 03.04.120, 03.04.250, 03.05.040, 03.05.110, 03.07.030, 07.03.020, and 17D.080.050; and repealing Section 03.07.160 of the Spokane Municipal Code.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 03.01A.215 of the Spokane Municipal Code is amended to read as follows:

Section 03.01A.215 Accounting ~~((and Grants))~~ Department

The Accounting ~~((and Grants))~~ Department is a financial administrative department responsible for preparing financial statements, maintaining the general ledger, paying bills, billing customers, payroll, inventory management, disseminating and monitoring financial policies and internal controls, financial analysis, administration of some joint governmental agencies, receipt, and technical review of grant applications and the close out of grants and financial assistance awards. The ~~((department))~~ Accounting Department is managed by the Director of Accounting.

Section 2. That Section 03.04.060 of the Spokane Municipal Code is amended to read as follows:

Section 03.04.060 Payroll Certification

Each department head or designated supervisor indicates on each time card the absence of an employee with pay because of sickness. The ~~((accounting and grants department))~~ Accounting Department ~~((has the duty to))~~ shall ensure that no payment is made to an employee for absence exceeding the current accrual.

Section 3. That Section 03.04.120 of the Spokane Municipal Code is amended to read as follows:

Section 03.04.120 Maintaining Records

The ~~((department of accounting and grants))~~ Accounting Department has the responsibility to maintain the official City records of accumulated sick leave for all departments.

Section 4. That Section 03.04.250 of the Spokane Municipal Code is amended to read as follows:

Section 03.04.250 Maintaining Records

The ((accounting and grants department)) Accounting Department has the responsibility to maintain the official City records of accrued vacation leave for all departments.

Section 5. That Section 03.05.040 of the Spokane Municipal Code is amended to read as follows:

Section 03.05.040 Contributions

- A. The normal rates of contributions of members are those adopted by the board, subject to the approval of the City Council. The rates so adopted remain in full force and effect until revised or changed by the board in the manner provided in chapter 4.14 SMC.

1. Contributions by Members.

Prior to January 1, 2009, each member shall contribute six and seventy-two one-hundredths percent (6.72%) of the member's compensation. Effective January 1, 2009, the rate of contribution was prospectively increased to seven and seventy-five hundredths percent (7.75%). Effective September 1, 2014, the rate of contribution is prospectively increased to eight and twenty-five hundredths percent (8.25%). Effective December 17, 2017, the rate of contribution is prospectively increased to nine percent (9.00%). Although designated as employee contributions that reduce the member's salary, the City government (and, where applicable, SREC and SPFD), as the employer, shall pay such contributions to the retirement fund pursuant to Internal Revenue Code section 414(h). The member will not have an option of choosing to receive the contributed amounts directly instead of having them paid by the City government (and, where applicable, by SREC and SPFD) to the retirement fund. The picked-up contributions will be included as Social Security wages up to the Social Security wage base, and will also be included in calculating the member's final compensation. It is contemplated that the aggregate normal contributions made by the City (and SREC and SPFD) into the retirement fund will be enough to properly fund the retirement benefits payable hereunder.

2. Contribution by the City Government.

The City government will make contributions in an amount that matches the members' (other than SREC Members' and SPFD Members') in-lieu contributions. SREC will make contributions in an amount that matches the SREC Members' in-lieu contributions. SPFD will make contributions in an amount that matches the SPFD Members' in-lieu contributions.

3. Contribution Rate Review

In the event that an official actuarial report for a given fiscal year, prepared

at the direction of the board, indicates that the Actuarially Determined Employer Contribution Rate (within the meaning of GASB) is greater than the City's (and SREC's and SPFD's) contributions, the City shall, subject to approval by the board and City Council, prospectively increase both the employee contribution rate and the City's (and SREC's and SPFD's) matched contribution rate by up to 1.00% of the member's compensation without further bargaining unit negotiation. Increases are limited to once per fiscal year. In the event that an official actuarial report for a given fiscal year, prepared at the direction of the Board, indicates that the retirement system is fully funded (within the meaning of GASB), the City may, subject to approval by the board and City Council, prospectively decrease both the employee contribution rate and the City's (and SREC's and SPFD's) matched contribution rate by up to 1.00% of the member's compensation without further bargaining unit negotiation. Decreases are limited to once per fiscal year.

