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 October 20, 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 October 20, 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: 248 064 41880; password: 0320

To participate in public comment (including Open Forum):

Testimony sign-up is open beginning at 5:00 p.m. on Friday, October 17, 2025, and ending at 6:00 p.m. on Monday, October 20, 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 October 20, 2025. You must sign up by 6:00 p.m. to be called on to testify. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Instructions for participation are provided on the form when you sign up.

The open forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and not relate to the final, updated draft, or draft agendas, pending hearing items, or initiatives or referenda in a pending election. "Affairs of the city" shall include (i) matters within the legislative, fiscal or regulatory purview of the city, (ii) any ordinance, resolution or other official act adopted by the city council, (iii) any rule adopted by the city, (iv) the delivery of city services and operation of city departments, (v) any act of members of the city council, the mayor or members of the administration, or (vi) any other matter deemed by the council president to fall withing the affairs of the city, which determination may be overridden by majority vote of the council members present. Individuals speaking during the open forum shall address their comments to the council president and shall maintain decorum as laid out in Rule 2.15 (Participation by Members of the Public in Council Meetings).

THE CITY OF SPOKANE

DRAFT COUNCIL AGENDA

MEETING OF MONDAY, OCTOBER 20, 2025

MISSION STATEMENT

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

MAYOR LISA BROWN
COUNCIL PRESIDENT BETSY WILKERSON

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

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

City of Spokane Guest Wireless access for Council Chambers:

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

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

LAND ACKNOWLEDGEMENT

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

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

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

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

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

AGENDA REVIEW AND LEGISLATIVE SESSIONS

Council meetings consist of two parts: The Agenda Review Session (starting at 3:30 P.M.) and the Legislative Session (starting at 6:00 P.M.). The Agenda Review Session is open to the public, but participation is limited to Council Members and appropriate staff. The Legislative Session also is open to the public, and public comment is taken on legislative items (except those that are adjudicatory or solely administrative in nature). Following the conclusion of the Legislative portion of the meeting, an Open Forum is held unless a majority of Council Members vote otherwise. Please see additional Open Forum information that appears at the end of the City Council agenda.

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

ADDRESSING THE COUNCIL

- **Public participation in Council meetings is governed by Council Rules 2.15 and 2.16. A complete copy of the council rules can be found here: City Council Rules.**
- **No member of the public may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their name and city of residence as a condition of recognition.**
- **Persons speaking at the podium shall verbally identify themselves by name, city of residency and, if appropriate, representative capacity.**
- **Speakers may be provided additional written or verbal instructions to ensure that verbal remarks are electronically recorded. Documents submitted for the record are identified and marked by the Clerk. (If you are submitting paper copies of documents to the Council Members, please provide a minimum of ten copies via the City Clerk. The City Clerk is responsible for officially filing and distributing your submittal.)**
- **To ensure that evidence and expressions of opinion are included in the record, and to ensure that decorum befitting a deliberative process is maintained, no modes of expression including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language, or personal insults are permitted. To prevent disruption of council meetings and visual obstruction of proceedings, members of the audience shall remain seated during council meetings.**
- **A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.**
- **When addressing the Council, members of the public shall direct all remarks to the Council President, and shall confine their remarks to the matters that are specifically before the Council at that time or, if speaking during Open Forum, shall confine their remarks to affairs of the city.**
- **City staff may testify at Council meetings, including open forum, providing the testimony is in compliance with the City of Spokane Code of Ethics and the staff follow the steps outlined in the City Council Rules of Procedure.**

SPEAKING TIME LIMITS: **Each person addressing the Council is limited to two minutes of speaking time, except during hearings and items under final consideration by the Council, for which three minutes will be allowed. The chair may allow additional time if the speaker is asked to respond to questions from the Council. Public testimony and consideration of an item may be extended to a subsequent meeting by a majority vote of the Council. Note: No public testimony shall be taken on amendments to consent or legislative agenda items, or solely procedural, parliamentary, or administrative matters of the Council.**

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

AGENDA REVIEW SESSION

(3:30 p.m.)
(Council Chambers Lower Level of City Hall)
(No Public Testimony Taken)

ROLL CALL OF COUNCIL

INTERVIEWS OF NOMINEES TO BOARDS AND COMMISSIONS

COUNCIL OR STAFF REPORTS OF MATTERS OF INTEREST

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

APPROVAL BY MOTION OF THE DRAFT AGENDA

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

EXECUTIVE SESSION

(Closed Session of Council)
(Executive Session may be held or reconvened during the 3:30 p.m. Agenda Review Session or 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)

❖ ANNUAL MAYORAL STATEMENT OF THE CONDITIONS AND AFFAIRS OF THE CITY

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENTS	RECOMMENDATION	
Spokane County Hotel and Motel TPA Commission: Two Reappointments - Dean Feldmeier and Dan Zimmerer	Confirm	CPR 2004-0017
Plan Commission: One Appointment – Kyle Madsen		CPR 1981-0295
Bicycle Advisory Board: One Appointment – Olga Lucia Herrera		CPR 1992-0059
Transportation Commission: Two Reappointments – Grant Shipley and Dylan Jouliot		CPR 2024-0029

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. Set public hearing for October 27, 2024, on possible revenue sources for the 2026 Budget. (Council Sponsors: Council President Wilkerson and Council Member Dillon) Jessica Stratton	Set Hrg. 10/27/2025	FIN 2025-0001

2.	Set public hearing for November 17, 2025, for the Citywide Capital Improvement Program 2026-2031. The first reading of the CIP ordinance will be held on November 10, 2025, at which time public testimony will also be taken. (Council Sponsors: Council President Wilkerson and Council Member Dillon) Jessica Stratton	Set Hrg. 11/17/2025	FIN 2025-0001
3.	Set public hearings for November 3 and November 10, 2025, for review of the 2026 Mid-Biennium Modification Budget. (Council Sponsors: Council President Wilkerson and Council Member Dillon) Jessica Stratton	Set Hrgs. 11/3/25 & 11/10/25	FIN 2025-0001
4.	Amendment to Value Blanket with ATS Inland Northwest, LLC (Spokane Valley, WA) for the standardized purchase of HVAC equipment and controls upgrades for the Wastewater Treatment Plant and MLK Community Center—additional $200,000. (Council Sponsors: Council President Wilkerson and Council Members Dillon and Cathcart) Dave Steele	Approve	OPR 2023-0978 ITB 5953-23
5.	Amendment to Master Installation Contract with ATS Inland Northwest, LLC (Spokane Valley, WA) for the replacement of HVAC equipment and full controls upgrades at the Wastewater Treatment Plant and MLK Community Center—additional amount up to $1,000,000 (plus tax). (Council Sponsors: Council President Wilkerson and Council Members Dillon and Cathcart) Dave Steele	Approve	OPR 2023-0979
6.	Contract Amendment with Integrus Architecture (Spokane) for Water Department Main Campus Office Renovation Reconstruction Design and Construction Management Services from October 20, 2025, through October 31, 2026—additional amount not to exceed $236,357 (plus tax). (Council Sponsors: Council President Wilkerson and Council Members Dillon and Cathcart) Dave Steele	Approve	OPR 2023-1224 RFQ 5873-23
7.	Contract with Triumph Electric, LLC (Spokane) for generator purchase and installation with removal and disposal of existing generator at City Hall from October 15, 2025, through June 30, 2026—$140,669 (plus tax), plus 10% contingency amount. Total: $153,469.88 (plus tax). (Council Sponsors: Council Members Dillon and Cathcart) Dave Steele	Approve	OPR 2025-0701 PW ITB 6408-25
8.	Master Preventative Maintenance Agreement with TK Elevator Corporation (Spokane Valley, WA) for elevator and escalator maintenance at various City	Approve	OPR 2025-0702

facilities from July 1, 2025, through December 31, 2026—not to exceed $83,700 (plus tax). (Council Sponsors: Council Members Dillon and Cathcart)
Dave Steele

9. Public Works Agreement with DSI Construction, Inc. (Spokane) for Spokane Water Department Door/Wall Project from October 20, 2025, through September 30, 2026—not to exceed $164,890 (plus tax). (Council Sponsors: Council President Wilkerson and Council Members Dillon and Cathcart) — Approve — OPR 2025-0703
Dave Steele

10. Report of the Mayor of pending: — Approve & Authorize Payments

    a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2025, total $_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total $_____. — CPR 2025-0002

    b. Payroll claims of previously approved obligations through _____, 2025: $_____. — CPR 2025-0003

11. 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 C36767 Amending Ordinance No. C36626, entitled in part, "An ordinance adopting a Biennial Budget for the City of Spokane", and amending it to pay off the Golf Series 2018 SILP Loan, and declaring an emergency. (Council Sponsors: Council Members Dillon and Cathcart)
Matt Boston

EMERGENCY ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

ORD C36764 **Of the City of Spokane, Washington, providing for the issuance and sale of a Limited Tax General Obligation Refunding Bond in the principal amount of not to exceed $340,000 to provide funds to refund the City's Outstanding Limited Tax General Obligation Refunding Bond, 2020, Series J (Riverfront Park/Iron Bridge–Taxable); fixing the date, form, maturity, interest rate, terms and covenants of the bond; authorizing the sale and delivery of the bond to the City, declaring an emergency, and providing for other matters properly relating thereto. (Council Sponsors: Council President Wilkerson and Council Member Dillon)**
Matt Boston

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2025-0083 **Approving the City of Spokane's 2025-2026 federal priorities. (Council Sponsors: Council Members Dillon and Zappone)**
Erik Poulsen

RES 2025-0084 **Relating to the Spokane Safe Streets for All Fund and designating Council priorities for selection of projects. (Council Sponsors: Council Members Zappone and Klitzke)**
Jackson Deese

RES 2025-0085 **Setting hearing before City Council for November 17, 2025, for the vacation of the alley between College Avenue and Bridge Avenue and between Summit Boulevard and Lindeke Street, as requested by owners having an interest in real estate abutting the right-of-way. (Council Sponsors: Council Members Bingle and Dillon)**
Eldon Brown

RES 2025-0086 **Of the City of Spokane authorizing the amendment of the City of Spokane's administrative policy and procedure titled "Investments." (Council Sponsors: Council President Wilkerson and Council Members Dillon and Cathcart)**
Matt Boston

RES 2025-0087 **Of the City of Spokane establishing underwriting guidelines for the Spokane internal lending program. (Council Sponsors: Council President Wilkerson and Council Member Dillon)**
Matt Boston

RES 2025-0088 **Of the City of Spokane, Washington, providing for the issuance and sale of certain individual Limited Tax General Obligation Refunding Bonds in the aggregate principal amount of not to exceed $6,611,000; establishing interfund loan facilities from the Spokane Investment Pool to refinance existing interfund loans; fixing the dates, forms, maturities, interest rates, terms and covenants of the bonds; authorizing the sale and delivery of the bonds to the City, and providing for other matters properly relating thereto. (Council Sponsors: Council President Wilkerson and Council Member Dillon)**
Matt Boston

RES 2025-0089 **Approving the appointment of Trace Bradburn as Director of Solid Waste for the City of Spokane. (Council Sponsors: Council President Wilkerson and Council Member Klitzke)**
Chris Averyt

ORD C36732 **Renaming the "Housing Local Sales Fund" to the "HEART Fund," adopting a new Section 08.07C.051; amending Sections 07.08.155, 08.07C.020, 08.07C.030; and repealing Sections 08.07C.050 of the Spokane Municipal Code. (Council Sponsors: Council Members Zappone and Dillon)**
Adam McDaniel

(First Reading deferred as amended from September 22, 2025, Agenda, to October 6, 2025, Agenda, during September 15, 2025, 3:30 p.m. Agenda Review Session, thereby deferring Final Reading to this Agenda))

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

(First Reading deferred as amended from September 22, 2025, Agenda, to October 6, 2025, Agenda, during September 15, 2025, 3:30 p.m. Agenda Review Session, thereby deferring Final Reading to this Agenda)

ORD C36738 **Changing the day of regular meetings of the Spokane City Council and amending section 02.01.010 of the Spokane Municipal Code, and setting an effective date. (Council Sponsors: Council President Wilkerson and Council Member Zappone)**
Chris Wright

ORD C36751 **Granting Marathon Pipe Line LLC, a limited liability company chartered in the state of Delaware, the nonexclusive right, privilege, authority and franchise to construct, operate, maintain, remove, replace, and repair existing pipeline facilities, together with equipment and appurtenances thereto, for the transportation of petroleum products and byproducts in the public right-of-way within and through the City of Spokane, Spokane County, WA. (First Reading held September 8, 2025) (Council Sponsors: Council Members Klitzke and Cathcart)**
Timothy Szambelan

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

(Pending possible proposed amendment to be considered on October 6, 2025) (First Reading deferred from September 22, 2025, Agenda during September 8, 2025, 3:30 p.m. Agenda Review Session.)

ORD C36753 **Making technical corrections to Chapters 08.02, 10.29, 12.01, 12.02, 13.03 of the Spokane Municipal Code, and technical corrections to Titles 17A, 17C, 17D, 17F and 17G of the Spokane Municipal Code. (Council Sponsors: Council Members Lambdin and Zappone)**
Adam McDaniel

FIRST READING ORDINANCES

ORD C36765 **Relating to City of Spokane employee retirement provisions, and amending Sections 03.05.210 and 03.05.260 of the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Member Bingle)**
Christine Shisler

ORD C36766 **Relating to solid waste SMC sections 13.02.0568, 13.02.0560 and adopting new section 13.02.564 to chapter 13.02; of the Spokane Municipal Code; and setting an effective date. (Council Sponsors: Council President Wilkerson and Council Member Klitzke)**
Chris Averyt

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://my.spokanecity.org/citycouncil/meetings/signup/. (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 October 20, 2025, Regular Legislative Session of the City Council is adjourned to October 27, 2025.

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

NOTES

Agenda Sheet for City Council:

Committee: Date: N/A

Committee Agenda type:

Council Meeting Date: 10/20/2025

Date Rec'd	9/16/2025		
Clerk's File #	CPR 2004-0017		
Cross Ref #			
Project #			
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	ADAM 6779	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	Boards and Commissions		
Council Sponsor(s)			
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	REAPPOINTMENT OF DEAN FELDMEIER TO THE SPOKANE COUNTY HOTEL AND		

Agenda Wording

Reappointment of Dean Feldmeier to the Spokane County Hotel and Motel TPA Commission from January 1, 2024 - January 1, 2027.

Summary (Background)

Reappointment of Dean Feldmeier to the Spokane County Hotel and Motel TPA Commission from January 1, 2024 - January 1, 2027.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

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

Distribution List	

August 12, 2025

To Whom it May Concern:

It is recommended by the Spokane Hotel Motel Association that two commissioners be reappointed to the TPA commission.

- ***Dean Feldmeier, President - General Manager - Spokane Club***
- ***Dan Zimmerer, President - Hotel Division - Ruby Hospitality***

These hospitality professionals have been active with the Spokane Hotel Motel Association for many years. Each has been invaluable as Spokane Hotel and Motel TPA commissioners contributing to the discussions and decisions necessary for allocation of the TPA funds. Please accept these candidates for your consideration to reappoint.

Please contact me if you have any questions or require a resume.

By: Jackie Fulton

Jackie Fulton, Visit Spokane

Representing the Spokane Hotel Motel Association Advisory Board

Its: Administrator

Date: 08/12/2025

801 W. Riverside Ave., Ste. 100 | Spokane, WA 99201
spokanehotelmotel@gmail.com | 509-363-6829

Agenda Sheet for City Council: **Committee: Date:** N/A **Committee Agenda type:**		**Date Rec'd**	9/24/2025
		Clerk's File #	CPR 2004-0017
		Cross Ref #	
Council Meeting Date: 10/20/2025		**Project #**	
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	ADAM 6779	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	Boards and Commissions		
Council Sponsor(s)			
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	REAPPOINTMENT OF DAN ZIMMERER TO THE SPOKANE COUNTY HOTEL AND		

Agenda Wording

Reappointment of Dan Zimmerer to the Spokane County Hotel and Motel TPA Commission for a term of January 1, 2025 to January 1, 2028.

Summary (Background)

Reappointment of Dan Zimmerer to the Spokane County Hotel and Motel TPA Commission for a term of January 1, 2025 to January 1, 2028.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

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

Distribution List	

Agenda Sheet for City Council:

Committee: Date: N/A

Committee Agenda type:

Council Meeting Date: 10/20/2025

Date Rec'd	9/16/2025		
Clerk's File #	CPR 1981-0295		
Cross Ref #			
Project #			
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	ADAM 6779	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	Boards and Commissions		
Council Sponsor(s)			
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	APPOINTMENT OF KYLE MADSEN TO THE PLAN COMMISSION		

Agenda Wording

Appointment of Kyle Madsen to the Plan Commission for a term of October 20, 2025 - October 20, 2029

Summary (Background)

Appointment of Kyle Madsen to the Plan Commission for a term of October 20, 2025 - October 20, 2029

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

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

Distribution List	

Agenda Sheet for City Council:

Committee: Date: N/A

Committee Agenda type:

Council Meeting Date: 10/20/2025

Date Rec'd	9/23/2025		
Clerk's File #	CPR 1992-0059		
Cross Ref #			
Project #			
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	ADAM 6779	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	Boards and Commissions		
Council Sponsor(s)			
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	APPOINTMENT OF OLGA LUCIA HERRERA TO THE BICYCLE ADVISORY BOARD		

Agenda Wording

Mayor Brown has appointed Olga Lucia Herrera to the Bicycle Advisory Board for a term of October 20, 2025 - October 20, 2028.

Summary (Background)

The Bicycle Advisory Board provides advice and direction to the City Council and all departments and officers of the City on matters relating to bicycling and to raise public awareness of bicycling issues.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

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

Distribution List	

Agenda Sheet for City Council:

Committee: Date: N/A

Committee Agenda type:

Council Meeting Date: 10/20/2025

Date Rec'd	9/18/2025
Clerk's File #	CPR 2024-0029
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	MAYOR
Contact Name/Phone	ADAM 6779
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG
Agenda Item Type	Boards and Commissions
Council Sponsor(s)	
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	REAPPOINTMENT OF GRANT SHIPLEY TO THE TRANSPORTATION COMMISSION

Agenda Wording

Reappointment of Grant Shipley to the Transportation Commission as the member representing City Council District 2 for a term October 7, 2025 to October 7, 2027.