- B. Subject to the provisions of this chapter and chapter 4.14 SMC, the board certifies to the head of each office or department the normal rate of contribution for each member provided for in subsection (A) of this section. The head of the department applies such rate of contribution to the compensation of each and every payroll; and each of said in-lieu amounts are paid by the ~~((director of accounting and grants))~~ Director of Accounting into the ~~((retirement fund))~~ Retirement Fund, hereinafter provided for, and are credited by the board, together with contribution interest, to an individual account of the member for whom the contribution was made. Contribution interest is credited to each individual account at such periods as the board may determine. Any in-lieu payments contributed by the City (and SREC) are fully and immediately vested for the benefit of the employee immediately upon payment into the retirement fund.
- C. The ~~((director of accounting and grants))~~ Director of Accounting transfers to the ~~((retirement fund))~~ Retirement Fund an amount equal to the aggregate normal contributions as soon as administratively practicable following each payroll period.

Section 6. That Section 03.05.110 of the Spokane Municipal Code is amended to read as follows:

Section 03.05.110 Administration of Social Security Act

- A. The ~~((director of accounting and grants))~~ Director of Accounting is designated as the officer to administer such accounting, reporting, and other functions as are required for the effective operation for extending the Federal Old Age and Survivors Insurance program to members of the retirement system approved by said employees on June 5, 1956. The ~~((director))~~ Director of Accounting shall make such reports in such form and containing such information as the governor from time to time may require, and shall comply with such provisions as the governor or the secretary of health, education and welfare of the United States may from time

to time find necessary to assure the correctness and verification of such reports. The governor is authorized to terminate said plan if it is found that there has been failure to comply substantially with its provisions, such termination to take effect at the expiration of such notice and on such conditions as may be provided by regulations of the governor consistent with the provisions of the Social Security Act.

- B. The ~~((director of accounting and grants))~~ Director of Accounting deducts from the salary of each employee and elected official the amount of tax imposed by the Federal Insurance Contributions Act, and the amount so deducted from such salaries shall be paid into the contributions fund as provided in chapter 4, Laws of Washington, extraordinary session, 1955, section 4(1). Failure to make such deductions does not relieve the employees or elected officials from liability for such deductions.

Section 7. That Section 03.07.030 of the Spokane Municipal Code is amended to read as follows:

Section 03.07.030 Deposit of Salary Warrants

An employee of the City may, in writing, authorize and direct the ~~((accounting and grants department))~~ Accounting Department to deposit his payroll warrant directly to ~~((his))~~ their financial institution account. The ~~((division director of finance, treasury and administration))~~ Chief Financial Officer or their designee has the authority to prescribe the regulations and arrange the agreements with the financial institutions to accomplish direct deposit of warrants under the section.

Section 8. That Section 03.07.160 of the Spokane Municipal Code is hereby repealed.

Section 9. That Section 07.03.020 of the Spokane Municipal Code is amended to read as follows:

Section 07.03.020 Amount

- A. The amount of any imprest fund shall not exceed the amount fixed in the table below:

Department	Amount not to exceed
Accounting ((and Grants)) Department Imprest Fund	\$1,000.00
City Attorney Imprest Fund	\$1,000.00
Development Services Center Imprest Fund	\$1,500.00
My Spokane Imprest Fund	\$4,800.00
Parks and Recreation Imprest Fund	\$2,500.00
Parks and Recreation Imprest Fund – Riverfront Park	\$25,000.00
Risk Management Imprest Fund	\$300,000.00

Solid Waste Collection Department Imprest Fund	\$200.00
Solid Waste Disposal Department Imprest Fund	\$9,000.00
Spokane Fire Department Imprest Fund	\$700.00
Spokane Municipal Court Imprest Fund	\$1,300.00
Spokane Municipal Court Imprest Fund – Parking Violations	\$300.00
Spokane Police Department Imprest Fund – Administration	\$1,500.00
Spokane Police Department Imprest Fund – Investigations	\$60,000.00
((Spokane Police Department Imprest Fund – Patrol Anti-Crime Team (PACT)))	(((\$10,000.00)))
Spokane Police Department Imprest Fund – Records	\$3,000.00
Spokane Police Department – Travel Expense Cash Advance Fund	\$20,000.00
Spokane Public Library – Imprest Fund	\$3,000.00
Spokane Public Library – Travel Expense Cash Advance Fund	\$10,000.00
Street Department Imprest Fund	\$500.00
Water and Hydroelectric Services Department Imprest Fund	\$1,000.00

- B. The Mayor may increase, subject to subsection (A) of this section, or decrease the amount in an imprest fund from time to time.

Section 10. That Section 17D.080.050 of the Spokane Municipal Code is amended to read as follows:

Section 17D.080.050 Grant of Authority to Impose Fees

- A. The ~~((departments of construction services))~~ Development Services Center, ((planning)) Planning and Economic Development Services Department, ((transportation)) Public Works Division, ((fire)) Fire Department, and ((parks and recreation)) Parks and Recreation Division are authorized to impose impact fees on development pursuant to state law.
- B. The impact fees:
1. are only imposed to mitigate a direct impact upon public facilities that has been identified as a consequence of the proposed development.
 2. may not exceed a proportionate share of the cost of the public facilities that are reasonably related to the development.
 3. are used for public facilities that will reasonably benefit the development.
 4. are not used to correct existing deficiencies.
 5. are not imposed to mitigate the same off-site direct impacts that are being mitigated pursuant to any other law or City requirement.

6. are held in a reserve account and may only be expended to fund the construction of public facilities agreed to be necessary to mitigate the identified direct impacts.
 7. must be expended within five years of collection.
- C. Any payment not so expended is refunded with interest, at the rate applied to judgments, to the property owners of record at the time of the refund; however, if the payment is not expended within five years due to delay attributable to the developer, the payment is refunded without interest.
- D. The ~~((departments of construction services, planning, fire, and parks and recreation,))~~ Development Services Center, Planning and Economic Development Services Department, Public Works Division, Fire Department, and Parks and Recreation Division along with the ~~((department of accounting and grants))~~ Accounting Department, are instructed and authorized to adopt administrative rules to implement this chapter.

Section 11. 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 12. 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

DRAFT



Memorandum

Office of the Mayor

DATE: August 25, 2025

FROM: Adam McDaniel – Policy Advisor, Office of the Mayor

TO: Councilmember Paul Dillon, Chair – Finance & Administration Committee

RE: Accounting Department | Director of Accounting Code Cleanup

Executive Summary

I. Background: The Spokane Municipal Code currently refers to the Accounting Department as the Accounting and Grants Department. These two functions are separated under the Finance Division. The Director of Accounting is the Accounting Department's department head. This position is referred to the Director of Accounting and Grants throughout some sections in the municipal code.

II. Issue: The City Council adopted Ordinance C36625 to change the position title for the Director of Accounting in SMC 03.01A.215, however there are other instances throughout the SMC where this position and departmental title are inaccurate.