Summary (Background)

Reappointment of Grant Shipley to the Transportation Commission as the member representing City Council District 2 for a term October 7, 2025 to October 7, 2027.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

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

Distribution List	

Agenda Sheet for City Council: **Committee: Date:** N/A **Committee Agenda type:**		**Date Rec'd**	9/18/2025
		Clerk's File #	CPR 2024-0029
		Cross Ref #	
Council Meeting Date: 10/20/2025		**Project #**	
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	ADAM 6779	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	Boards and Commissions		
Council Sponsor(s)			
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	REAPPOINTMENT OF DYLAN JOULIOT TO THE TRANSPORTATION		

Agenda Wording

Reappointment of Dylan Jouliot to the Transportation Commission as the member of the Commission with expertise with the City parking system and multiple modes of transportation in the city of Spokane for a term of October 7, 2025 to October 7, 2027.

Summary (Background)

Reappointment of Dylan Jouliot to the Transportation Commission as the member of the Commission with expertise with the City parking system and multiple modes of transportation in the city of Spokane for a term of October 7, 2025 to October 7, 2027.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

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

Distribution List	

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 09/22/2025

Committee Agenda type: Consent

Council Meeting Date: 10/20/2025

Date Rec'd	8/19/2025
Clerk's File #	FIN 2025-0001
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	FINANCE, TREASURY & ADMIN
Contact Name/Phone	JESSICA 625-6369
Contact E-Mail	JSTRATTON@SPOKANECITY.ORG
Agenda Item Type	Hearings
Council Sponsor(s)	PDILLON BWILKERSON
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	SET REVENUE HEARING

Agenda Wording

Setting public hearing on possible revenue sources for the 2026 Budget on October 27, 2025.

Summary (Background)

A city such as Spokane that collects a regular property tax levy must hold a public hearing on possible revenue sources for the 2026 current expense budget, including consideration of possible increases in property tax revenues (RCW 84.55.120). This hearing must be held before the meeting at which the City Council considers levy adoption. The property tax ordinance will be on the Council's November 3, 2025, agenda.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

N/A

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	STRATTON, JESSICA		
Division Director	BOSTON, MATTHEW		
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 09/22/2025

Committee Agenda type: Consent

Council Meeting Date: 10/20/2025

Date Rec'd	8/19/2025
Clerk's File #	FIN 2025-0001
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	FINANCE, TREASURY & ADMIN
Contact Name/Phone	JESSICA 625-6369
Contact E-Mail	JSTRATTON@SPOKANECITY.ORG
Agenda Item Type	Hearings
Council Sponsor(s)	PDILLON BWILKERSON
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	SET CIP HEARING

Agenda Wording

Set CIP Hearing for November 17, 2025 for the Citywide Capital Improvement Program 2026-2031. The first reading of the CIP ordinance will be held on November 10, 2025, at which time the public testimony will also be taken.

Summary (Background)

In accordance with the State Growth Management Act and the City of Spokane's Spokane Municipal Code Chapter 07.17, the City must adopt and annually update a Citywide Six-Year Capital Improvement Program. The Program must be updated annually as part of the budget process. With the approval of the 2026 mid-biennium modification budget, the first year of the Capital Improvement Program reflects the budget.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

N/A

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	STRATTON, JESSICA		
Division Director	BOSTON, MATTHEW		
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 09/22/2025

Committee Agenda type: Consent

Council Meeting Date: 10/20/2025

Date Rec'd	8/19/2025		
Clerk's File #	FIN 2025-0001		
Cross Ref #			
Project #			
Submitting Dept	FINANCE, TREASURY & ADMIN	**Bid #**	
Contact Name/Phone	JESSICA 625-6369	**Requisition #**	
Contact E-Mail	JSTRATTON@SPOKANECITY.ORG		
Agenda Item Type	Hearings		
Council Sponsor(s)	PDILLON BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	SET BUDGET HEARINGS		

Agenda Wording

Setting the hearings for review of the 2026 Mid-Biennium Modification Budget beginning Monday November 3, 2025, and November 10, 2025.

Summary (Background)

As part of the budget process, the City Council will hold public hearings on the 2026 Proposed Mid-Biennium Budget for the City of Spokane. Public testimony is welcome on all sections of the budget at each hearing. The hearings will be held on November 3, 2025, and November 10, 2025.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

N/A

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	STRATTON, JESSICA		
Division Director	BOSTON, MATTHEW		
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 09/22/2025

Committee Agenda type: Consent

Council Meeting Date: 10/20/2025

Date Rec'd	9/19/2025		
Clerk's File #	OPR 2023-0978		
Cross Ref #			
Project #			
Submitting Dept	FACILITIES MANAGEMENT	**Bid #**	ITB 5953-23
Contact Name/Phone	DAVE STEELE 625-6064	**Requisition #**	VB301512
Contact E-Mail	DSTEELE@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	PDILLON MCATHCART BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	FACILITIES MASTER HVAC MECHANICAL SYSTEMS & CONTROLS VALUE		

Agenda Wording

The Facilities Department, in partnership with the City Wastewater Department has scoped an HVAC Controls replacement/upgrade for the City of Spokane Wastewater Treatment plant. Also, in partnership with CHHS and the MLK Center, ATS will replace multiple pieces of equipment and required controls at the MLK Center along with the installation of 7 pieces of new HVAC equipment and required control, accessories and required software integration at the City Wastewater Treatment plant. This work will be completed under the value blanket with ATS.

Summary (Background)

With the addition of these two major projects, we are asking to increase the spending authority to cover both of these projects. This will increase the spending authority for parts from $500,000 to $700,000 for the Value Blanket OPR 2023-0978--an increase of $200,000.

What impacts would the proposal have on historically excluded communities?

N/A - This work focuses on providing upgrades and repairs to the MLK Center which provide a significant number of programs and services for a wide variety of underserved and historically underserved minority communities, as well as work at the Wastewater Treatment Plant, which is a critical City infrastructure.

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

N/A - This work focuses on providing upgrades and repairs to the MLK Center which provide a significant number of programs and services for a wide variety of underserved and historically underserved minority communities, as well as work at the Wastewater Treatment Plant, which is a critical City infrastructure.

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

N/A - This work focuses on providing upgrades and repairs to the MLK Center which provide a significant number of programs and services for a wide variety of underserved and historically underserved minority communities, as well as work at the Wastewater Treatment Plant, which is a critical City infrastructure.

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 - This work focuses on providing upgrades and repairs to the MLK Center which provide a significant number of programs and services for a wide variety of underserved and historically underserved minority communities, as well as work at the Wastewater Treatment Plant, which is a critical City infrastructure.

Council Subcommittee Review

Fiscal Impact

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

Narrative

Approval of master value blanket to increase spending authority for OPR 2023-0978

Amount		Budget Account
Expense	$ 84,336.69	# 4320-43290-94350-56401-10220
Expense	$ 116,271.36	# 1780-95584-51010-54802-89020 MLK with sales
Expense	$ (608.05)	# To be funded from current year VB spending
Select	$	#
Select	$	#
Select	$	#

Funding Source	N/A
Funding Source Type	Program Revenue

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

Both projects are funded from local/program revenues. MLK labor will only have $18,105 available funding in 2025--Total 2025 funding in Fund 1780 is $198,000. The balance of the project should be completed in 2026. Otherwise, an SBO will be needed in 2025.

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	BYRD, GIACOBBE	PURCHASING	PRINCE, THEA
Division Director	BOSTON, MATTHEW		
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

Paul Bonner paulb@atsinlandnw.com	hbarnhart@spokanecity.org
sbrown@spokanecity.org	kbustos@spokanecity.org
laga@spokanecity.org	khougen@spokanecity.org
facilitiesaccounting@spokanecity.org	

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 09/22/2025

Committee Agenda type: Consent

Council Meeting Date: 10/20/2025

Date Rec'd	9/16/2025		
Clerk's File #	OPR 2023-0979		
Cross Ref #			
Project #			
Submitting Dept	FACILITIES MANAGEMENT	**Bid #**	
Contact Name/Phone	DAVE STEELE 625-6064	**Requisition #**	
Contact E-Mail	DSTEELE@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	PDILLON BWILKERSON MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** YES	
Agenda Item Name	FACILITIES MASTER HVAC MECHANICAL SYSTEMS & CONTROLS UPGRADES		

Agenda Wording

The Facilities Department, in partnership with the City Wastewater Department has scoped an HVAC controls replacement / upgrade for the City of Spokane Wastewater Treatment Plant. Also, in partnership with CHHS and the MLK Center, ATS will replace multiple pieces of equipment at the MLK Center. This will complete the installation of 7 pieces of new equipment HVAC equipment and required controls at the MLK Center along with the installation new comprehensive HVAC controls and accessories and required software integration at the City Wastewater Treatment Plant. This work will be completed under the existing master contract with ATS.

Summary (Background)

With the addition of these two major projects, we are asking to increase spending authority to cover both projects. This will increase the spending authority to at least $1,000,000.00 for the Installation contract OPR 2023-0979 with ATS Inland NW.

What impacts would the proposal have on historically excluded communities?

NA – This work focuses on providing upgrades and repairs to the MLK Center which provide a significant number of programs and services for a wide variety of underserved and historically underserved minority communities, as well as work at the Wastewater Treatment Plant, which is critical City infrastructure.

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

NA – This work focuses on providing upgrades and repairs to the MLK Center which provide a significant number of programs and services for a wide variety of underserved and historically underserved minority communities, as well as work at the Wastewater Treatment Plant, which is critical City infrastructure.

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

NA – This work focuses on providing upgrades and repairs to the MLK Center which provide a significant number of programs and services for a wide variety of underserved and historically underserved minority communities, as well as work at the Wastewater Treatment Plant, which is critical City infrastructure.

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

NA – This work focuses on providing upgrades and repairs to the MLK Center which provide a significant number of programs and services for a wide variety of underserved and historically underserved minority communities, as well as work at the Wastewater Treatment Plant, which is critical City infrastructure.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 1,000,000.00
Current Year Cost	$ 1,000,000.00
Subsequent Year(s) Cost	$

Narrative

Approval of master contract amendments to increase spending authority for Installation Labor Contract (OPR 2023-0979).

Amount		Budget Account
Expense	$ 437,976.50	# 4320-43290-94350-56401-10220 WW with sales
Expense	$ 176,234.69	# 1780-95584-51010-54802-89020 MLK with sales
Expense	$ 385,788.81	# Additional amount available for future projects
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Program Revenue

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

The labor for both projects are funded with local/program revenue.

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	TEAL, JEFFREY	ACCOUNTING -	BROWN, SKYLER
Division Director	BOSTON, MATTHEW		
Accounting Manager	BUSTOS, KIM		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

paulb@atsinlandnw.com	kbustos@spokanecity.org
hbarnhart@spokanecity.org	facilitiesaccounting@spokanecity.org
sbrown@spokanecity.org	laga@spokanecity.org
khougen@spokanecity.org	

City Clerk's No. OPR 2023-0979

CITY OF SPOKANE

CONTRACT AMENDMENT

Title: HVAC CONTROL SYSTEM INSTALL/REPLACE AND MAINTENANCE

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **ATS INLAND NW, LLC.**, whose address is 9507 East Sprague Avenue, Spokane Valley, Washington 99206 as ("Contractor"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide the As-Needed HVAC Control System Install/Replace and Maintenance for the City; and

WHEREAS, the City is authorized to expend ARPA funds for this contract amendment in accordance with Ordinance C36520, passed June 10, 2024, (section 1 (20)); and

WHEREAS, the Contractor agrees to comply with the General Terms and Conditions; and

WHEREAS, the City desires to provide and install a HVAC System for the Martin Luther King Community Center and the Wastewater Treatment Center under the above referenced Ordinance, requiring adding of funds to the original contract;

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

1. CONTRACT DOCUMENTS.
The Contract, dated September 27 and October 5, 2023, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This Contract Amendment shall become effective on September 22, 2025, and shall end September 30, 2026.

3. COMPENSATION.
The City shall pay an additional amount not to exceed **ONE MILLION AND NO/100 DOLLARS** (**$1,000,000.00**), plus applicable sales tax, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

ATS INLAND NW, LLC.

By_____
Signature Date

_____
Type or Print Name

_____
Title

CITY OF SPOKANE

By_____
Signature Date

_____
Type or Print Name

_____
Title

Attest:

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Attachments that are part of this Contract:
Exhibit A - Certification Regarding Debarment
Exhibit B – Contractor – Task Assignments #14 and 15 Labor & Installation and Task Assignments #14 and 15 Parts & Equipment
Attachment - ARP/CSLFRF CFDA 21.027
Attachment – General Terms and Conditions

25-201

EXHIBIT A

ATTACHMENT A - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION AND FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR Part 180.
(1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals: (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement 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 for or otherwise criminally or civilly charged by a governmental 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 Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
(2) The undersigned agrees by signing this Agreement 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 Agreement that it will include the following required certification, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions: <u>Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions</u> 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.
(4) The undersigned shall notify the City immediately that if it or a lower tier contractor become debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency during the period of performance of this Agreement.
(5) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
(6) I understand that a false statement of this certification may be grounds for termination of the Agreement.
By signing this Attachment, the Grantee indicates acceptance of and compliance with all requirements described above.

Go to next page.

Federal Funding Accountability and Transparency Act (FFATA) Certification	
The Federal Funding Accountability and Transparency Act (FFATA) seeks to provide the public with greater access to Federal spending information. Due to FFATA requirements, you are required to provide the following information which will be used by the City to comply with federal reporting requirements.	
If certain conditions are met, Grantee must provide names and total compensation of the top five highly compensated Executives. Please answer question 1, and follow the instructions. If directed to question 2, please answer and follow instructions.	
1. In Grantee's previous fiscal year, did Grantee receive (a) 80% or more of Grantee's annual gross revenues in U.S. Federal contracts and subcontracts and other Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320; AND (b) $25,000,000 or more in annual gross revenues from contracts and subcontracts and other Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320? Yes ☐ If yes, answer question 2 below. No ☐ If no, stop, you are not required to report names and compensation. Please sign and submit form with the Agreement.	
2. Does the public have access to information about the compensation of Grantee's Executives through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (15 U.S.C. 78(m)(a), 78o(d)), or section 6104 of the Internal Revenue Code of 1986? Yes ☐ If yes, stop, you are not required to report names and compensation. Please sign and submit form with the Agreement. No ☐ If no, you are required to report names and compensation. Please fill out the remainder of this form.	
Please provide the names and Total Compensation of the top five most highly compensated Executives in the space below.	
Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:
The Grantee certifies that the information contained on this form is true and accurate.	
By:	
Title:	
Date:	

EXHIBIT B

May 15, 2025

Task Assignment #14 Labor & Installation

MLK Community Center RTU and Condensing Units Replacements

ATS will replace the condensing units and indoor coils for two Air Handling Units (AHU-1, 2) that are in the central mechanical room where the boiler is located. One Roof Top Unit will also be replaced. These units have been determined to be inoperable in cooling mode. This includes demo and removal of existing equipment that is being replaced. Existing automation control system will be temporarily removed and reinstalled upon completion of equipment installation. Air balancing will be performed upon completion of equipment installation.

- New Condensing Units AHU-1 (qty of 3)
- New Condensing Units AHU-2 (qty of 1)
- New Indoor Coils AHU-1 and 2 (qty of 2)
- Roof Top Unit (qty of 1)

Assumptions / Clarifications

1) Proposal includes system design, programming, graphics and installation.
2) Proposal pricing for labor and installation. Does not include parts.
3) Proposal includes system checkout once the installation is complete to ensure a seamless transition to new software and hardware.
4) Proposal includes onsite training on new equipment.
5) Proposal excludes any work related to roofing.
6) Proposal assumes that work will occur in a subsequent manner and will not be phased out.
7) Proposal excludes applicable taxes.

- **Pricing for above mentioned project = $161,535**

Hourly Rate: $165
Hours Billed: 979

Pricing valid for period of 60 days from date of proposal.

Paul Bonner

ATS Inland NW

June 23, 2025

Task Assignment #15 Labor & Installation

Spokane Wastewater Control System Upgrade

ATS will extend the existing Spokane Wastewater Control system to include control and / or monitoring of the following equipment in the Administration, Process, Maintenance, Wharehouse, and Cogen Buildings.

- Process Building Exaust Fans 2-4 & Hood Exhaust Fans per points list
- Admin Area Terminal Units (qty of 12) per points list
- Maintenance & Warehouse Heat Exchanger per points list
- Admin AHU ASU-1 / Heat Pump 1 per points list
- Process Building SF-1 per points list
- Process Building BCU-1 MCC AHU per points list
- Process Building ASU-1 Lab AHU per points list
- Process Building ASU-2 Chiller Room AHU per points list
- Admin Lobby AHU ASU-3 per points list
- Supply Fan 3 (currently not controlled via CSN) per points list
- Admin S-1 (currently pneumatic) per points list
- Admin S-2 (currently pneumatic) per points list
- Process Building S-5 (currently pneumatic) per points list
- AHU-1 / Heat Exchanger per points list
- Maintenance Building Terminal Units (qty of 9) per points list
- Steam Unit Shop Heater per points list
- CoGen Boiler 4 and 5 per points list
- DT AHU-1 per points list
- DT AHU-2 per points list
- Blower Coil Unit per points list
- BC AHU-1 per points list
- BC AHU-2 MAU with EF-2 per points list
- Boiler Controls Chemical Feed System per points list
- Terminal Units (qty of 3) per points list
- Gas Compressor per points list

Assumptions / Clarifications

1) Proposal assumes work that doesn't interfere with onsite operations can be performed during normal business hours.
2) Proposal includes installation.
3) Proposal includes air balancing on air handlers and terminal units.
4) Proposal includes new valves for valves 4-6 and 10-21 on valve schedule. These are terminal unit valves for Admin and Lab areas.
5) Proposal assumes reuse of existing components as specified on points list.
6) Proposal includes new zone and duct temperature sensors for all equipment listed above.
7) Proposal includes Delta O3 Edge sensors (qty 2) and one (1) Setra differential pressure sensor for Lab Area.
8) Proposal includes system checkout once the installation is complete.
9) Proposal assumes that work will occur in a subsequent manner and will not be phased out.
10) Proposal excludes applicable taxes.