III. Policy Recommendations

The Council should adopt an ordinance to correct this position and departmental title throughout the Spokane Municipal Code.
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Proposed Ordinance Table of Contents

- Section 1. Amends SMC Section 03.01A.215
- Section 2. Amends SMC Section 03.04.060
- Section 3. Amends SMC Section 03.04.120
- Section 4. Amends SMC Section 03.04.250
- Section 5. Amends SMC Section 03.05.040
- Section 6. Amends SMC Section 03.05.110
- Section 7. Amends SMC Section 03.07.030
- Section 8. Repeals SMC Section 03.07.160

Section 9. Amends SMC Section 07.03.020
Section 10. Amends SMC Section 17D.080.050
Section 11. Severability
Section 12. Clerical Errors

Section 1. Amends Section SMC 03.01A.215 (Accounting and Grants)

- Updates the title of the department from Accounting and Grants Department to Accounting Department.

Section 2. Amends Section SMC 03.04.060 (Payroll Certification)

- Updates the title of the department from Accounting and Grants Department to Accounting Department.

Section 3. Amends Section SMC 03.04.120 (Maintaining Records)

- Updates the title of the department from Accounting and Grants Department to Accounting Department.

Section 4. Amends Section SMC 03.04.250 (Maintaining Records)

- Updates the title of the department from Accounting and Grants Department to Accounting Department.

Section 5. Amends Section SMC 03.05.040 (Contributions)

- Updates the title of the director from the Accounting and Grants Director to the Director of Accounting.
- Makes capitalization corrections.

Section 6. Amends Section SMC 03.05.110 (Administration of Social Security Act)

- Updates the title of the director from the Accounting and Grants Director to the Director of Accounting.

Section 7. Amends Section SMC 03.07.030 (Deposit of Salary Warrants)

- Updates the title of the department from Accounting and Grants Department to Accounting Department.
- Updates reference to “division director of finance, treasury and administration” to Chief Financial Officer or their designee

Section 8. Repeals Section SMC 03.07.160 (Credit Card Allowable Expenditures)

- This section is unnecessary with the adoption of SMC 07.06.097 and conflicts with current administrative policy.

Section 9. Amends Section SMC 07.03.020 (Amount)



- Updates the title of the department from Accounting and Grants Department to Accounting Department.
- This section also makes a technical correction that was not caught by staff with the recent adoption of the Ordinance C36722. This ordinance was intended to combine the imprest funds of the Spokane Police Department – Investigations with the Spokane Police Department – Patrol Anti-Crime Team (PACT) as this team no longer exists. This section makes that correction.

Section 10. Amends Section SMC 17D.080.050 (Grant of Authority to Impose Fees)

- Updates the title of the department from Accounting and Grants Department to Accounting Department.
- Updates the departmental titles of “departments of construction services (Development Services Center), “planning” (Planning and Economic Development Services Department), “transportation” (Public Works Division), “fire” (Fire Department), and “parks and recreation” (Parks and Recreation Division).

Section 11. Severability

- Standard severability language.

Section 12. Clerical Errors

- Standard clerical errors language.

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 08/25/2025**Committee Agenda type:** Discussion**Date Rec'd**

8/19/2025

Clerk's File #

ORD C36750

Cross Ref #**Project #****Council Meeting Date:** 09/15/2025**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)

KKLITZKE BWILKERSON

Sponsoring at Administrators Request

NO

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

CLARIFYING TABLE IN SMC 17C.111.205-2

Agenda Wording

An ordinance amending SMC 17C.111.205 to clarify the correct version of SMC Table 17C.111.205-2.

Summary (Background)

The City Council adopted ORD C36459, which increased housing options by permitting and encouraging the construction of Middle Housing in more residential zoning districts. On June 2, 2025, the City Council adopted ORD C36696, which further amended Table 17C.111.205-2. ORD C36696 included a version of Table 17C.111.205-2, which had been superseded by a previous action of the City Council, requiring clarification as to the official version of Table 17C.111.205-2. This ordinance serves to clarify the official version of Table 17C.111.205-2.