- **Pricing for above mentioned project = $401,445**

Hourly Rate: $165
Hours Billed: $2,433

Pricing valid for period of 60 days from date of proposal.

Paul Bonner

ATS Inland NW

License Information:

New search Back to results

Entity name: ATS INLAND NW LLC

Business name: ATS INLAND NW LLC

Entity type: Limited Liability Company

UBI #: 602-410-090

Business ID: 001

Location ID: 0001

Location: Active

Location address: 9507 E SPRAGUE AVE
SPOKANE VALLEY WA 99206-3616

Mailing address: 450 SHATTUCK AVE S
RENTON WA 98057-2427

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
Minor Work Permit				Active	May-31-2026	May-29-2025
Moses Lake General Business - Non-Resident	BUS2015-10232			Active	Jul-31-2026	Jul-13-2015
Spokane General Business - Non-Resident	T12032728BUS			Active	Jul-31-2026	Oct-15-2012
Spokane Valley General Business				Active	Jul-31-2026	May-23-2014

Owners and officers on file with the Department of Revenue

Owners and officers	Title
ALLEN, BRIAN	Member
KISSINGER, WILLIAM	Member

Registered Trade Names

Registered trade names	Status	First issued
ATS INLAND NW LLC	Active	Jan-31-2017

The Business Lookup information is updated nightly. Search date and time: 9/11/2025 1:24:10 PM

Check if your browser is supported

OPR 2023-0978 OPR 2023-0979-

OPR 2023-0980

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/02/2025

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
Niehl Insurance Agency
375 118th Ave Se #103
Bellevue WA 98005

CONTACT NAME:
PHONE (A/C, No, Ext): (425) 644-1600 FAX (A/C, No): (425) 644-2152
E-MAIL ADDRESS: info@niehlinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Ins Corp	42404
INSURER B : Liberty Mutual Fire Ins Co.	23035
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
ATS INLAND NW LLC
9507 E Sprague Ave
Spokane Valley WA 99206-

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			TB2-Z91-470525-025	06/01/2025	06/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			AS2-Z91-470525-015	06/01/2025	06/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			TH7-Z91-470525-035	06/01/2025	06/01/2026	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC2-Z91-470525-064 TB2-Z91-470525-025	10/01/2024 06/01/2025	10/01/2025 06/01/2026	X PER STATUTE X OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	INSTALLATION FLOATER			YM2-Z91-470525-055	06/01/2025	06/01/2026	LIMIT	$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: CITY OF SPOKANE SSP
CITY OF SPOKANE, ITS OFFICERS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT PER LC2058 AND CG2037. INSURANCE IS PRIMARY AND NON-CONTRIBUTORY. WAIVER OF SUBROGATION APPLIES PER CG2404.

RECEIVED
JUN 26 2025
CITY CLERK'S OFFICE

CERTIFICATE HOLDER
CITY OF SPOKANE
808 WEST SPOKANE FALLS BLVD.
SPOKANE WA 99201-

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

AUTHORIZED REPRESENTATIVE

AI 113533

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Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 09/22/2025

Committee Agenda type: Consent

Council Meeting Date: 10/20/2025

Date Rec'd	9/16/2025		
Clerk's File #	OPR 2023-1224		
Cross Ref #			
Project #			
Submitting Dept	FACILITIES MANAGEMENT	**Bid #**	RFQ 5873-23
Contact Name/Phone	DAVE STEELE 625-6064	**Requisition #**	
Contact E-Mail	DSTEELE@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	PDILLON BWILKERSON MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	FACILITIES WATER DEPARTMENT MAIN CAMPUS PHASE 2 REDESIGN -		

Agenda Wording

The Facilities Department, in partnership with the City Water Department, has contracted with Integrus Architecture to complete the Phase 1 & 2 Design work necessary to complete the rehabilitation of the Water Department Main Office on North Foothills Drive.

Summary (Background)

This phase completes the initial work begun on Phase 1. With updated Departmental input and accounting for unarticulated future Water Department Program needs, the facility program has been adjusted. This amendment provides for the necessary adjustments to the scope and fee for the architectural & Engineering teams to accommodate the changes and complete the permit & construction design package.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 236,357.00
Current Year Cost	$ 236,357.00
Subsequent Year(s) Cost	$

Narrative

Amount		Budget Account
Expense	$ 236,357.00	# 4100-42490-94340-56501-11027
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	

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

Approvals		Additional Approvals	
Dept Head	TEAL, JEFFREY	PURCHASING	
Division Director	BOSTON, MATTHEW		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

sclark@integrusarch.com	facilitiesaccounting@spokanecity.org
laga@spokanecity.org	rgennett@spokanecity.org
wateraccounting@spokanecity.org	khougen@spokanecity.org

City Clerk's No. OPR 2023-1224

CITY OF SPOKANE

CONTRACT AMENDMENT

Title: WATER DEPARTMENT MAIN CAMPUS OFFICE RENOVATION/RECONSTRUCTION

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **INTEGRUS ARCHITECTURE,** whose address is 10 S. Cedar St, Spokane, WA 99204, as ("Consultant"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to perform The Water Department Main Campus - Office Renovation/Reconstruction Design And Construction Management Services, and

WHEREAS, due to unforeseen conditions, additional work is required, thus the original Contract needs to be formally amended this written document; and

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

1. CONTRACT DOCUMENTS.
The Contract dated November 29, 2023 and November 30, 2023, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This Contract Amendment shall become effective on October 20, 2025, and shall end October 31, 2026.

3. ADDITIONAL WORK.
The original contract is amended to include the owner-directed changes to the interior layout and the addition of approximately 1,200 SF of building area, in accordance with Proposal dated August 11, 2025, attached hereto.

4. COMPENSATION.
The City shall pay an additional amount not to exceed **TWO HUNDRED THIRTY-SIX THOUSAND THREE HUNDRED FIFTY-SEVEN AND NO/100 DOLLARS** (**$236,357.00**), plus applicable sales tax, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

INTEGRUS ARCHITECTURE

By_____
Signature Date

_____
Type or Print Name

_____
Title

Attest:

_____
City Clerk

CITY OF SPOKANE

By_____
Signature Date

_____
Type or Print Name

_____
Title

Approved as to form:

_____
Assistant City Attorney

Attachments to this Amendment:
Consultant's August 11, 2025 Proposal

25-198

August 11, 2025

Mr. Dave Steele
Facilities Department
City of Spokane
808 W Spokane Falls Blvd
Spokane, WA 99201

RE: Additional Service Request – Phase 2 Redesign

Dear Mr. Steele:

We are pleased to submit the following proposal for additional services related to the redesign of the Phase 2 scope at the Spokane Water Department Administration Campus. This work is in response to owner-directed changes to the interior layout and the addition of approximately 1,200 SF of building area. Our proposal is based upon the scope of work necessary to coordinate and manage the consultant team providing mechanical/electrical and civil engineering services in support of the Phase 2 redesign. The scope of services described below includes a detailed description of our services and a summary of our proposed compensation.

SCOPE OF SERVICES & DELIVERABLES

Integrus Project Coordination:

Lead project kickoff and subsequent coordination meetings with City staff and consultant team.
Incorporate owner-directed layout revisions and building area expansion into Phase 2 plans and specifications.
Coordinate integration of MW Engineers' MEP redesign and AHBL's civil updates with the architectural work.
Manage updates to permit documents and respond to City plan review comments (assumed two rounds).
Provide bid-phase support, including preparation and coordination of addenda.
Oversee construction administration activities related to the redesign, including submittal/RFI review and periodic site observations to confirm work conforms to the design intent.

Consultant Deliverables (managed by Integrus):

MW Engineers: MEP redesign to incorporate revised interior layout, expanded building area, and associated system modifications, including Phase 2 sanitary sewer sump pump discharge design and programmatic redesign.
AHBL: Civil engineering revisions to reflect updated building footprint, associated grading, and utility plan modifications, as well as permit coordination.

ASSUMPTIONS & EXCLUSIONS

Scope is limited to redesign work associated with owner-directed changes and added building area.

No change in site boundary or relocation of the primary structure beyond the noted expansion.
No commissioning, energy modeling, or value engineering beyond basic coordination.

COMPENSATION

Compensation for Scope of Services

- Integrus will provide professional services based on the scope of services described above within the existing hourly CA contract. Should the scope of work change drastically, Integrus will request an increase in the Not-To-Exceed for CA.

Integrus Architecture & Structural Fixed Fee	$86,790.00

Consultants

MW Engineers Fixed Fee	
Phase 2 Design Completion	$10,640.00
Phase 2 Sanitary Sewer Sump Pump Discharge Design	$20,400.00
Programmatic Redesign of Phase 2	$54,950.00
Construction Administration	$33,720.00
AHBL Civil Engineering Fixed Fee	$14,300.00
AHBL Landscape Fixed Fee	$2,000.00
Consultant Subtotal	$135,970.00
Integrus Markup	$13,597.00
Consultant Fee	**$149,567.00**

Additional Services

Services requested beyond those included in this proposal, shall be considered additional services and will be billed either on an hourly basis or will be negotiated on a fixed fee basis.

Reimbursable Expenses

Reimbursable expenses, and any other charges incurred during the course of our work not directly provided by us, shall be billed at direct cost plus 10%. Direct expenses may include, but are not limited to, the following items: travel and per diem expenses, telephone, postage, mileage, printing and plotting, LEED registration, NREC/permitting fees, and miscellaneous.

Reimbursable Expenses	**$0.00**

TOTAL FEE PROPOSAL N.T.E.	**$236,357.00**

If you agree with the terms stated herein, please send a formal amendment for signature.

Please feel free to call if you have any questions concerning our proposal. Thank you for the opportunity to work with you on this project.

Sincerely,

INTEGRUS ARCHITECTURE, P.S.

Steven Clark, AIA

Architect | Associate Principal

x:\production\projects\civic\2022\22257.00 - water department phase 1\doc\1-1 owner-architect contract\admin building\add services\hvac water source add service.docx

pc: Bob Estlund, Integrus, Pam Costello, Integrus, Jeff Teal, City of Spokane

INTEGRUS

Exhibit B

Water Department Administration Building
City of Spokane

Integrus Project No.: 22257.00
Date: July 30, 2025

Hourly Rates

Compensation - Hourly Rates

Rates may be adjusted annually. The next adjustment will be July 1, 2026.

Hourly Rates are as follows:

Principal in Charge	$ 325.00	Experiential Designer	$ 165.00
Principal Designer	$ 325.00	Sr. Interior Designer	$ 185.00
Senior Designer	$ 255.00	Interior Designer	$ 155.00
Sr. Project Manager	$ 225.00	Sr. Administration	$ 125.00
Project Manager	$ 185.00	Administration	$ 115.00
Sr. Project Architect	$ 175.00	Engineer of Record	$ 325.00
Project Architect	$ 155.00	Structural Engineer	$ 225.00
Design Professional	$ 125.00	Professional Engineer	$ 185.00
Specifications Writer	$ 165.00	EIT /Structural Drafter	$ 155.00

PROFESSIONAL SERVICES

1. Phase 2 Design — **Lump Sum**

INTEGRUS ARCHITECTURE	*PIC* $325	*Princ. Des.* $325	*PM* $185	*PA* $155	*Arch Assoc* $125	*Spec Writer* $165	*Sr. Interiors* $185	*Admin.* $115	TOTAL
Service / Scope									
Programming Updates (Meetings & Programming)	1		8		12		16		
Redesign of Enlarged Addition & Consultant Coord.	1	4	12		20		24		
Phase 2 Bid Documents	4		40		80	32	40		
Phase 2 Permitting Updates	4		16		20		16		
Phase 2 bid Support	2		20			12			
Total hours per employee	12	4	96	-	132	44	96	-	
Total Integrus Architectural Fee	**$3,900**	**$1,300**	**$17,760**	**$0**	**$16,500**	**$7,260**	**$17,760**	**$0**	$64,480

INTEGRUS STRUCTURAL	*Engineer of Record* $325	*Project Engineer* $185	*Engineer in Training* $155	*Structural Drafter* $155	
Service / Scope					
Redesign of Enlarged Addition & Consultant Coord.	4	20			
Phase 2 Bid Documents	4	16	40	40	
Phase 2 Permitting Updates	2				
Total hours per employee	10	36	40	40	
Total Integrus Structrual Fee	**$3,250**	**$6,660**	**$6,200**	**$6,200**	$22,310

CONSULTANTS				
MW Engineers	*Ph 2 Design Completion*		10,600	
	Sanitary Sewer Sump Pump Discharge Design		20,400	
	Program Changes (Ph 2 Redesign)		54,950	
	Ph II - Construction Administration (hourly)		33,720	
AHBL Civil Engineering	*Redesign & Bid Docs*		14,300	
AHBL Landscape Architecture	*Redesign & Bid Docs*		2,000	
Total Consultants			$135,970	
Administration Fee/Mark Up		10.0%	13,597	
Total Consultants Plus Administration Fee				$149,567
			Phase 2 Design	**$236,357**

TOTAL PROFESSIONAL SERVICES	**$236,357**
ESTIMATED REIMBURSABLE EXPENSES	**$0**
TOTAL FEE	**$236,357**

MW Engineers

601 W First Ave, Ste 1300
Spokane, WA 99201, USA
509.838.9020
mwengineers.com

July 23, 2025

Bob Estlund, Steven Clark
Integrus Architecture
10 S Cedar St
Spokane, WA 99201

PROJECT: City of Spokane Water Department – Phase 2
CC: Mark Wilke, Dylan Cunningham, Karl Anderson – MW Engineers

RE: Engineering Fee Proposal

Dear Bob and Steven,

Thank you for providing MW the opportunity to continue working with Integrus on the second phase of the Spokane Water Department project. In accordance with your request, MW Consulting Engineers is pleased to submit this fee proposal to provide Mechanical and Electrical Engineering for the following Scope of Services for the below fixed lump sum fees:

- Phase 2 Design Completion: $10,640
- Phase 2 Sanitary Sewer Sump Pump Discharge Design: $20,400
- Programmatic Redesign of Phase 2: $54,950
- Construction Administration: $33,720
- **Total Engineering Service Fee: $119,710**

Scope of Services:

Design:
- Site visits for field investigation to verify existing conditions and proposed routing.
- Production of final stamped MEP drawings and specifications.
- Attendance in virtual consultant meetings.

Construction Administration:
- Allow office time for submittal review, RFI responses, and a total of eight (8) site visits during construction.
- Attendance in virtual construction meetings as required.

Potential Supplemental Services:
- Phase 2 Record Drawings: We propose to provide record drawings for the mechanical scope of work based on the contractor-provided field markups for a lump sum fee of **$2,400**.

Assumptions:
1. All assumptions and exclusions included within MW's original proposal dated September 1, 2023, apply unless noted otherwise within this proposal.
2. Design is anticipated to be based on the scope as understood from discussion between Bob Estlund and Luke Blanchart on 6/25/2025. The scope is understood to be limited to the following:
    a. Re-design of the office areas within the Phase 2 area.
    b. Addition of 1,200 SF to the existing building.

MW Engineers

601 W First Ave, Ste 1300
Spokane, WA 99201, USA
509.838.9020
mwengineers.com

3. Fire sprinkler design will be limited to an on-the-drawing specification for relocation of existing heads and minor branch pipe modifications.
4. Services exclude design and specification of radon mitigation systems.
5. This proposal assumes MW's work will be identified in a single construction document package with three part specifications.
6. Reimbursable expenses are not anticipated for this project.
7. Excludes:
    a. Incorporation of Contractor's mark-ups to create record drawing set as part of the basic services. A supplemental service has been provided for this effort if desired.
    b. Engineering and services not specifically outlined within this proposal.
    c. Value engineering services
    d. Constructability review
    e. Commissioning
    f. Demand metering, if necessary. The owner will provide 30-day demand metering of the existing electrical feeders and equipment based on the recommendations of the design team following preliminary field investigation.
    g. Photovoltaic (PV) system larger than the code minimum as required under the Washington State Energy Code.

Please advise MW if this proposal is acceptable, and do not hesitate to reach our if you have any questions.

Sincerely,

Anthony Schoen, PE
Principal, Mechanical Systems

Luke Blanchart, PE
Mechanical Project Manager

AUTHORIZATION FOR ADDITIONAL SERVICES

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SERVICES PROVIDED:

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DESCRIPTION OF WORK: ***REVISED***

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Civil Engineering – 2220986.10

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11. Provide a conformed Phase 2 plan set for construction purposes.

12. Attend the contractor during construction for the Phase 2 scope of work including review material submittals and respond to contractor questions RFIs.

Landscape Architecture – 2220986.40

Phase 2 Building Revisions – Task 5

1. Revise the Phase 2 landscape plans to reflect changes in the building footprint and the impacted planting areas needed.

2. Coordinate with you and the City for permitting protocol of the Phase 2 revisions including response to City comments and assume two rounds of comments.

3. Provide a conformed Phase 2 plan set for construction purposes.

BILLING SUMMARY:

Items	Description	Task No.	Amount
Civil Engineering – 2220986.10			
Item 13	Phase 1 Phase 2 Permit Drawings	11	500
Item 18	Senior Engineer Director	18	2000
Item 12	Phase 2 Building Revisions	11	800
Subtotal			**$14,300**
Landscape Architecture – 2220986.40			
Item 13	Phase 2 Building Revisions	15	**$2,000**
Total Additional Services			**$16,300**

AGREEMENT:

Client agrees to the scope additional services and additional compensation for Client agrees to authorize for Additional Services in accordance with the original Contract dated **March 1, 2024**. AHBL's receipt of a signed copy of Authorization for Additional Services shall constitute notice to proceed with performance.

Client Purchase Order No: _____

Client Name: _____

Signature: _____ **Date:** _____

Printed Name/Title: _____

AHBL Project Mgr. Signature: **Date:** 8□8□2025

AHBL Proj. Mgr. Printed Name: □□yl□r Bro□er□PE

☐ TACOMA
2215 North 30th Street, Suite 300
Tacoma, WA 98403-3350
253.383.2422 TEL

☐ SEATTLE
1200 6th Avenue, Suite 1620
Seattle, WA 98101-3117
206.267.2425 TEL

☒ SPOKANE
601 West Main Avenue, Suite 305
Spokane, WA 99201-0613
509.252.5019 TEL

☐ TRI-CITIES
5804 Road 90, Suite H
Pasco, WA 99301-8551
509.380.5883 TEL

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License Information:

New search Back to results

Entity name: INTEGRUS ARCHITECTURE, P.S.

Business name: INTEGRUS ARCHITECTURE, P.S.

Entity type: Professional Service Corporation

UBI #: 600-285-728

Business ID: 001

Location ID: 0001

Location: Active

Location address: 10 S CEDAR ST
SPOKANE WA 99201-6823

Mailing address: 10 S CEDAR ST
SPOKANE WA 99201-6823

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
Architect Firm			View Architects	Active	Jun-30-2026	Sep-02-2011
Minor Work Permit				Active	Jun-30-2026	Nov-07-2013
Richland General Business - Non-Resident				Active	Jun-30-2026	Jun-08-2023
Spokane General Business	T12088948BUS			Active	Jun-30-2026	Oct-15-2012

Page 1 of 2

Owners and officers on file with the Department of Revenue

Filter

Owners and officers	Title
BAIBAK, REBECCA	
BARNHART, BECKY	
BISSEN, MATTHEW	
CARTER, BRIAN	
CLARK, STEVEN	
DANIEL, THERESA	
DONNELLY, PATRICK	
GRAPER, ROBERT	
LARSEN, KANDIS	
LUEDEMAN, JEFFEREY	
NEIGER, STEVE	
ROBBINS, THOMAS	

Owners and officers	Title
SACHS, LORETTA	
SANDERSON, JESSICA	
SCHAFER, SAM	

Registered Trade Names

Registered trade names	Status	First issued
INTEGRUS ARCHITECTURE, P.S.	Active	Apr-17-1991
WMFL	Active	Oct-01-1986
YGH ARCHITECTURE	Active	Jul-19-2022

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 9/10/2025 9:31:44 AM

Contact us

How are we doing?
Take our survey!

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

Client#: 325330 INTEGARC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/03/2025

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

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

PRODUCER	CONTACT NAME: Wendy Christeson
USI Insurance Services NW CL 601 Union Street, Suite 1000 Seattle, WA 98101	PHONE (A/C, No, Ext): 206 441-6300 FAX (A/C, No): 610-362-8530 E-MAIL ADDRESS: wendy.christeson@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sentinel Insurance Company Ltd.	11000
INSURER B : Everest National Insurance Company	10120
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Integrus Architecture, P.S.
10 South Cedar St.
Spokane, WA 99204

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	52SBAAF6217	05/30/2025	05/30/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$2,000,000 $1,000,000 $10,000 $2,000,000 $4,000,000 $4,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X	X	52SBAAF6217	05/30/2025	05/30/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$2,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10,000	X		52SBAAF6217	05/30/2025	05/30/2026	EACH OCCURRENCE AGGREGATE $	$3,000,000 $3,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	52SBAAF6217 WA STOP GAP	05/30/2025	05/30/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
B	Professional Liability Incl Pollution		X	AAEP000833251	05/30/2025	05/30/2026	$5,000,000 per claim $5,000,000 annl aggr.	

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

RE: All Operations.

The General Liability and Automobile Liability policies include an automatic Additional Insured endorsement that provides Additional Insured status to City of Spokane, only when there is a written contract that requires such status, and only with regard to work performed by or on behalf of the named insured.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Gary D. Patterson

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AEKZR

BUSINESS LIABILITY COVERAGE FORM

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **C**. - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **G**. - Liability And Medical Expenses Definitions.

A. COVERAGES

1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

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

b. This insurance applies:

(1) To "bodily injury" and "property damage" only if:

(a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(b) The "bodily injury" or "property damage" occurs during the policy period; and

(c) Prior to the policy period, no insured listed under Paragraph **1.** of Section **C.** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

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

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

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

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(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.

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

e. Incidental Medical Malpractice

(1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:

(a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and

(b) You are not engaged in the business or occupation of providing such services.

(2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. MEDICAL EXPENSES

Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

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

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS

a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:

(1) All expenses we incur.

(2) Up to $1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

(3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

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

(5) All costs taxed against the insured in the "suit".

(6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

(7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under **(1)** through **(7)** above will not reduce the limits of insurance.

b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

(1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

(2) This insurance applies to such liability assumed by the insured;

(3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

(4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;

(5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

(6) The indemnitee:

(a) Agrees in writing to:

(i) Cooperate with us in the investigation, settlement or defense of the "suit";

(ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(iii) Notify any other insurer whose coverage is available to the indemnitee; and

(iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(b) Provides us with written authorization to:

(i) Obtain records and other information related to the "suit"; and

(ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph **1.b.(b)** of Section **B.** – Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

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

(1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or

(2) The conditions set forth above, or the terms of the agreement described in Paragraph **(6)** above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

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

(2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Contractual Liability

(1) "Bodily injury" or "property damage"; or

(2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

(a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

(i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and

(ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

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

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; 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.

d. Workers' Compensation And Similar Laws

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

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business, or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of **(1)** above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

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

f. Pollution

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this 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 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) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this 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 performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

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

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

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

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

g. Aircraft, Auto Or Watercraft

"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) Less than 51 feet long; and

(b) Not being used to carry persons 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 the operation of any of the equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

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

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

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

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

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

(1) Legal, accounting or advertising services;

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

(3) Supervisory, inspection, architectural or engineering activities;

(4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;

(5) Any health or therapeutic service treatment, advice or instruction;

(6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;

(7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

(8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting,demonstration or distribution of ophthalmic lenses and similar products;

(9) Any:

(a) Body piercing (not including ear piercing);

(b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and

(c) Similar services;

(10) Services in the practice of pharmacy; and

(11) Computer consulting, design or programming services, including web site design.

Paragraphs **(4)** and **(5)** of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph **1.e.** in Section **A.** - Coverages.

k. Damage To Property

"Property damage" to:

(1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

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

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section **D.** - Limits Of Insurance.

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

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

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

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

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

l. Damage To Your Product

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

m. Damage To Your Work

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

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

n. Damage To Impaired Property Or Property Not Physically Injured

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

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

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

o. Recall Of Products, Work Or Impaired Property

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

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

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

p. Personal And Advertising Injury

"Personal and advertising injury":

(1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;

(2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;

(3) Arising out of a criminal act committed by or at the direction of the insured;

(4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";

(5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";

(6) Arising out of the wrong description of the price of goods, products or services;

(7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

(a) Copyright;

(b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

(8) Arising out of an offense committed by an insured whose business is:

(a) Advertising, broadcasting, publishing or telecasting;

(b) Designing or determining content of web sites for others; or

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

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** under the definition of "personal and advertising injury" in Section **G.** – Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

(9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;

(10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;

(11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

(12) Arising out of:

(a) An "advertisement" for others on your web site;

(b) Placing a link to a web site of others on your web site;

(c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or

(d) Computer code, software or programming used to enable:

(i) Your web site; or

(ii) The presentation or functionality of an "advertisement" or other content on your web site;

(13) Arising out of a violation of any anti-trust law;

(14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or

(15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

q. 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".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

(3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning or Explosion

Exclusions **c.** through **h.** and **k.** through **o.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance.

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

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

c. Injury On Normally Occupied Premises

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

d. Workers' Compensation And Similar Laws

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

e. Athletics Activities

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

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

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

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

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

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

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

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

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

c. Temporary Custodians Of Your Property

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

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

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

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

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs **a.** through **f.** below are additional insureds when you have agreed, in a written

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section **F.** – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises; or

(b) In the performance of your ongoing operations performed by you or on your behalf.

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

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

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

e. Permits Issued By State Or Political Subdivisions

(1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

(1) Any other person or organization who is not an insured under Paragraphs **a.** through **e**. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if

(i) The written contract or written agreement requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

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

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

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

The limits of insurance that apply to additional insureds are described in Section **D.** – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E.** – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.

b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or

b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph **3.** above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

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

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

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

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

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or an additional insured is a partnership;

(3) Any manager, if you or an additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;

(5) Any trustee, if you or an additional insured is a trust; or

(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This Paragraph **f.** applies separately to you and any additional insured.

3. Financial Responsibility Laws

a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.

b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

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 Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

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

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **A.** – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **A.** – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

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

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

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

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

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

c. Method Of Sharing

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

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.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph **6.** (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section **C.**, Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

a. In the performance of your ongoing operations; or

b. In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

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

This insurance does not apply to:

(1) Any "occurrence" which takes place 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 person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

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

This insurance does not apply to:

(1) Any "occurrence" that takes place after you cease to lease that land; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision – Permits

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

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

This insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. The insurance afforded to the vendor is subject to the following additional exclusions:

(1) This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

a. Their financial control of you; or

b. Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations for the additional insured(s); or

(2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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

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

10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section **D.** – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E.** – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

a. (1) Radio;

(2) Television;

(3) Billboard;

(4) Magazine;

(5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

a. Injury;

b. Sickness; or

c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in **a.** above;

(2) The activities of a person whose home is in the territory described in **a**. above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

7. "Electronic data" means information, facts or programs:

a. Stored as or on;

b. Created or used on; or

c. Transmitted to or from

computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

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

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

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section **D.** – Liability and Medical Expenses Limits of Insurance.

b. A sidetrack agreement;

c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;

d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement; or

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

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

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

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

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

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

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

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

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

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

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

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, on which are permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

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

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

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

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

(1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written or electronic publication of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

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

19. "Products-completed operations hazard";

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

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

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

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

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

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or

(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

20. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.

As used in this definition, "electronic data" is not tangible property.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who:

a. Is not your "employee";

b. Donates his or her work;

c. Acts at the direction of and within the scope of duties determined by you; and

d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "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.

25. "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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT - AGGREGATE LIMITS (PER PROJECT)

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

A. Section **D.** LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE is amended as follows:

1. The General Aggregate Limit under Section **D.** LIABILITY AND MEDICAL EXPENSES LIMIT OF INSURANCE applies separately to each of your "projects".

2. The limits shown in the Declarations for Liability and Medical Expenses, Damage To Premises Rented To You and Medical Expenses continue to apply.

3. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit.

4. If the applicable "project" has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the "project" will still be deemed to be the same "project".

5. The provisions of Section **D.** LIABILITY AND MEDICAL EXPENSES LIMIT OF INSURANCE not otherwise modified by this endorsement shall continue to apply as stipulated.

B. Additional Definitions

The following definition is added to Section **G.** LIABILITY AND MEDICAL EXPENSES DEFINITIONS:

1. "Project" means "your work" at location(s) away from premises owned or rented to you.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AUTO AND NON-OWNED AUTO LIABILITY - WASHINGTON

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

This coverage is subject to all provisions in the **BUSINESS LIABILITY COVERAGE FORM** not expressly modified herein:

A. Amended Coverage:

Coverage is extended to "bodily injury" and "property damage" arising out of the use of a "hired auto" and "non-owned auto".

B. Paragraph **B., EXCLUSIONS**, is amended as follows:

1. Exclusion **g. Aircraft, Auto or Watercraft** does not apply to a "hired auto" that is a "non-owned auto".

2. Exclusion **e. Employers Liability** does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract".

3. Exclusion **f. Pollution** is replaced by the following:

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

a. That are, or that are contained in any property that is:

(1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";

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

(3) Being stored, disposed of, treated or processed in or upon the covered "auto".

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

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

(2) The "bodily injury" and "property damage" does not arise out of the operation of any equipment listed in paragraphs **15.b.** and **15.c.** of the definition of "mobile equipment".

Paragraphs **b**. and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage as a result of the maintenance or use of a covered "auto".

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4. With respect to this coverage, the following additional exclusions apply:

a. Fellow Employee

Coverage does not apply to "bodily injury" to any fellow "employee" of the "insured" arising out of the operation of an "auto" owned by the "insured" in the course of the fellow "employee's" employment.

b. Care, custody or control

Coverage does not apply to "property damage" involving property owned or transported by the "insured" or in the "insured's" care, custody or control.

C. With respect to the operation of a "hired auto" and "non-owned auto", Paragraph **C. WHO IS AN INSURED** is deleted and replaced by the following:

The following are "insureds":

a. You.

b. Your "employee" while using with your permission:

(1) An "auto" you hire or borrow; or

(2) An "auto" you don't own, hire or borrow in your business or personal affairs; or

(3) An "auto" hired or rented by your "employee" on your behalf and at your direction.

c. Anyone else while using a"hired" auto" or "non-owned auto" with your permission except:

(1) The owner or anyone else from whom you hire or borrow an " auto".

(2) Someone using an "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.

(3) Anyone other than your "employees", (partners if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from an "auto".

(4) A partner (if you are a partnership), or a member (if you are a limited liability company) for an "auto" owned by him or her or a member of his or her household.

d. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

D. With respect to the operation of a "hired auto" or "non-owned auto", the following additional conditions apply:

1. OTHER INSURANCE

a. Except for any liability assumed under an "insured contract" the insurance provided by this Coverage Form is excess over any other collectible insurance.

However, if your business is the selling, servicing, repairing, parking or storage of "autos", the insurance provided by this endorsement is primary when covered "bodily injury" or "property damage" arises out of the operation of a customer's auto by you or your employee".

b. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

2. TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US

If the Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

E. With respect to the operation of a "non-owned auto":

1. The EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY Exclusion applies only to "bodily injury" to any "employee" of the insured whose employment is not subject to the Industrial Insurance Act of Washington (Washington Revised Code Title 51).

   With respect to "bodily injury" to "employees" of the insured whose employment is subject to the Industrial Insurance Act of Washington, the EMPLOYEE INDEMNIFICATION AND

EMPLOYER'S LIABILITY Exclusion is replaced by the following:

This insurance does not apply to "bodily injury" to:

(a) An "employee" of the insured arising out of and in the course of employment by the insured; or

(b) Any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the insured under an "insured contract".

F. The following definitions are added:

LIABILITY AND MEDICAL EXPENSES DEFINITIONS:

A "non-owned auto" is an "auto" you do not own including but not limited to:

1. "Hired auto" means any "auto" you lease, hire, rent or borrow; this does not include any auto you lease, hire, rent or borrow from any of your "employees", your partners (if you are a partnership), members (if you are a limited liability company), or your "executive officers" or members of their households.

This does not include a long-term leased "auto" that you insure as an owned "auto" under any other

auto liability insurance policy or a temporary substitute for an "auto" you own that is out of service because of its breakdown, repair, servicing or destruction.

2. "Non-owned auto" means any "auto" that you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes:

a. "Autos" owned by your "employees" or partners (if you are a partnership), or members (if you are a limited liability company) or your "executive officers" or members of their households but only while used in your business or your personal affairs.

b. Customer's "auto" that is in your care, custody or control for service**.**

EXTENSION SCHEDULE OF UNDERLYING INSURANCE POLICIES

This extension schedule forms a part of the policy designated in the Declarations.

Carrier, Policy Number and Policy Period:

A. SENTINEL INSURANCE COMPANY, LIMITED

52 SBA AF6217 05/30/25 TO 05/30/26

Type of Coverage	Applicable Limits
(X) Business Liability - including:	Bodily Injury and Property Damage Liability Combined
	$2,000,000 each occurrence
	$4,000,000 general aggregate
Employees as Additional Insureds Contractual Liability Limited Non-Owned Watercraft Additional Insureds Damages To Premises Rented To You	Property Damage Liability $1,000,000 each occurrence
(X) Personal and Advertising Injury	$2,000,000
(X) Products/Completed Operations	$4,000,000 Prod./Comp. Ops. aggregate
(X) Hired Auto and Non-Owned Auto	$2,000,000 Limit of Liability

B.

( ) Comprehensive Automobile Liability - Owned Automobiles	Bodily Injury Liability each person each accident Property Damage Liability each accident
( ) Non-Owned Automobiles	
( ) Hired Automobiles	Bodily Injury and Property Damage Liability Combined each accident
( ) Uninsured Motorist	each occurrence

C. THE HARTFORD 10WECBJ1LU4 05/30/25 TO 05/30/26

(X) Employer's Liability	$1,000,000 each accident* $1,000,000 each employee by disease* $1,000,000 total policy by disease*

D.

( ) Liquor Liability

An "X" marked in the box indicates the coverage is provided in the Underlying Policies.

(Note Maintenance of Underlying Insurance Condition SX 80 02 or SX 80 03)

*Except that in any jurisdiction where the amount of Employers Liability Coverage afforded by the underlying insurer is by law unlimited, the limit stated does not apply and the policy of which this extension schedule forms a part shall afford no insurance with respect to Employers Liability in such jurisdiction.

EXTENSION SCHEDULE OF UNDERLYING INSURANCE POLICIES (Continued)

POLICY NUMBER: 52 SBA AF6217

Carrier, Policy Number and Policy Period:
E.

Type of Coverage	Applicable Limits
( ) Foreign Commercial General Liability- including:	each occurrence
Personal and Advertising Injury	Personal and Advertising Injury aggregate
Products/Completed Operations	Products/Completed Operations aggregate
( ) Foreign Contingent Auto Liability	each accident
( ) Foreign Employer's Liability	each accident * each employee by disease* total policy by disease*

An "X" marked in the box indicates the coverage is provided in the Underlying Policies.

(Note Maintenance of Underlying Insurance Condition SX 80 02 or SX 80 03)

*Except that in any jurisdiction where the amount of Employers Liability Coverage afforded by the underlying insurer is by law unlimited, the limit stated does not apply and the policy of which this extension schedule forms a part shall afford no insurance with respect to Employers Liability in such jurisdiction.