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>			
<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>		N/A	
Other budget impacts (revenue generating, match requirements, etc.)			
<u>Approvals</u>		<u>Additional Approvals</u>	
<u>Dept Head</u>	MCDANIEL, ADAM		
<u>Division Director</u>	GBYRD		
<u>Accounting Manager</u>	GBYRD		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>	GBYRD		
<u>Distribution List</u>			

ORDINANCE NO _____

An ordinance amending SMC 17C.111.205 to clarify the correct version of SMC Table 17C.111.205-2.

WHEREAS, on November 20, 2023, City Council adopted ORD C36459, which increased housing options by permitting and encouraging the construction of Middle Housing in more residential zoning districts; and

WHEREAS, ORD C36459 created Table 17C.111.205-2 Building and Siting Standards; and

WHEREAS, on August 12, 2024, City Council adopted ORD C36552, which amended Table 17C.111.205-2; and

WHEREAS, on January 27, 2025, City Council adopted ORD C36629, which further amended Table 17C.111.205-2; and

WHEREAS, on June 2, 2025, City Council adopted ORD C36696, which further amended Table 17C.111.205-2; and

WHEREAS, ORD C36696 included a version of Table 17C.111.205-2 which had been superseded by previous action of City Council, requiring clarification as to the official version of Table 17C.111.205-2; and

WHEREAS, this ordinance serves to clarify the official version of Table 17C.111.205-2 and is intrinsically connected to ORD C36696; -- 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 and conclusions from ORD C36459, ORD C36552, ORD C36629, and ORD C36696 for the same purposes.

Section 2. That Section 17C.111.205 is amended to read as follows:

Development standards that apply within the residential zones are provided in Tables 17C.111.205-1 through 17C.111.205-3.

TABLE 17C.111.205-1 LOT DEVELOPMENT STANDARDS [1]					
	RA	R1	R2	RMF	RHD
DENSITY STANDARDS					
Maximum density on sites 2 acres or less [2][3]	No maximum	No maximum	No maximum	No maximum	No maximum
Maximum density on sites larger than 2 acres [2]	10 units/acre	10 units/acre	20 units/acre	No maximum	No maximum

Minimum density [2]	4 units/acre	4 units/acre	10 units/acre	15 units/acre	15 units/acre
LOT DIMENSIONS FOR SUBDIVISIONS AND SHORT SUBDIVISIONS					
Minimum lot area	7,200 sq. ft.	1,200 sq. ft.	1,200 sq. ft.	1,200 sq. ft.	1,200 sq. ft.
Minimum lot width [4]	40 ft.	15 ft.	15 ft.	15 ft.	15 ft.
Minimum lot width within Airfield Overlay Zone	40 ft.	40 ft.	36 ft.	25 ft.	25 ft.
Minimum lot depth	80 ft.	80 ft.	40 ft.	N/A	N/A
Minimum lot frontage	40 ft.	Same as minimum lot width	Same as minimum lot width	Same as minimum lot width	Same as minimum lot width
MINIMUM LOT DIMENSIONS FOR UNIT LOT SUBDIVISIONS					
Minimum parent lot area	No minimum	No minimum	No minimum	No minimum	No minimum
Maximum parent lot area	2 acres	2 acres	2 acres	2 acres	2 acres
Minimum child lot area	No minimum	No minimum	No minimum	No minimum	No minimum
Minimum child lot depth	No minimum	No minimum	No minimum	No minimum	No minimum
LOT COVERAGE					
Maximum total building coverage [5][6][7]	50%	65%	80%	100%	100%
Maximum lot impervious coverage without engineer's stormwater drainage plan - not in ADC [5][8][9]	50%	60%	60%	N/A	N/A
Maximum lot impervious coverage without engineer's stormwater drainage plan - inside ADC [5][8][9]	40%	40%	40%	N/A	N/A
<p>Notes:</p> <p>[1] Plan district, overlay zone, or other development standards contained in Title 17C SMC may supersede these standards.</p> <p>[2] See SMC 17C.111.210 for applicability of minimum and maximum density standards in the residential zones.</p> <p>[3] Development within Airfield Overlay Zones is further regulated as described in SMC 17C.180.090, Limited Use Standards.</p> <p>[4] Requirements associated with driveways such as minimum approach separation and driveway coverage maximums may limit driveways on narrow lots.</p> <p>[5] Lot and building coverage calculation includes all primary and accessory structures.</p> <p>[6] Building coverage for attached housing is calculated based on the overall development site, rather than individual lots.</p> <p>[7] Developments meeting certain criteria relating to transit, Centers & Corridors, or housing affordability are given a bonus for building coverage. See SMC 17C.111.225 for detailed eligibility criteria.</p> <p>[8] Projects may exceed impervious coverage requirements by including an engineer's drainage plan in submittals, subject to review by the City Engineer as described in SMC 17D.060.135. "ADC" means Area of Drainage Concern.</p> <p>[9] Projects in the RMF and RHD zones that are exempted from review under the Spokane Regional Stormwater Manual shall follow the impervious coverage requirements of the R1 zone.</p>					

Note: Remove existing table 17C.111.205-2

<p align="center">TABLE 17C.111.205-2 BUILDING AND SITING STANDARDS [1]</p>

	RA	R1	R2	RMF	RHD
PRIMARY BUILDINGS					
Floor-area ratio	N/A	N/A	N/A	N/A	N/A
Maximum building footprint per primary building – lot area 7,000 sq. ft. or less	N/A	2,450 sq. ft.	2,450 sq. ft.	N/A	N/A
Maximum building footprint per primary building – lot area more than 7,000 sq. ft.	N/A	35%	35%	N/A	N/A
Maximum building height [2]	35 ft.	40 ft.	40 ft.	40 ft.	40 ft.
Minimum Setbacks	-	-	-	-	-
Front [3]	15 ft.	10 ft.	10 ft.	10 ft.	10 ft.
Interior side lot line – lot width 40 ft or less [4]	3 ft.	3 ft.	3 ft.	3 ft.	3 ft.
Interior side lot line – lot width more than 40 ft [4]	5 ft.	5 ft.	5 ft.	5 ft.	5 ft.
Street side lot line – all lot widths	5 ft.	5 ft.	5 ft.	5 ft.	5 ft.
Attached garage or carport entrance from street	20 ft.	20 ft.	20 ft.	20 ft.	20 ft.
Rear	25 ft.	15 ft.	15 ft.	10 ft.	10 ft.
ACCESSORY DWELLING UNITS					
Maximum building footprint for accessory dwelling unit	1,200 sq. ft.	1,200 sq. ft.	1,200 sq. ft.	1,200 sq. ft.	1,200 sq. ft.
Maximum building height	25 ft.	25 ft.	25 ft.	25 ft.	25 ft.
Minimum side lot line setbacks [4] [5] [6]	Same as Primary Structure				
Minimum rear setback with alley [4] [5] [6]	0 ft.	0 ft.	0 ft.	0 ft.	0 ft.
Minimum rear setback no alley	5 ft.	5 ft.	5 ft.	5 ft.	5 ft.
OTHER ACCESSORY STRUCTURES					
Maximum lot coverage for accessory structures – lots 5,500 sq. ft. or less	20%	20%	20%	See Primary Structure	See Primary Structure
Maximum lot coverage for accessory structures – lots larger than 5,500 sq. ft.	20%	15%	15%	See Primary Structure	See Primary Structure
Maximum building height	30 ft.	20 ft.	20 ft.	35 ft.	35 ft.
Minimum side lot line setbacks [4] [5] [6]	Same as Primary Structure				
Minimum rear setback with alley	0 ft.	0 ft.	0 ft.	0 ft.	0 ft.
Minimum rear setback no alley [5]	5 ft.	5 ft.	5 ft.	5 ft.	5 ft.
OPEN SPACE					
Minimum outdoor area per unit [7]	250 sq. ft.	250 sq. ft.	250 sq. ft.	200 sq. ft.	48 sq. ft.
Minimum common outdoor area per unit as a substitute for private area – first six units	200 sq. ft.	200 sq. ft.	200 sq. ft.	150 sq. ft.	48 sq. ft.
Minimum common outdoor area per unit as a substitute for private area – all units after six	150 sq. ft.	150 sq. ft.	150 sq. ft.	100 sq. ft.	48 sq. ft.
Notes: [1] Plan district, overlay zone, or other development standards contained in Title 17C SMC may supersede these standards. [2] Base zone height may be modified according to SMC 17C.111.230 , Height.					