2. No **Extended Reporting Period** is available to any **Insured** who is suspended or resigns from the practice of providing **Professional Services** in lieu of suspension, in any state where the **Insured** has a license or right to provide **Professional Services**.
3. There shall be no coverage for any **Claim(s)** otherwise subject to coverage under this Section VII, if there is any other insurance in effect that would apply to such **Claim(s)**.
4. No **Extended Reporting Period** is renewable.
5. The Limit of Liability applicable to any **Extended Reporting Period** shall be part of, and not in addition to, the Limit of Liability for the **Policy Period** and the fact that the coverage provided by this Policy may be extended by the purchase or availability of an **Extended Reporting Period** shall not in any way renew, replenish or increase the Aggregate Limit of Liability stated in ITEM 3 of the Declarations nor change the scope of coverage available under this Policy.
6. An offer of renewal terms, conditions or premiums different from those in effect prior to renewal shall not constitute a refusal to renew for purposes of this extension of coverage.
7. All notices and premium payments made under this Section VII shall be submitted to the Insurer by the **Named Insured**.

SECTION VIII - ORGANIZATIONAL CHANGES

Acquisition of the Named Insured

If, during the **Policy Period**, either of the following events occur:

1. the acquisition of the **Named Insured**, or of all or substantially all of its assets, by another entity; or
2. the merger or consolidation of the **Named Insured** into or with another entity such that the **Named Insured** is not the surviving entity;

then coverage under this Policy will continue in full force and effect until termination of this Policy, but only with respect to a **Claim** for a **Wrongful Act** or **Interrelated Wrongful Acts** taking place prior to such merger or acquisition. As of the effective date of the merger of acquisition, coverage under this Policy will cease with respect to **Claims** for a **Wrongful Act** or **Interrelated Wrongful Acts** taking place after such merger or acquisition. This Policy may not be cancelled after the effective time of such merger or acquisition, and the entire premium for this Policy shall be deemed fully earned as of such time.

SECTION IX - OTHER INSURANCE

If **Loss** resulting from any **Claim** is insured under any other valid and collectible professional liability, cyber liability, general liability or similar insurance to the insurance provided under this Policy, then this Policy shall apply only excess to the deductible or retention, if applicable, and limit of liability of such other insurance whether such other insurance is stated to be primary, pro rata, contributory, excess, contingent or otherwise, unless such other insurance is written specifically excess over the Limits of Liability provided in this Policy.

SECTION X - SUBROGATION

In the event of any payment under this Policy, the Insurer shall be subrogated to all of the **Insured's** rights of recovery against any person or organization, including any rights the **Insured** may have against any other **Insured** who personally participated or personally acquiesced in or remained passive after having knowledge of any dishonest, intentionally wrongful, fraudulent, criminal, or malicious act, error or omission. The **Insured** shall do whatever is necessary to secure and collect upon such right. The **Insured** shall do nothing to prejudice such rights. Provided however, if the **Insured** has waived its rights to subrogate against a third party through a written agreement made before a circumstance or **Wrongful Act** giving rise to a **Claim** or **Loss** has occurred, then the Insurer waives its rights to subrogation against such third party.

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License Information:

New search Back to results

Entity name: INTEGRUS ARCHITECTURE, P.S.

Business name: INTEGRUS ARCHITECTURE, P.S.

Entity type: Professional Service Corporation

UBI #: 600-285-728

Business ID: 001

Location ID: 0001

Location: Active

Location address: 10 S CEDAR ST
SPOKANE WA 99201-6823

Mailing address: 10 S CEDAR ST
SPOKANE WA 99201-6823

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
Architect Firm			View Architects	Active	Jun-30-2026	Sep-02-2011
Minor Work Permit				Active	Jun-30-2026	Nov-07-2013
Richland General Business - Non-Resident				Active	Jun-30-2026	Jun-08-2023
Spokane General Business	T12088948BUS			Active	Jun-30-2026	Oct-15-2012

Page 1 of 2

Owners and officers on file with the Department of Revenue

Filter

Owners and officers	Title
BAIBAK, REBECCA	
BARNHART, BECKY	
BISSEN, MATTHEW	
CARTER, BRIAN	
CLARK, STEVEN	
DANIEL, THERESA	
DONNELLY, PATRICK	
GRAPER, ROBERT	
LARSEN, KANDIS	
LUEDEMAN, JEFFEREY	
NEIGER, STEVE	
ROBBINS, THOMAS	

Owners and officers	Title
SACHS, LORETTA	
SANDERSON, JESSICA	
SCHAFER, SAM	

Registered Trade Names

Registered trade names	Status	First issued
INTEGRUS ARCHITECTURE, P.S.	Active	Apr-17-1991
WMFL	Active	Oct-01-1986
YGH ARCHITECTURE	Active	Jul-19-2022

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 9/10/2025 9:31:44 AM

Contact us

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

Client#: 325330 INTEGARC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/03/2025

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

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

PRODUCER	CONTACT NAME: Wendy Christeson
USI Insurance Services NW CL 601 Union Street, Suite 1000 Seattle, WA 98101	PHONE (A/C, No, Ext): 206 441-6300 FAX (A/C, No): 610-362-8530 E-MAIL ADDRESS: wendy.christeson@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sentinel Insurance Company Ltd.	11000
INSURER B : Everest National Insurance Company	10120
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Integrus Architecture, P.S.
10 South Cedar St.
Spokane, WA 99204

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	52SBAAF6217	05/30/2025	05/30/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$2,000,000 $1,000,000 $10,000 $2,000,000 $4,000,000 $4,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X	X	52SBAAF6217	05/30/2025	05/30/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$2,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10,000	X		52SBAAF6217	05/30/2025	05/30/2026	EACH OCCURRENCE AGGREGATE $	$3,000,000 $3,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	52SBAAF6217 WA STOP GAP	05/30/2025	05/30/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
B	Professional Liability Incl Pollution		X	AAEP000833251	05/30/2025	05/30/2026	$5,000,000 per claim $5,000,000 annl aggr.	

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

RE: All Operations.

The General Liability and Automobile Liability policies include an automatic Additional Insured endorsement that provides Additional Insured status to City of Spokane, only when there is a written contract that requires such status, and only with regard to work performed by or on behalf of the named insured.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Gary D. Patterson

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AEKZR

BUSINESS LIABILITY COVERAGE FORM

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **C**. - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **G**. - Liability And Medical Expenses Definitions.

A. COVERAGES

1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

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

b. This insurance applies:

(1) To "bodily injury" and "property damage" only if:

(a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(b) The "bodily injury" or "property damage" occurs during the policy period; and

(c) Prior to the policy period, no insured listed under Paragraph **1.** of Section **C.** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

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

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

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

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(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.

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

e. Incidental Medical Malpractice

(1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:

(a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and

(b) You are not engaged in the business or occupation of providing such services.

(2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. MEDICAL EXPENSES

Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

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

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS

a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:

(1) All expenses we incur.

(2) Up to $1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

(3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

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

(5) All costs taxed against the insured in the "suit".

(6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

(7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under **(1)** through **(7)** above will not reduce the limits of insurance.

b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

(1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

(2) This insurance applies to such liability assumed by the insured;

(3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

(4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;

(5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

(6) The indemnitee:

(a) Agrees in writing to:

(i) Cooperate with us in the investigation, settlement or defense of the "suit";

(ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(iii) Notify any other insurer whose coverage is available to the indemnitee; and

(iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(b) Provides us with written authorization to:

(i) Obtain records and other information related to the "suit"; and

(ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph **1.b.(b)** of Section **B.** – Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

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

(1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or

(2) The conditions set forth above, or the terms of the agreement described in Paragraph **(6)** above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

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

(2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Contractual Liability

(1) "Bodily injury" or "property damage"; or

(2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

(a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

(i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and

(ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

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

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; 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.

d. Workers' Compensation And Similar Laws

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

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business, or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of **(1)** above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

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

f. Pollution

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this 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 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) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this 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 performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

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

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

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

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

g. Aircraft, Auto Or Watercraft

"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) Less than 51 feet long; and

(b) Not being used to carry persons 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 the operation of any of the equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

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

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

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

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

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

(1) Legal, accounting or advertising services;

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

(3) Supervisory, inspection, architectural or engineering activities;

(4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;

(5) Any health or therapeutic service treatment, advice or instruction;

(6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;

(7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

(8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting,demonstration or distribution of ophthalmic lenses and similar products;

(9) Any:

(a) Body piercing (not including ear piercing);

(b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and

(c) Similar services;

(10) Services in the practice of pharmacy; and

(11) Computer consulting, design or programming services, including web site design.

Paragraphs **(4)** and **(5)** of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph **1.e.** in Section **A.** - Coverages.

k. Damage To Property

"Property damage" to:

(1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

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

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section **D.** - Limits Of Insurance.

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

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

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

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

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

l. Damage To Your Product

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

m. Damage To Your Work

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

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

n. Damage To Impaired Property Or Property Not Physically Injured

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

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

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

o. Recall Of Products, Work Or Impaired Property

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

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

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

p. Personal And Advertising Injury

"Personal and advertising injury":

(1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;

(2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;

(3) Arising out of a criminal act committed by or at the direction of the insured;

(4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";

(5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";

(6) Arising out of the wrong description of the price of goods, products or services;

(7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

(a) Copyright;

(b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

(8) Arising out of an offense committed by an insured whose business is:

(a) Advertising, broadcasting, publishing or telecasting;

(b) Designing or determining content of web sites for others; or

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

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** under the definition of "personal and advertising injury" in Section **G.** – Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

(9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;

(10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;

(11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

(12) Arising out of:

(a) An "advertisement" for others on your web site;

(b) Placing a link to a web site of others on your web site;

(c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or

(d) Computer code, software or programming used to enable:

(i) Your web site; or

(ii) The presentation or functionality of an "advertisement" or other content on your web site;

(13) Arising out of a violation of any anti-trust law;

(14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or

(15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

q. 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".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

(3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning or Explosion

Exclusions **c.** through **h.** and **k.** through **o.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance.

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

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

c. Injury On Normally Occupied Premises

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

d. Workers' Compensation And Similar Laws

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

e. Athletics Activities

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

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

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

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

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

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

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

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

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

c. Temporary Custodians Of Your Property

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

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

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

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

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs **a.** through **f.** below are additional insureds when you have agreed, in a written

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section **F.** – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises; or

(b) In the performance of your ongoing operations performed by you or on your behalf.

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

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

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

e. Permits Issued By State Or Political Subdivisions

(1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

(1) Any other person or organization who is not an insured under Paragraphs **a.** through **e**. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if

(i) The written contract or written agreement requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

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

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

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

The limits of insurance that apply to additional insureds are described in Section **D.** – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E.** – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.

b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or

b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph **3.** above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

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

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

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

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

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or an additional insured is a partnership;

(3) Any manager, if you or an additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;

(5) Any trustee, if you or an additional insured is a trust; or

(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This Paragraph **f.** applies separately to you and any additional insured.

3. Financial Responsibility Laws

a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.

b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

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 Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

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

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **A.** – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **A.** – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

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

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

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

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

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

c. Method Of Sharing

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

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.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph **6.** (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section **C.**, Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

a. In the performance of your ongoing operations; or

b. In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

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

This insurance does not apply to:

(1) Any "occurrence" which takes place 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 person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

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

This insurance does not apply to:

(1) Any "occurrence" that takes place after you cease to lease that land; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision – Permits

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

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

This insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. The insurance afforded to the vendor is subject to the following additional exclusions:

(1) This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

a. Their financial control of you; or

b. Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations for the additional insured(s); or

(2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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

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

10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section **D.** – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E.** – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

a. (1) Radio;

(2) Television;

(3) Billboard;

(4) Magazine;

(5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

a. Injury;

b. Sickness; or

c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in **a.** above;

(2) The activities of a person whose home is in the territory described in **a**. above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

7. "Electronic data" means information, facts or programs:

a. Stored as or on;

b. Created or used on; or

c. Transmitted to or from

computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

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

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

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section **D.** – Liability and Medical Expenses Limits of Insurance.

b. A sidetrack agreement;

c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;

d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement; or

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

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

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

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

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

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

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

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

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

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

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

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, on which are permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

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

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

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

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

(1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written or electronic publication of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

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

19. "Products-completed operations hazard";

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

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

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

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

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

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or

(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

20. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.

As used in this definition, "electronic data" is not tangible property.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who:

a. Is not your "employee";

b. Donates his or her work;

c. Acts at the direction of and within the scope of duties determined by you; and

d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "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.

25. "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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT - AGGREGATE LIMITS (PER PROJECT)

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

A. Section **D.** LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE is amended as follows:

1. The General Aggregate Limit under Section **D.** LIABILITY AND MEDICAL EXPENSES LIMIT OF INSURANCE applies separately to each of your "projects".

2. The limits shown in the Declarations for Liability and Medical Expenses, Damage To Premises Rented To You and Medical Expenses continue to apply.

3. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit.

4. If the applicable "project" has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the "project" will still be deemed to be the same "project".

5. The provisions of Section **D.** LIABILITY AND MEDICAL EXPENSES LIMIT OF INSURANCE not otherwise modified by this endorsement shall continue to apply as stipulated.

B. Additional Definitions

The following definition is added to Section **G.** LIABILITY AND MEDICAL EXPENSES DEFINITIONS:

1. "Project" means "your work" at location(s) away from premises owned or rented to you.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AUTO AND NON-OWNED AUTO LIABILITY - WASHINGTON

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

This coverage is subject to all provisions in the **BUSINESS LIABILITY COVERAGE FORM** not expressly modified herein:

A. Amended Coverage:

Coverage is extended to "bodily injury" and "property damage" arising out of the use of a "hired auto" and "non-owned auto".

B. Paragraph **B., EXCLUSIONS**, is amended as follows:

1. Exclusion **g. Aircraft, Auto or Watercraft** does not apply to a "hired auto" that is a "non-owned auto".

2. Exclusion **e. Employers Liability** does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract".

3. Exclusion **f. Pollution** is replaced by the following:

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

a. That are, or that are contained in any property that is:

(1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";

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

(3) Being stored, disposed of, treated or processed in or upon the covered "auto".

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

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

(2) The "bodily injury" and "property damage" does not arise out of the operation of any equipment listed in paragraphs **15.b.** and **15.c.** of the definition of "mobile equipment".

Paragraphs **b**. and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage as a result of the maintenance or use of a covered "auto".

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4. With respect to this coverage, the following additional exclusions apply:

a. Fellow Employee

Coverage does not apply to "bodily injury" to any fellow "employee" of the "insured" arising out of the operation of an "auto" owned by the "insured" in the course of the fellow "employee's" employment.

b. Care, custody or control

Coverage does not apply to "property damage" involving property owned or transported by the "insured" or in the "insured's" care, custody or control.

C. With respect to the operation of a "hired auto" and "non-owned auto", Paragraph **C. WHO IS AN INSURED** is deleted and replaced by the following:

The following are "insureds":

a. You.

b. Your "employee" while using with your permission:

(1) An "auto" you hire or borrow; or

(2) An "auto" you don't own, hire or borrow in your business or personal affairs; or

(3) An "auto" hired or rented by your "employee" on your behalf and at your direction.

c. Anyone else while using a"hired" auto" or "non-owned auto" with your permission except:

(1) The owner or anyone else from whom you hire or borrow an " auto".

(2) Someone using an "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.

(3) Anyone other than your "employees", (partners if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from an "auto".

(4) A partner (if you are a partnership), or a member (if you are a limited liability company) for an "auto" owned by him or her or a member of his or her household.

d. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

D. With respect to the operation of a "hired auto" or "non-owned auto", the following additional conditions apply:

1. OTHER INSURANCE

a. Except for any liability assumed under an "insured contract" the insurance provided by this Coverage Form is excess over any other collectible insurance.

However, if your business is the selling, servicing, repairing, parking or storage of "autos", the insurance provided by this endorsement is primary when covered "bodily injury" or "property damage" arises out of the operation of a customer's auto by you or your employee".

b. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

2. TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US

If the Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

E. With respect to the operation of a "non-owned auto":

1. The EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY Exclusion applies only to "bodily injury" to any "employee" of the insured whose employment is not subject to the Industrial Insurance Act of Washington (Washington Revised Code Title 51).

   With respect to "bodily injury" to "employees" of the insured whose employment is subject to the Industrial Insurance Act of Washington, the EMPLOYEE INDEMNIFICATION AND

EMPLOYER'S LIABILITY Exclusion is replaced by the following:

This insurance does not apply to "bodily injury" to:

(a) An "employee" of the insured arising out of and in the course of employment by the insured; or

(b) Any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the insured under an "insured contract".

F. The following definitions are added:

LIABILITY AND MEDICAL EXPENSES DEFINITIONS:

A "non-owned auto" is an "auto" you do not own including but not limited to:

1. "Hired auto" means any "auto" you lease, hire, rent or borrow; this does not include any auto you lease, hire, rent or borrow from any of your "employees", your partners (if you are a partnership), members (if you are a limited liability company), or your "executive officers" or members of their households.

This does not include a long-term leased "auto" that you insure as an owned "auto" under any other

auto liability insurance policy or a temporary substitute for an "auto" you own that is out of service because of its breakdown, repair, servicing or destruction.

2. "Non-owned auto" means any "auto" that you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes:

a. "Autos" owned by your "employees" or partners (if you are a partnership), or members (if you are a limited liability company) or your "executive officers" or members of their households but only while used in your business or your personal affairs.

b. Customer's "auto" that is in your care, custody or control for service**.**

EXTENSION SCHEDULE OF UNDERLYING INSURANCE POLICIES

This extension schedule forms a part of the policy designated in the Declarations.

Carrier, Policy Number and Policy Period:

A. SENTINEL INSURANCE COMPANY, LIMITED

52 SBA AF6217 05/30/25 TO 05/30/26

Type of Coverage	Applicable Limits
(X) Business Liability - including:	Bodily Injury and Property Damage Liability Combined
	$2,000,000 each occurrence
	$4,000,000 general aggregate
Employees as Additional Insureds Contractual Liability Limited Non-Owned Watercraft Additional Insureds Damages To Premises Rented To You	Property Damage Liability $1,000,000 each occurrence
(X) Personal and Advertising Injury	$2,000,000
(X) Products/Completed Operations	$4,000,000 Prod./Comp. Ops. aggregate
(X) Hired Auto and Non-Owned Auto	$2,000,000 Limit of Liability

B.