- [3] Certain elements such as covered porches may extend into the front setback. See [SMC 17C.111.235](#), Setbacks.
- [4] There is an additional angled setback from the interior side lot line. Refer to [SMC 17C.111.230\(C\)](#) and [17C.111.235\(E\)](#) for more detail.
- [5] Setbacks for a detached accessory structure and a covered accessory structure may be reduced to zero feet with a signed waiver from the neighboring property owner as specified in [SMC 17C.111.240\(C\)](#).
- [6] Accessory structures may be subject to an additional side setback adjacent to streets as specified in [17C.111.240\(C\)\(5\)](#).
- [7] Common outdoor area may be substituted for private outdoor area according to [SMC 17C.111.310](#).

Note: Insert new table 17C.111.205-2 provided below.

TABLE 17C.111.205-2 BUILDING AND SITING STANDARDS [1]					
	RA	R1	R2	RMF	RHD
PRIMARY BUILDINGS					
Floor area ratio	N/A	N/A	N/A	N/A	N/A
Maximum building footprint per primary building - lot area 7,000 sq. ft. or less	N/A	2,450 sq. ft.	2,450 sq. ft.	N/A	N/A
Maximum building footprint per primary building - lot area more than 7,000 sq. ft.	N/A	35%	35%	N/A	N/A
Maximum building height [2]	35 ft.	40 ft.	40 ft.	55 ft.	75 ft.
Minimum Setbacks					
Front [3]	15 ft.	10 ft.	10 ft.	10 ft.	10 ft.
Interior side lot line - lot width 40 ft or less [4] [5]	3 ft.	3 ft.	3 ft.	3 ft.	3 ft.
Interior side lot line - lot width more than 40 ft [4] [5]	5 ft.	5 ft.	5 ft.	5 ft.	5 ft.
Street side lot line – all lot widths	5 ft.	5 ft.	5 ft.	5 ft.	5 ft.
Attached garage or carport entrance from street	20 ft.	20 ft.	20 ft.	20 ft.	20 ft.
Rear	25 ft.	15 ft.	15 ft.	10 ft.	10 ft.
ACCESSORY DWELLING UNITS					
Maximum building footprint for accessory dwelling unit	1,200 sq. ft.	1,200 sq. ft.	1,200 sq. ft.	1,200 sq. ft.	1,200 sq. ft.
Maximum building height	25 ft.	25 ft.	25 ft.	25 ft.	25 ft.
Minimum side lot line setbacks [4] [5] [6]	Same as Primary Structure				
Minimum rear setback with alley [4] [5] [6]	0 ft.	0 ft.	0 ft.	0 ft.	0 ft.
Minimum rear setback no alley	5 ft.	5 ft.	5 ft.	5 ft.	5 ft.
OTHER ACCESSORY STRUCTURES					
Maximum lot coverage for accessory structures – lots 5,500 sq. ft. or less	20%	20%	20%	See Primary Structure	See Primary Structure
Maximum lot coverage for accessory structures – lots larger than 5,500 sq. ft.	20%	15%	15%	See Primary Structure	See Primary Structure
Maximum building height	30 ft.	20 ft.	20 ft.	35 ft.	35 ft.
Minimum side lot line setbacks [4] [5] [6]	Same as Primary Structure				

Minimum rear setback with alley	0 ft.	0 ft.	0 ft.	0 ft.	0 ft.
Minimum rear setback no alley [5]	5 ft.	5 ft.	5 ft.	5 ft.	5 ft.
OPEN SPACE [7]					
Minimum open space per unit [8]	250 sq. ft.	250 sq. ft.	250 sq. ft.	Studio: 48 sq. ft. per unit 1-bedroom: 75 sq. ft. per unit 2+ bedrooms: 150 sq. ft. per unit	Studio: 48 sq. ft. per unit 1-bedroom: 75 sq. ft. per unit 2+ bedrooms: 100 sq. ft. per unit Sites 20,000 sq ft. or less: 36 sq. ft. per unit
Minimum common open space per unit as a substitute for private open space - first six units	200 sq. ft.	200 sq. ft.	200 sq. ft.	Studio: 48 sq. ft. per unit 1-bedroom: 75 sq. ft. per unit 2+ bedrooms: 150 sq. ft. per unit	Studio: 48 sq. ft. per unit 1-bedroom: 75 sq. ft. per unit 2+ bedrooms: 100 sq. ft. per unit Sites 20,000 sq ft. or less: 36 sq. ft. per unit
Minimum common open space per unit as a substitute for private open space - all units after six	150 sq. ft.	150 sq. ft.	150 sq. ft.	Studio: 36 sq. ft. per unit 1-bedroom: 48 sq. ft. per unit 2+ bedrooms: 48 sq. ft. per unit	Studio: 36 sq. ft. per unit 1-bedroom: 48 sq. ft. per unit 2+ bedrooms: 48 sq. ft. per unit Sites 20,000 sq ft. or less: 25 sq. ft. per unit

Notes:

- [1] Plan district, overlay zone, or other development standards contained in [Title 17C SMC](#) may supersede these standards.
- [2] Base zone height may be modified according to [SMC 17C.111.230](#), Height.
- [3] Certain elements such as covered porches may extend into the front setback. See [SMC 17C.111.235](#), Setbacks.
- [4] There is an additional angled setback from the interior side lot line. Refer to [SMC 17C.111.230\(C\)](#) and [17C.111.235\(E\)](#) for more detail.
- [5] Setbacks for a detached accessory structure and a covered accessory structure may be reduced to zero feet with a signed waiver from the neighboring property owner as specified in [SMC 17C.111.240\(C\)](#).
- [6] Accessory structures may be subject to an additional side setback adjacent to streets as specified in [17C.111.240\(C\)\(5\)](#).
- [7] Residential units with a continuous pedestrian route as defined in SMC Section 17C.111.420(B) from the property boundary to a public park within 800 feet shall have a minimum of not more than 36 square feet of open space per unit.
- [8] Common open space may be substituted for private open space according to [SMC 17C.111.310](#).

TABLE 17C.111.205-3 DEVELOPMENT STANDARDS FOR PROPERTIES QUALIFYING FOR DEVELOPMENT BONUS [1] [2]					
	RA	R1	R2	RMF	RHD
LOT COVERAGE					
Maximum total building coverage	N/A	80%	90%	100%	100%
PRIMARY BUILDINGS					
Floor area ratio	N/A	N/A	N/A	N/A	N/A
Maximum building footprint per primary building - lot area 7,000 sq. ft. or less	N/A	2,450 sq. ft.	2,450 sq. ft.	N/A	N/A
Maximum building footprint per primary building - lot area more than 7,000 sq. ft.	N/A	35%	35%	N/A	N/A
Notes:					
[1] Standards not addressed in this table are consistent with the general standards in Tables 17C.111.205-1 and 17C.111.205-2.					
[2] Criteria to qualify for Development Bonuses is outlined in SMC 17C.111.225 .					

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

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