( ) Comprehensive Automobile Liability - Owned Automobiles	Bodily Injury Liability each person each accident Property Damage Liability each accident
( ) Non-Owned Automobiles	
( ) Hired Automobiles	Bodily Injury and Property Damage Liability Combined each accident
( ) Uninsured Motorist	each occurrence

C. THE HARTFORD 10WECBJ1LU4 05/30/25 TO 05/30/26

(X) Employer's Liability	$1,000,000 each accident* $1,000,000 each employee by disease* $1,000,000 total policy by disease*

D.

( ) Liquor Liability

An "X" marked in the box indicates the coverage is provided in the Underlying Policies.

(Note Maintenance of Underlying Insurance Condition SX 80 02 or SX 80 03)

*Except that in any jurisdiction where the amount of Employers Liability Coverage afforded by the underlying insurer is by law unlimited, the limit stated does not apply and the policy of which this extension schedule forms a part shall afford no insurance with respect to Employers Liability in such jurisdiction.

EXTENSION SCHEDULE OF UNDERLYING INSURANCE POLICIES (Continued)

POLICY NUMBER: 52 SBA AF6217

Carrier, Policy Number and Policy Period:
E.

Type of Coverage	Applicable Limits
( ) Foreign Commercial General Liability- including:	each occurrence
Personal and Advertising Injury	Personal and Advertising Injury aggregate
Products/Completed Operations	Products/Completed Operations aggregate
( ) Foreign Contingent Auto Liability	each accident
( ) Foreign Employer's Liability	each accident * each employee by disease* total policy by disease*

An "X" marked in the box indicates the coverage is provided in the Underlying Policies.

(Note Maintenance of Underlying Insurance Condition SX 80 02 or SX 80 03)

*Except that in any jurisdiction where the amount of Employers Liability Coverage afforded by the underlying insurer is by law unlimited, the limit stated does not apply and the policy of which this extension schedule forms a part shall afford no insurance with respect to Employers Liability in such jurisdiction.

2. No **Extended Reporting Period** is available to any **Insured** who is suspended or resigns from the practice of providing **Professional Services** in lieu of suspension, in any state where the **Insured** has a license or right to provide **Professional Services**.
3. There shall be no coverage for any **Claim(s)** otherwise subject to coverage under this Section VII, if there is any other insurance in effect that would apply to such **Claim(s)**.
4. No **Extended Reporting Period** is renewable.
5. The Limit of Liability applicable to any **Extended Reporting Period** shall be part of, and not in addition to, the Limit of Liability for the **Policy Period** and the fact that the coverage provided by this Policy may be extended by the purchase or availability of an **Extended Reporting Period** shall not in any way renew, replenish or increase the Aggregate Limit of Liability stated in ITEM 3 of the Declarations nor change the scope of coverage available under this Policy.
6. An offer of renewal terms, conditions or premiums different from those in effect prior to renewal shall not constitute a refusal to renew for purposes of this extension of coverage.
7. All notices and premium payments made under this Section VII shall be submitted to the Insurer by the **Named Insured**.

SECTION VIII - ORGANIZATIONAL CHANGES

Acquisition of the Named Insured

If, during the **Policy Period**, either of the following events occur:

1. the acquisition of the **Named Insured**, or of all or substantially all of its assets, by another entity; or
2. the merger or consolidation of the **Named Insured** into or with another entity such that the **Named Insured** is not the surviving entity;

then coverage under this Policy will continue in full force and effect until termination of this Policy, but only with respect to a **Claim** for a **Wrongful Act** or **Interrelated Wrongful Acts** taking place prior to such merger or acquisition. As of the effective date of the merger of acquisition, coverage under this Policy will cease with respect to **Claims** for a **Wrongful Act** or **Interrelated Wrongful Acts** taking place after such merger or acquisition. This Policy may not be cancelled after the effective time of such merger or acquisition, and the entire premium for this Policy shall be deemed fully earned as of such time.

SECTION IX - OTHER INSURANCE

If **Loss** resulting from any **Claim** is insured under any other valid and collectible professional liability, cyber liability, general liability or similar insurance to the insurance provided under this Policy, then this Policy shall apply only excess to the deductible or retention, if applicable, and limit of liability of such other insurance whether such other insurance is stated to be primary, pro rata, contributory, excess, contingent or otherwise, unless such other insurance is written specifically excess over the Limits of Liability provided in this Policy.

SECTION X - SUBROGATION

In the event of any payment under this Policy, the Insurer shall be subrogated to all of the **Insured's** rights of recovery against any person or organization, including any rights the **Insured** may have against any other **Insured** who personally participated or personally acquiesced in or remained passive after having knowledge of any dishonest, intentionally wrongful, fraudulent, criminal, or malicious act, error or omission. The **Insured** shall do whatever is necessary to secure and collect upon such right. The **Insured** shall do nothing to prejudice such rights. Provided however, if the **Insured** has waived its rights to subrogate against a third party through a written agreement made before a circumstance or **Wrongful Act** giving rise to a **Claim** or **Loss** has occurred, then the Insurer waives its rights to subrogation against such third party.

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Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 09/22/2025

Committee Agenda type: Consent

Council Meeting Date: 10/20/2025

Date Rec'd	8/26/2025		
Clerk's File #	OPR 2025-0701		
Cross Ref #			
Project #			
Submitting Dept	FACILITIES MANAGEMENT	**Bid #**	PW ITB #6408-25
Contact Name/Phone	DAVE STEELE 625-6064	**Requisition #**	CR27836
Contact E-Mail	DSTEELE@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	PDILLON MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	FACILITIES CITY HALL - BUILDING BACKUP GENERATOR REPLACEMENT -		

Agenda Wording

The City of Spokane's existing City Hall back up generator has reached its end of useful service life.

Summary (Background)

The City of Spokane's existing City Hall back up generator has reached its end of useful service life. This contract with Triumph Electric LLC at 8902 S. Stevens Creek Rd. Spokane, WA 992223 completes the replacement of the generator with an equal capacity generator. This replacement allows the City to transition to a cleaner fueled natural gas generator (replacing the existing diesel equipment). Triumph Electric LLC was the low bidder at $140,669.00. We are asking for 10% contingency in addition to the bid amount.

What impacts would the proposal have on historically excluded communities?

As a critical City service, City Hall provides services to all areas of the City.

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

No data will be collected.

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

As a critical City service, City Hall provides services to all areas of the city.

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?

Transitioning to cleaner fueled natural gas generator

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$** 153,469.88
Current Year Cost	**$** 153,469.88
Subsequent Year(s) Cost	**$** 0

Narrative

Amount		**Budget Account**
Expense	**$** 153,469.88	**#** 5904-71300-94180-56401-59015
Expense	**$** 14,066.90	**#** 5904-71300-94180-56401-59015 (Admin Reserve)
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	One-Time
Funding Source Type	Program Revenue

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

N/A

Expense Occurrence	One-Time

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

Approvals		**Additional Approvals**	
Dept Head	TEAL, JEFFREY	**PURCHASING**	WAHL, CONNIE
Division Director	BOSTON, MATTHEW		
Accounting Manager	BUSTOS, KIM		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
keith@triumph26.com	sean@triumph26.com
khougen@spokanecity.org	tprince@spokanecity.org
kbustos@spokanecity.org	jteal@spokanecity.org
laga@spokanecity.org	klong@spokanecity.org
ewickert@spokanecity.org	facilitiesaccounting@spokanecity.org

City Clerk's No. OPR 2025-0701

City of Spokane

PUBLIC WORKS CONTRACT

GENERATOR PURCHASE AND INSTALLATION

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **TRIUMPH ELECTRIC, LLC**, whose address is 8902 Stevens Creek Road, Spokane, Washington 99223 as ("Contractor"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the purpose of this Agreement is to provide Generator Purchase and Installation with Removal and Disposal of Existing Generator; and

WHEREAS, the Contractor was selected from an PW-ITB 6408-25.

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

1. TERM OF AGREEMENT.
The term of this Agreement begins on October 15, 2025, and ends on June 30, 2026, unless amended by written agreement or terminated earlier under the provisions

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

3. SCOPE OF WORK.
The General Scope of Work for this Agreement is described in Contractor's Response to Invitation to Bid, which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Agreement controls.

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

4. COMPENSATION / PAYMENT.
Total compensation for Contractor's services under this Agreement shall be a maximum amount not to exceed **ONE HUNDRED FORTY THOUSAND SIX HUNDRED SIXTY-NINE AND NO/100**

DOLLARS (**$140,669.00**), plus tax if applicable, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

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

5. TAXES, FEES AND LICENSES.

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

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

6. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.

The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Washington State Department of Labor and Industries (L & I); and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

7. STATE PREVAILING WAGES.

The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

8. BONDS

The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a payment / performance bond on the form attached, equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.

9. PUBLIC WORKS REQUIREMENTS.
The Contractor and each subcontractor are required to fulfill the Department of Labor and Industries Public Works and Prevailing Wage Training Requirement under RCW 39.04.350. The contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify the responsibility criteria listed in RCW 39.04.350(1) for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria. This verification requirement, as well as responsibility criteria, must be included in every public works contract and subcontract of every tier.

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

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

12. INDEMNIFICATION.
The Contractor shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity–asserted by third parties for bodily injury (including death) and/or property damage which arise from the Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Contractor's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnity, and hold the City harmless for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

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

A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of $1,000,000;

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

i. Acceptable supplementary Umbrella coverage in combination with Commercial General Liability policy shall be a minimum of $2M in order to meet the minimum insurance coverages required under this contract;

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

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

There shall be no cancellation, material change, or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) or insurers authorized representative to the City. As evidence of the insurance coverages required by this Agreement, the Contractor shall furnish ACORD form insurance certificates to the City at the time it returns the signed Agreement. The certificate shall specify all of the parties who are additional insureds to the extent of Company's indemnify obligations, and include applicable blanket-form policy endorsements, including the blanket-form notice of cancellation endorsements (30days The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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

15. INDEPENDENT CONTRACTOR.
The Contractor is an independent Contractor. This Agreement does not intend the Contractor to act as a City employee. The City has neither direct nor immediate control over the Contractor nor the right to control the manner or means by which the Contractor works. Neither the Contractor

nor any Contractor employee shall be an employee of the City. This Agreement prohibits the Contractor to act as an agent or legal representative of the City. The Contractor is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Contractor shall pay all income and other taxes as due.

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

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

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

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

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

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

22. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.
The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Agreement.

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

23. REMEDIES.

In the event of a breach by either party, of any of their obligations under this Agreement, each party, in addition to being entitled to exercise all rights granted by law and under this Agreement, including recovery of damages, will be entitled to seek specific performance of its rights under this Agreement. The parties agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach of any of the provisions of this Agreement and hereby further agree that, in the event of any action for specific performance in respect of such breach, it shall waive the defense that a remedy at law would be adequate.

24. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

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

H. **No personal liability**: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed

or implied, nor for any statement or representation made or in any connection with this Agreement.

I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are ***public records*** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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

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

Attachments that are part of this Agreement:
Payment / Performance Bond
Exhibit A – Debarment Certification
Exhibit B - Contractor's Response to Invitation to Bid
25-180

PAYMENT / PERFORMANCE BOND

We, TRIUMPH ELECTRIC, LLC , as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE HUNDRED FORTY THOUSAND SIX HUNDRED SIXTY-NINE AND NO/100 DOLLARS ($140,669.00)**, plus tax if applicable , for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the Generator Purchase and Installation with Removal and Disposal of Existing Generator; PW-ITB 6408-25. . If the principal shall:

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

B. comply with all federal, state and local laws and regulations; and

C. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors, and pay all taxes and contributions, increases and penalties as authorized by law;

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

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

SIGNED AND SEALED on _____.

TRIUMPH ELECTRIC, LLC,
AS PRINCIPAL

By: _____
Title: _____

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

_____
AS SURETY

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that_____ _____signed this document; on oath stated that he/she was authorized to sign the document and acknowledged it as the agent or representative of the named surety company which is authorized to do business in the State of Washington, for the uses and purposes therein mentioned.

DATED: _____ _____
Signature of Notary Public

My appointment expires _____

Approved as to form:

_____
Assistant City Attorney

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
   b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
   c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
   d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

   1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

   2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. I understand that a false statement of this certification may be grounds for termination of the contract.

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

EXHIBIT B

Bid Response Summary

Bid Number	PW ITB 6408-25
Bid Title	Generator Purchase and Installation with Removal and Disposal of Existing Generator
Due Date	Monday, July 14, 2025 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status	Closed to Bidding
Company	Triumph Electric
Submitted By	Sean Vinson - Monday, July 14, 2025 11:50:27 AM [(UTC-08:00) Pacific Time (US & Canada)] seanv@triumph26.com 5099511017
Comments	

Question Responses

Group	Reference Number	Question	Response
GENERAL INFORMATION			
	CONTRACTOR'S REPRESENTATIONS	The Contractor by making its Bid represents that it has read and understands the specifications; and has visited the site and familiarized itself with the local conditions under which the Work is to be performed.	I acknowledge and agree
	AWARD OF CONTRACT	Award of contract, when made by the City, will be to the low responsive-responsible bidder based on cost. Unsuccessful Contractors will not automatically be notified of results.	I acknowledge and agree
	CONTRACT RENEWALS	Contract renewals or extensions may be initiated by the City of Spokane, subject to mutual agreement	I acknowledge and I agree
	EXECUTION OF CONTRACT	Within ten (10) days of contract award the Contractor shall sign and return to the City an executed copy of the contract unless otherwise mutually agreed by the City and Contractor.	I acknowledge and I agree
	GUARANTEE	The Contractor guarantees all work, labor and materials for five (5) years following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply to work which has been abused or neglected by the City.	I acknowledge and I agree
	PAYMENT	Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.	I acknowledge and agree
	REJECTION OF BIDS	The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in the Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Invitation to Bids, at the prices shown.	I acknowledge and agree
	CONTRACTOR REGISTRATION	The Contractor shall be a Washington State registered or licensed Contractor at time of Bid submittal.	I acknowledge and agree
	COMPLETION TIME	The bidder agrees to start the work under this contract within ten (10) days of the Notice to Proceed and sign panels shall be substantially completed by December 31, 2025.	I acknowledge and I agree

	LIQUIDATED DAMAGES	In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of zero ($0.00) per calendar day until the work is satisfactorily completed.	I acknowledge and agree	
	MISCELLANEOUS DOCUMENTATION UPLOAD	Upload any additional documentation here. You can only upload one document so if you have more than one page - combine them into one page before uploading.		
PUBLIC WORKS REQUIREMENTS				
	1.	The work under this contract constitutes a public work under state law.	I acknowledge and agree	
	2.	Payment/performance bonds will be required.	I acknowledge and agree	
	PERFORMANCE BONDS	The Contractor shall furnish, at its sole expense, a performance and payment bond equal to one hundred percent (100%) of the contract price. The bond shall insure faithful and complete performance of the contract and payment of all obligations to laborers and material men arising from the Project. The bond shall be executed by a Surety company authorized to do business in Washington State, and shall remain in effect for one (1) year following final acceptance of the work. Unless approved by the City, the Surety's name shall appear on the United States Treasury Department's list of authorized Sureties - Circular 570. On contracts of $150,000.00 or less, in lieu of a surety bond, at the request of the Contractor, the City may retain ten percent (10%) of the contract price for a minimum of forty five (45) days following final acceptance, or until receipt of all releases and settlement of liens, whichever is later, in accord with RCW 39.08010.	I acknowledge and agree	
	3.	Statutory retainage will be required	I acknowledge and I understand	
	RETAINAGE	Pursuant to chapter 60.28 RCW, the City will retain five percent (5%) (or ten percent (10%) at Contractor's request) from the monies earned by the Contractor. This Retainage shall be held as a trust fund for the protection and payment: (1) to the State of taxes and fees owed by the Contractor; and (2) of any person, mechanic, subcontractor or material man who performs labor or furnishes any supplies toward the Work. Release of Retainage will be made at a minimum of forty five (45) days following final acceptance of Work; provided the following conditions are met:	I acknowledge and I agree	
	RETAINAGE	a. The City has received from the Contractor and each subcontractor a copy of the "Statement of Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid", approved by the State Department of Labor and Industries (L&I). b. On Contracts greater than $35,000, the City has received releases from the State Departments of Revenue (DOR), Labor & Industries and Employment Security. c. No claims, as provided by law, have been filed against the retainage In the event a claim is filed, the Contractor shall be paid a portion of the Retainage, which is less than the amount sufficient to pay the claim and potential legal costs.	I acknowledge and I agree	

	4.	The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L & I).	I acknowledge and I understand
	5.	The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries: https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx. Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is July 14, 2025.	I acknowledge and I understand
	6.	If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages.	I acknowledge and I understand
	7.	The Contractor and any subcontractors will submit a □Statement of Intent to Pay Prevailing Wages□ certified by the industrial statistician of the Department of Labor and Industries, prior to any work or payments. The □Statement of Intent to Pay Prevailing Wages□ shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Prior to payment of funds held under RCW 39.12.040, the Contractor and subcontractors must submit an □Affidavit of Wages Paid□ certified by the industrial statistician annually for all work completed within the previous twelve-month period of the unit priced contract (RCW 35.22.620).	I acknowledge and I understand
	8.	The Contractor is responsible for payment of fees for the approval of "Statements of Intent to Pay Prevailing Wages" and "Affidavits of Wages Paid" and shall make all applications directly to L&I.	I acknowledge and I understand
	9.	As of July 1, 2019 contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020	I acknowledge and I understand
TECHNICAL REQUIREMENTS			

	SCOPE OF WORK	• Contractor shall remove and properly dispose of the existing 200 KW diesel (350A) (277/480V) 3 phase 4 wire generator in the basement of Spokane City Hall located at 808 W Spokane Falls Blvd, Spokane, WA 99201. • Contractor shall provide and install 'like for like' direct replacement 200 KW natural gas (350A) (277/480V) 3 phase 4 wire generator in the basement of Spokane City Hall. • Contractor shall install all equipment and products per manufacturer's specifications. • Contractor shall be responsible for confirming that the selected replacement generator fits in the existing generator room with no necessary alterations to the structure or to the access route to the generator room. • Contractor shall program exerciser on generator per City Facilities direction. • Contractor shall replace (2) existing 200A 277/480V 3 phase 4 wire transfer switches with (2) new like for like transfer switches. • Contractor shall replace existing emergency generator annunciator in first floor mechanical room. • Contractor shall replace emergency generator annunciator in basement fire alarm room of City Hall. • Contractor shall provide a minimum 5-year material and workmanship warranty. • Contractor shall provide full commissioning for the new generator for warranty and shall provide all warranty certificates available for installed equipment.	I acknowledge and I agree
	a.	What is the delivery timeline for the materials/equipment needed for this project?	21 weeks from date release
GENERAL REQUIREMENTS			
	INTENT OF SPECIFICATIONS	The apparent silence or omission in the specifications as to any detail of the Work to be done or materials to be furnished means that the region's best general practice shall prevail, and that material and workmanship of the best quality shall be used. The specifications shall be interpreted on this basis.	I acknowledge and agree
	WASHINGTON STATE RETAIL SALES TAX	A. GENERAL CONSTRUCTION. Retail sales tax, when applicable, will be paid as a separate item, and shall not be included in the Bid price. Sales tax shall be added on the amount due the Contractor and the Contractor shall be responsible for making payment to the State. The City reserves the right to claim an exemption authorized by law.	I acknowledge and agree
	WASHINGTON STATE RETAIL SALES TAX	B. PUBLIC STREET IMPROVEMENTS. If the technical requirements in the specifications indicate that all or a portion of the Work is a "public street improvement" as defined by state law, the Contractor shall include all contractor-paid taxes, including use taxes on materials in its Bid price. The City will NOT pay retail sales tax as a separate item.	I acknowledge and agree
	PERMITS	Contractor shall be responsible for all permits, signage, equipment, materials and labor, demolition, dust control, reinstallation of all fixtures as needed, and clean up to complete this work in accordance with industry standards governing this type of work.	I acknowledge and agree

	SUBCONTRACTORS	The Contractor shall not award any portion of the Work to any subcontractor without the City's prior approval. The Contractor shall be fully responsible to the City for the acts, errors and omissions of its subcontractors. No contractual relationship shall be created between any subcontractor and the City.	I acknowledge and agree	
	INSURANCE	During the term of the Contract, the Contractor shall maintain in force at its own expense, the below insurance coverage(s):	I acknowledge and agree	
	INSURANCE	a. Worker's Compensation Insurance in compliance with RCW 51.12.020 which requires subject employers to provide worker's compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of $1,000,000.00.	I acknowledge and agree	
	INSURANCE	b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than $1,000,000.00 for bodily injury and property damage. It shall include premises and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the indemnity provided under the contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under the contract; i. Acceptable supplementary Umbrella insurance coverage, combined with the Contractor's General Liability Insurance policy must be a minimum of $2,000,000.00 in order to meet the insurance coverages required under this Contract;	I acknowledge and agree	
	INSURANCE	c. Property Insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies or the completed value of the improvement. Hazard or XCU (Explosion, Collapse, Underground) Insurance should be provided if any hazard exists; and	I acknowledge and agree	
	INSURANCE	d. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than $1,000,000.0 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.	I acknowledge and agree	
	INSURANCE	There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) upon request by the City. The certificate shall specify the City of Spokane as “Additional Insured” specifically for Company’s services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.	I acknowledge and agree	
BID				

	BIDDER'S DECLARATION	The Bidder submitting this bid certifies that it has examined the site, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by submitting this bid proposal it has acknowledged all bid requirements and certifications contained herein.	I acknowledge and I agree
	BID PRICE IS COMPLETE	Bidder acknowledges that the bid price indicated on the Pricing Page includes ALL expenses with regard to this project. No other costs will be allowed over and above the bid price.	I acknowledge and I agree
	CONTRACTOR RESPONSIBILITY	Washington State Contractor's Registration Number	TRIUMEL819MA
	CONTRACTOR RESPONSIBILITY	U.B.I. Number	604-430-435
	CONTRACTOR RESPONSIBILITY	Washington Employment Security Department Number	000-822300-00-5
	CONTRACTOR RESPONSIBILITY	Washington Excise Tax Registration Number	604-430-435
	CONTRACTOR RESPONSIBILITY	City of Spokane Business Registration Number	604430435-001-0001
	ADDENDA	Bidder acknowledges receipt of _____ addenda and agrees that their requirements have been included in this bid proposal.	1
	MISCELLANEOUS	The firm agrees that its Bid will NOT be withdrawn for a minimum of sixty (60) calendar days after the stated submittal date.	I acknowledge and I agree
	MISCELLANEOUS	For contracts up to $150,000.00 including tax, the Contractor may request a 10 percent (10%) retainage in lieu of bond.	No
	MISCELLANEOUS	If this project is less than $150,000 - does contract request 10% retainage in lieu of bond?	No
	MISCELLANEOUS	The bidder submitting this response hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48 or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgement entered by a court of limited or general jurisdiction. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.	I acknowledge and I agree
	MISCELLANEOUS	Individual's Name, Company Name, Address, Email Address & Phone Number for individual/company submitting this bid response.	Sean Vinson seanv@triumph26.com 509-270-8624 Triumph Electric LLC 8902 S Stevens Creek Rd Spokane WA 99223
	MISCELLANEOUS	Name and Email Address for individual authorized to sign a contract.	Keith Yaden keith@triumph26.com
	1	Please complete the Bid Proposal document in the 'Documents' tab and upload here.	Bid Proposal.pdf

	2	The bid shall be accompanied by a bid bond bound to the City of Spokane, in an amount of not less than five percent (5%) of the total bid amount. Bid bonds must be by a surety company authorized to do business as a surety in Washington State. If the bidder is awarded the contract and fails to enter into a construction contract and/or furnish payment/performance bond(s) and proof of insurance within the required time period, the bid security shall be forfeited to the City of Spokane. Please upload your bid bond here (blank form available under the 'Documents' tab).	Bid Bond.pdf
	3	If subcontractors will be used, please download the 'Subcontractor List' document from the 'Documents' tab, complete, and upload the completed document here. If subcontractors will be used, failure to upload the completed list may result in a non-responsive determination to this request.	PW ITB# 6408-25 Subcontractor List under $1M Form.docx
	4	Optional – Complete ahead of time and upload "Supplemental Bidder Responsibility Criteria and Work Experience Form" Upload Here. If not uploaded here, after bid opening and prior to award, the apparent low bidder, or contacted bidders, shall complete, sign and submit this form with attached documentation within twenty four (24) hours of notification.	
	5	PROPRIETARY LANGUAGE: Materials submitted in response to this competitive procurement shall become the property of the City. All received Proposals shall remain confidential until the award of contract recommendation has been filed with the applicable Council Committee or the City Clerk for City Council action. Thereafter, the Proposals shall be deemed public records as defined in RCW 42.56, "Public Records." Any information in the Proposal that the Proposer desires to claim as proprietary and thus exempt from disclosure under the provisions of existing state law, shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on it. Marking the entire Proposal exempt from disclosure will not be honored. The City will consider a Proposer's request for exemption from disclosure; however, the City will make a decision predicated upon state law and regulations. If any information is marked as proprietary in the Proposal, it will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure.	I understand and I agree
TERMS & CONDITIONS			
	#1	Bidder accepts has read and acknowledges compliance with Terms and Conditions located in the Documents area of this project. If answer is "I do not acknowledge and I do not agree", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.	I acknowledge and I agree
	#2	Describe exceptions to Terms & Conditions if you marked "I do not acknowledge and I do not agree" above.	

Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment
BID								
	#1	Generator Purchase and Installation at Spokane City Hall with Removal and Disposal of Existing Generator	Base	Lump Sum	1.00	$140,669.00	$140,669.00	
	#2	9.1% Sales Tax	Base	ea	1.00	$12,800.88	$12,800.88	
Total Base Bid	$153,469.88							

License Information:

New search Back to results

Entity name: TRIUMPH ELECTRIC, LLC

Business name: TRIUMPH ELECTRIC LLC

Entity type: Limited Liability Company

UBI #: 604-430-435

Business ID: 001

Location ID: 0001

Location: Active

Location address: 8902 S. STEVENS CR.RD.
SPOKANE WA 99223

Mailing address: 8902 S. STEVENS CR.RD.
SPOKANE WA 99223

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
Cheney General Business - Non-Resident				Active	May-31-2026	Mar-16-2022
Spokane General Business - Non-Resident				Active	May-31-2026	Jul-15-2019

Owners and officers on file with the Department of Revenue

Owners and officers	Title
LUHR, CHAD	
YADEN, KEITH	

Registered Trade Names

Registered trade names	Status	First issued
TRIUMPH ELECTRIC LLC	Active	Jul-05-2019

The Business Lookup information is updated nightly. Search date and time: 7/28/2025 2:56:21 PM

Contact us

How are we doing?
Take our survey!

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

STATE OF WASHINGTON

Department of Labor & Industries

Certificate of Workers' Compensation Coverage

July 29, 2025

WA UBI No.	604 430 435
L&I Account ID	689,430-00
Legal Business Name	TRIUMPH ELECTRIC LLC
Doing Business As	TRIUMPH ELECTRIC LLC
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Pending current quarter filing
Account Representative	Employer Services Help Line, (360) 902-4817
Licensed Contractor?	Yes
License No.	TRIUMEL819MA
License Expiration	07/01/2027

What does "Estimated Workers Reported" mean?

Estimated workers reported represents the number of full time position requiring at least 480 hours of work per calendar quarter. A single 480 hour position may be filled by one person, or several part time workers.

Industrial Insurance Information

Employers report and pay premiums each quarter based on hours of employee work already performed, and are liable for premiums found later to be due. **Industrial insurance accounts have no policy periods, cancellation dates, limitations of coverage or waiver of subrogation** (See RCW 51.12.050 and 51.16.190).

INSURANCE COVERAGE REDUCTION REQUEST
Submitted with contract request form

The Contractor/Vendor for Contract OPR No. Generator Replacement at City Hall requests the waiver/reduction of:

Insurance Waiver or Reduction Request

Contract OPR No. Generator Replacement at City Hall requires Property (list type of insurance) in the amount of $ 1,000,000. I am requesting this insurance coverage be waived or reduced to $ 0 for the following reasons:
The contractor will not be storing items on site during the project.

KEITH YADEN 8/6/2025
Contractor/Vendor Signature Date

Approval by City of Spokane Director of Risk Management

Stephanie Puckett 8/6/2025
Director of Risk Management Signature Date

Name of Contractor/Vendor: Triumph Electric LLC

TRIUELE-03 BGARCIA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/29/2025

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 3144 Spokane, WA 99220	CONTACT NAME: Devin Bland PHONE (A/C, No, Ext): (509) 545-3800 FAX (A/C, No): (509) 547-7960 E-MAIL ADDRESS: Devin.bland@hubinternational.com
INSURED Triumph Electric, LLC 8902 S Stevens Creek Rd Spokane, WA 99223	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Cincinnati Indemnity Company — 23280 INSURER B : Certain Underwriters at Lloyds INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	X	X	EPP0543152	7/1/2025	7/1/2028	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG WA STOP GAP	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	EBA0543152	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			EPP0543152	7/1/2025	7/1/2028	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
B	Professional/Poll			PF02098A24	7/8/2025	7/8/2026	Ded: $10,000	1,000,000

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

RE: PW ITB 6408-25 Generator Purchase and Installation

Additional Insured if required in written contract to City of Spokane as respects liability. Waiver of subrogation applies. Policy forms attached.

CERTIFICATE HOLDER

City of Spokane
808 West Spokane Falls Blvd
Spokane, WA 99201-3343

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS AND AUTOMATIC WAIVER OF SUBROGATION WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT, PERMIT OR AUTHORIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Contract Or Agreement With You

1. Section II - Who Is An Insured is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for:

a. "Bodily injury", "property damage" or "personal and advertising injury" *caused, in whole or in part, by* the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

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

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

b. "Bodily injury" or "property damage" *caused, in whole or in part, by* "your work" performed under that written contract or written agreement and included in the "products-completed operations hazard", but only if:

(1) The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and

(2) The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured endorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the “products-completed operations hazard”, this Paragraph **b.** does not apply to that person or organization.

2. If the written contract or written agreement described in Paragraph **1.** above specifically requires you to provide additional insured coverage to that person or organization:

a. *Arising out of* your ongoing operations or *arising out of* "your work"; or

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b. By way of an edition of an ISO additional insured endorsement that includes *arising out of* your ongoing operations or *arising out of* "your work";

then the phrase *caused, in whole or in part, by* in Paragraph **A.1.a.** and/or Paragraph **A.1.b.** above, whichever applies, is replaced by the phrase *arising out of*.

3. With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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

b. Supervisory, inspection, architectural or engineering activities.

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

4. This Paragraph **A.** does not apply to additional insureds described in Paragraph **B.**

B. Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Automatic Status When Required In Written Permits Or Authorizations

1. Section II - Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued, in writing, a permit or authorization.

2. With respect to the insurance afforded to the additional insureds described in Paragraph **B.1.**, the following additional exclusions apply:

This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

C. The insurance afforded to additional insureds described in Paragraphs **A.** and **B.**:

1. Only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and

3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

D. With respect to the insurance afforded to the additional insureds described in Paragraphs **A.** and **B.**, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract, written agreement, written permit or written authorization described in Paragraphs **A.** and **B.** For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella Liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

E. Section IV - Commercial General Liability Conditions is amended to add the following:

Automatic Additional Insured Provision

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This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

1. During the policy period; and

2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs **A.** and **B.**

F. Except when **G.** below applies, the following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

When Other Additional Insured Coverage Applies On An Excess Basis

This insurance is primary to other insurance available to the additional insured described in Paragraphs **A.** and **B.** except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions**, **Other Insurance**, **b. Excess Insurance**; or

2. For any other valid and collectible insurance available to the additional insured as an additional insured on another insurance policy that is written on an excess basis. In such case, this insurance is also excess.

G. The following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

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

2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

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

2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

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

Waiver of Subrogation

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Endorsement - Table of Contents:

Coverage:	Begins on Page:
1. Employee Benefit Liability Coverage	3
2. Unintentional Failure To Disclose Hazards	9
3. Damage To Premises Rented To You	9
4. Supplementary Payments	10
5. Medical Payments	10
6. 180 Day Coverage For Newly Formed Or Acquired Organizations	10
7. Waiver Of Subrogation	11
8. Automatic Additional Insured - Specified Relationships: • Managers Or Lessors Of Premises; • Lessor Of Leased Equipment; • Vendors; • State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises; and • Mortgagee, Assignee Or Receiver	11
9. Property Damage To Borrowed Equipment	14
10. Employees As Insureds - Specified Health Care Services And Good Samaritan Services	15
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12. Nonowned Aircraft	15
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16. Voluntary Property Damage Coverage And Care, Custody Or Control Liability Coverage	16
17. Broadened Contractual Liability - Work Within 50' Of Railroad Property	17
18. Alienated Premises	17

B. Limits Of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: $1,000,000
Aggregate Limit: $3,000,000
Deductible Amount: $ 1,000

3. Damage To Premises Rented To You

The lesser of:

a. The Each Occurrence Limit shown in the Declarations; or

b. $500,000 unless otherwise stated $ _____

4. Supplementary Payments

a. Bail Bonds: $ 2,500

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b. Loss Of Earnings: $ 500

5. Medical Payments

Medical Expense Limit: $ 10,000

9. Property Damage To Borrowed Equipment

Each Occurrence Limit: $10,000
Deductible Amount: $ 250

16. Voluntary Property Damage Coverage (Coverage **a.**) **And Care, Custody Or Control Liability Coverage** (Coverage **b.**)

Limits Of Insurance
Coverage **a.**
$1,000 Each Occurrence
$5,000 Aggregate
Coverage **b.** $5,000 Each Occurrence unless otherwise stated $ _____

Deductible Amount (Each Occurrence)
Coverage **a.** $250
Coverage **b.** $250 unless otherwise stated $ _____

COVERAGE	PREMIUM BASIS **(a)** Area **(b)** Payroll **(c)** Gross Sales **(d)** Units **(e)** Other	RATE (For Limits in Excess of $5,000)	ADVANCE PREMIUM (For Limits in Excess of $5,000)
b. Care, Custody Or Control			**$**
TOTAL ANNUAL PREMIUM			**$**

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C. Coverages

1. Employee Benefit Liability Coverage

a. The following is added to **Section I - Coverages:**

Employee Benefit Liability Coverage

(1) Insuring Agreement

(a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, 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 against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission 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 ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

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 damages only if the act, error or omission, is negligently committed in the "administration" of your "employee benefit program"; and

1) Occurs during the policy period; or

2) Occurred prior to the "first effective date" of this endorsement provided:

a) You did not have knowledge of a claim or "suit" on or before the "first effective date" of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any "authorized representative";

i) Reports all, or any part, of the act, error or omission to us or any other insurer;

ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and

b) There is no other applicable insurance.

(2) Exclusions

This insurance does not apply to:

(a) Bodily Injury, Property Damage Or Personal And Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

(b) Dishonest, Fraudulent, Criminal Or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

(c) Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

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(d) Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

(e) Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any claim based upon:

1) Failure of any investment to perform;

2) Errors in providing information on past performance of investment vehicles; or

3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(f) Workers' Compensation And Similar Laws

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(g) ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

(h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) Employment-Related Practices

Any liability arising out of any:

(1) Refusal to employ;

(2) Termination of employment;

(3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment - related practices, acts or omissions; or

(4) Consequential liability as a result of **(1)**, **(2)** or **(3)** above.

This exclusion applies whether the insured may be held 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.

(3) Supplementary Payments

Section I - Coverages, Supplementary Payments - Coverages A And B also apply to this Coverage.

b. Who Is An Insured

As respects **Employee Benefit Liability Coverage**, **Section II - Who Is An Insured** is replaced by the following:

(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 part-

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ners, 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) Each of your "employees" who is or was authorized to administer your "employee benefit program";

(b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed; or

(c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

(3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:

(a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

(b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits Of Insurance

As respects **Employee Benefit Liability Coverage**, **Section III - Limits Of Insurance** is replaced by the following:

(1) The Limits of Insurance shown in Section **B. Limits Of Insurance**, **1. Employee Benefit Liability Coverage** and the rules below fix the most we will pay regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought;

(c) Persons or organizations making claims or bringing "suits";

(d) Acts, errors or omissions; or

(e) Benefits included in your "employee benefit program".

(2) The Aggregate Limit shown in Section **B. Limits Of Insurance**, **1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

(3) Subject to the limit described in **(2)** above, the Each Employee Limit shown in Section **B. Limits Of Insurance**, **1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

(a) An act, error or omission; or

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(b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions;

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

(4) Deductible Amount

(a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the Deductible Amount stated in the Declarations as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.

(b) The Deductible Amount stated in the Declarations applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

(c) The terms of this insurance, including those with respect to:

1) Our right and duty to defend the insured against any "suits" seeking those damages; and

2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim;

apply irrespective of the application of the Deductible Amount.

(d) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as we have paid.

d. Additional Conditions

As respects **Employee Benefit Liability Coverage, Section IV - Commercial General Liability Conditions** is amended as follows:

(1) Item **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** is replaced by the following:

2. Duties In The Event Of An Act, Error Or Omission, Or Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:

(1) What the act, error or omission was and when it occurred; and

(2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

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 re-

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ceived 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 an act, error or omission 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 without our consent.

(2) Item **5. Other Insurance** is replaced by the following:

5. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **c.** 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 **b.** below.

b. 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.

c. No Coverage

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Coverage Part.

e. Additional Definitions

As respects **Employee Benefit Liability Coverage, Section V - Definitions** is amended as follows:

(1) The following definitions are added:

1. "Administration" means:

a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";

b. Interpreting the "employee benefit programs";

c. Handling records in connection with the "employee benefit programs"; or

d. Effecting, continuing or terminating any "employee's" participation in

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any benefit included in the "employee benefit program".

However, "administration" does not include:

a. Handling payroll deductions; or

b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.

2. "Cafeteria plans" means plans authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.

3. "Employee benefit programs" means a program providing some of all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:

a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;

b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;

c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and

d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

4. "First effective date" means the date upon which coverage was first effected in a series of uninterrupted renewals of insurance coverage.

(2) The following definitions are deleted in their entirety and replaced by the following:

8. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

21. "Suit" means a civil proceeding in which money damages because of an act, error or omission 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;

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or

c. An appeal of a civil proceeding.

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2. Unintentional Failure To Disclose Hazards

Section IV - Commercial General Liability Conditions, 7. Representations is amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. Damage To Premises Rented To You

a. The last Paragraph of **2. Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions **c.** through **q.** do not apply to "property damage" by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner, for which the amount we will pay is limited to the **Damage To Premises Rented To You** Limit as described in **Section III - Limits Of Insurance.**

b. The insurance provided under **Section I - Coverage A - Bodily Injury And Property Damage Liability** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

(1) As respects Water Damage Legal Liability, as provided in Paragraph **3.b.** above:

The exclusions under **Section I - Coverage A - Bodily Injury And Property Damage Liability**, **2. Exclusions**, other than **i. War** and the **Nuclear Energy Liability Exclusion (Broad Form)**, are deleted and the following are added:

This insurance does not apply to:

(a) "Property damage":

(i) Assumed in any contract or agreement; or

(ii) Caused by or resulting from any of the following:

1) Wear and tear;

2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

3) Smog;

4) Mechanical breakdown, including rupture or bursting caused by centrifugal force;

5) Settling, cracking, shrinking or expansion;

6) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals; or

7) Presence, growth, proliferation, spread or any activity of fungus, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi.

(b) "Property damage" caused directly or indirectly by any of the following:

(i) Earthquake, volcanic eruption, landslide or any other earth movement;

(ii) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;

(iii) Water under the ground surface pressing on, or flowing or seeping through:

1) Foundations, walls, floors or paved surfaces;

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2) Basements, whether paved or not; or

3) Doors, windows or other openings.

(c) "Property damage" caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, fire protection systems, or other equipment, caused by or resulting from freezing, unless:

(i) You did your best to maintain heat in the building or structure; or

(ii) You drained the equipment and shut off the water supply if the heat was not maintained.

(d) "Property damage" to:

(i) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or

(ii) The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

c. Limit Of Insurance

With respect to the insurance afforded in Paragraphs **3.a.** and **3.b.** above, the **Damage To Premises Rented To You** Limit as shown in the Declarations is amended as follows:

(1) Paragraph **6.** of **Section III - Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the **Damage To Premises Rented To You** Limit is the most we will pay under **Coverage A - Bodily Injury And Property Damage Liability** for damages because of "property damage" to any one premises:

a. While rented to you, or temporarily occupied by you with permission of the owner;

b. In the case of damage by fire, explosion, lightning, smoke or soot, while rented to you; or

c. In the case of damage by water, while rented to and occupied by you.

(2) The most we will pay is limited as described in Section **B. Limits Of Insurance**, **3. Damage To Premises Rented To You** of this endorsement.

4. Supplementary Payments

Under **Section I - Supplementary Payments - Coverages A And B:**

a. Paragraph **2.** is replaced by the following:

Up to the limit shown in Section **B. Limits Of Insurance**, **4.a.** Bail Bonds of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

b. Paragraph **4.** is replaced by the following:

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 the limit shown in Section **B. Limits Of Insurance**, **4.b.** Loss Of Earnings of this endorsement per day because of time off from work.

5. Medical Payments

The Medical Expense Limit of Any One Person as stated in the Declarations is amended to the limit shown in Section **B. Limits Of Insurance, 5. Medical Payments** of this endorsement.

6. 180 Day Coverage For Newly Formed Or Acquired Organizations

Section II - Who Is An Insured is amended as follows:

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

a. Insurance under this provision is afforded only until the 180th day after

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you acquire or form the organization or the end of the policy period, whichever is earlier;

7. Waiver Of Subrogation

Section IV - Commercial General Liability Conditions, 9. Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

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

8. Automatic Additional Insured - Specified Relationships

a. The following is added to **Section II - Who Is An Insured**:

(1) Any person(s) or organization(s) described in Paragraph **8.a.(2)** of this endorsement (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of a written contract, written agreement, written permit or written authorization.

(2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

(a) Managers Or Lessors Of Premises

The manager or lessor of a premises leased to you with whom you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

(i) Any "occurrence" which takes place after you cease to be a tenant in that premises;

(ii) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(b) Lessor Of Leased Equipment

Any person or organization from whom you lease equipment when you and such person(s) or organization(s) have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance. Such person(s) or organization(s) are insureds only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends. However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(c) Vendors

Any person or organization (referred to below as vendor) with whom you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the

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vendor's business, subject to the following additional exclusions:

(i) The insurance afforded the vendor does not apply to:

1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

2) Any express warranty unauthorized by you;

3) Any physical or chemical change in the product made intentionally by the vendor;

4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

a) The exceptions contained in Paragraphs **(c) (i) 4)** or **6)** of this endorsement**;** or

b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(ii) This insurance does not apply to any insured person or organization:

1) From whom you have acquired such products, or any ingredient, part

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or container, entering into, accompanying or containing such products; or

2) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.

(d) State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises

Any state or governmental agency or subdivision or political subdivision with which you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, subject to the following additional provision:

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

(i) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

(ii) The construction, erection or removal of elevators; or

(iii) The ownership, maintenance or use of any elevators covered by this insurance.

(e) Mortgagee, Assignee Or Receiver

Any person or organization with whom you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you. However, this insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

(3) The insurance afforded to additional insureds described in Paragraph **8.a.(1)** of this endorsement:

(a) Only applies to the extent permitted by law; and

(b) Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and

(c) Does not apply to any person, organization, vendor, state, governmental agency or subdivision or political subdivision, specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part, provided such other provision or endorsement covers the injury or damage for which this insurance applies.

b. With respect to the insurance afforded to the additional insureds described in Paragraph **8.a.(1)** of this endorsement, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

(1) Required by the written contract, written agreement, written permit or written authorization described

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in Paragraph **8.a.(1)** of this endorsement; or

(2) Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

c. Section IV - Commercial General Liability Conditions is amended to include the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

(1) During the policy period; and

(2) Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraph **8.a.(1)**.

d. Section IV - Commercial General Liability Conditions is amended as follows:

Condition **5. Other Insurance** is amended to include:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured per Paragraph **8.a.(1)** of this endorsement provided that:

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

(2) You have agreed in writing in a contract, agreement, permit or authorization described in **8.a.(2)** of this endorsement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

9. Property Damage To Borrowed Equipment

a. The following is added to **Exclusion 2.j. Damage To Property** under **Section I - Coverage A - Bodily Injury And Property Damage Liability:**

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

(1) The Limits of Insurance shown in the Declarations are replaced by the limits designated in Section **B. Limits Of Insurance**, **9. Property Damage To Borrowed Equipment** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced**.** The Limits of Insurance shown in Section **B. Limits Of Insurance**, **9. Property Damage To Borrowed Equipment** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought; or

(c) Persons or organizations making claims or bringing "suits".

(2) Deductible Clause

(a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount stated in Section **B. Limits Of Insurance**, **9. Property Damage To Borrowed Equipment** of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.

(b) Section IV - Commercial General Liability Conditions, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit, applies to each claim or "suit" irrespective of the amount.

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(c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

10. Employees As Insureds - Specified Health Care Services And Good Samaritan Services

Paragraph **2.a.(1)(d)** under **Section II - Who Is An Insured** does not apply to:

a. Your "employees" who provide professional health care services on your behalf as a duly licensed nurse, emergency medical technician or paramedic in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place; or

b. Your "employees" or "volunteer workers", other than an employed or volunteer doctor, providing 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.

11. Broadened Notice Of Occurrence

Paragraph **a.** of Condition **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions** is replaced by the following:

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.

This requirement applies only when the "occurrence" or offense is known to an "authorized representative".

12. Nonowned Aircraft

The following is added to **Exclusion 2.g. Aircraft, Auto Or Watercraft** under **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

This exclusion does not apply to an aircraft you do not own, provided that:

a. The pilot in command holds a current effective certificate, issued by a duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

b. The aircraft is rented with a trained, paid crew; and

c. The aircraft does not transport persons or cargo for a charge.

13. Bodily Injury Redefined

Section V - Definitions, 4. "Bodily injury" is replaced by the following:

4. "Bodily injury" means bodily harm or injury, sickness, disease, disability, humiliation, shock, fright, mental anguish or mental injury, including care, loss of services or death resulting from any of these at any time.

14. Expected Or Intended Injury Redefined

The last sentence of **Exclusion 2.a. Expected Or Intended Injury** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

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

15. Former Employees As Insureds

The following is added to Paragraph **2.** under **Section II - Who Is An Insured:**

2. Each of the following is also an insured:

Any of your former "employees", directors, managers, members, partners or "executive officers", including but not limited to retired, disabled or those on leave of absence, but only for acts within the scope of their employment by you or for duties related to the conduct of your business.

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16. Voluntary Property Damage Coverage

a. Coverage D - Voluntary Property Damage Coverage

Section I - Coverages is amended to include the following:

(1) Insuring Agreement

(a) We will pay the cost to repair or replace "property damage" to property of others arising out of operations incidental to your business when:

1) Damage is caused by you; or

2) Damage occurs while in your possession.

At your written request, we will make this payment regardless of whether you are at fault for the "property damage".

If you, at our request, replace, or make any repairs to, damaged property of others, the amount we will pay under **Voluntary Property Damage Coverage** will be determined by your actual cost to replace or repair the damaged property, excluding any profit or overhead.

Any payment we make under **Voluntary Property Damage Coverage** shall not be interpreted as an admission of liability by you or by us.

It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

(b) This insurance applies to "property damage" only if:

1) The "property damage" takes place in the "coverage territory"; and

2) The "property damage" occurs during the policy period.

(2) Exclusions

This insurance does not apply to "property damage" that would be excluded by **Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions**, except for **j. Damage To Property**, paragraphs **(3), (4), (5)** and **(6)**, **k. Damage To Your Product**, and **l. Damage To Your Work**.

(3) Definitions

For purposes of **Voluntary Property Damage Coverage** only, the following definitions under **Section V - Definitions** are replaced by the following:

16. "Occurrence" means an incident, including continuous or repeated exposure to substantially the same general harmful conditions that result in "property damage".

20. "Property damage" means physical injury to tangible property. "Electronic data" is not tangible property, and "property damage" does not include disappearance, abstraction or theft.

b. Care, Custody Or Control Liability Coverage

For purposes of the coverage provided by **Care, Custody Or Control Liability Coverage** in this endorsement only:

(1) **Section I - Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions, j. Damage To Property**, Subparagraphs **(3), (4)** and **(5)** do not apply to "property damage" to the property of others described therein.

(2) It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

This Paragraph **(2)** supersedes any provision in the Coverage Part to the contrary.

(3) "Property damage" for which **Care, Custody Or Control Liability Coverage** provides cover-

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age shall be deemed to be caused by an "occurrence" but shall not serve to limit or restrict the applicability of any exclusion for "property damage" under this Coverage Part.

c. Limits Of Insurance And Deductibles

For purposes of the coverage provided by **Voluntary Property Damage Coverage** and **Care, Custody Or Control Liability Coverage, Section III - Limits Of Insurance** is amended to include the following:

(1) The Limits of Insurance shown in the Declarations are replaced by the limits designated in Section **B. Limits Of Insurance, 16. Voluntary Property Damage Coverage And Care, Custody Or Control Liability Coverage,** in this endorsement. These limits are inclusive of, and not in addition to, the limits being replaced. The Limits of Insurance shown in the Schedule fix the most we will pay regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought; or

(c) Persons or organizations making claims or bringing "suits".

(2) (a) Subject to **(3)** below, the **Voluntary Property Damage Coverage,** Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under **Voluntary Property Damage Coverage**;

(b) The **Care, Custody Or Control Liability Coverage,** Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under **Care, Custody Or Control Liability Coverage**;

because of all "property damage" arising out of any one "occurrence".

(3) The **Voluntary Property Damage Coverage,** Aggregate Limit Of Insurance is the most we will pay for the sum of all damages under **Voluntary Property Damage Coverage.** This limit applies separately to each "coverage term".

(4) Deductible Clause

(a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount stated for the applicable coverage in the Schedule. The limits of insurance will not be reduced by the application of such Deductible Amount.

(b) **Section IV - Commercial General Liability Conditions, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit,** applies to each claim or "suit" irrespective of the amount.

(c) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as has been paid by us.

17. Broadened Contractual Liability - Work Within 50' Of Railroad Property

Section V - Definitions, 12. "Insured contract" is amended as follows:

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

c. Any easement or license agreement;

b. Paragraph **f.(1)** is deleted in its entirety.

18. Alienated Premises

Exclusion 2.j. Damage to Property, Paragraph **(2)** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** does not apply if the premises are "your work".

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COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

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

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

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

SECTION I - 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 ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; SECTION I - COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY;** or medical expenses under **SECTION I - COVERAGES, COVERAGE C. MEDICAL PAYMENTS**.

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**.

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 "coverage term" in which "bodily injury" or "property damage" occurs, you did not know, per Paragraph **1.d.** below, that the "bodily injury" or "property damage" had occurred or had begun to occur, in whole or in part.

c. "Bodily injury" or "property damage" which:

(1) Occurs during the "coverage term"; and

(2) Was not, prior to the "coverage term", known by you, per Paragraph **1.d.** below, to have occurred;

includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the "coverage term" in which it first became known by you.

d. You will be deemed to know that "bodily injury" or "property damage" has occurred at the earliest time when any "authorized representative":

(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";

(3) First observes, or reasonably should have first observed, the "bodily injury" or "property damage";

(4) Becomes aware, or reasonably should have become aware, by any means other than as described in **(3)** above, that "bodily injury" or "property damage" had occurred or had begun to occur; or

(5) Becomes aware, or reasonably should have become aware, of a

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condition from which "bodily injury" or "property damage" is substantially certain 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" which may reasonably be expected to result from the intentional or criminal acts of the insured or which is in fact expected or intended by the insured, even if the injury or damage is of a different degree or type than actually expected or intended. This exclusion does not apply to "bodily injury" 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 the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. When a claim for such "bodily injury" or "property damage" is made, we will defend that claim provided the insured has assumed the obligation to defend such claim in the "insured contract". Such defense payments will not reduce the limits of insurance.

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.

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 sustained in the "workplace";

(2) An "employee" of the insured arising out of the performance of duties related to the conduct of the insured's business; or

(3) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraphs **(1)** or **(2)** above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

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

f. Pollutant

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape or emission 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, Paragraph **(a)** does not apply to:

1) "Bodily injury" to any person injured while on any premises, site or location owned or occupied by, or rented or loaned to, you provided:

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a) The injury is caused by the inadequate ventilation of vapors;

b) The person injured is first exposed to such vapors during the policy period; and

c) Within 30 days of such first exposure, the person injured is clinically diagnosed or treated by a physician for the medical condition caused by the exposure to such vapors. However, Paragraph **c)** does not apply if the "bodily injury" is caused by vapors produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests.

This exception **1)** shall apply only to Named Insureds; we shall have no duty to defend or pay damages for any person or organization that is not a Named Insured. However, this paragraph does not apply if the "bodily injury" is caused by vapors produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests.

For the purpose of the exception granted in Paragraph **1)** only, vapors means any gaseous or airborne irritant or airborne contaminant, including smoke, fumes, vapor or soot, but excluding asbestos, which is discharged, dispersed, emitted, released or escapes from materials, machinery or equipment used in the service or maintenance of the premises. Vapors does not mean any gaseous or airborne irritants or contaminants used in a manufacturing process or which is the product or by-product of any manufacturing process;

2) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor, and the owner or lessee of such premises, site or location has been added to this Coverage Part as an additional insured with respect to your ongoing operations or "your work" performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

3) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

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

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

1) Any insured; or

2) 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, Paragraph **(d)** does not apply to:

1) "Bodily injury" or "property damage" arising out of the discharge, dispersal, seepage, migration, release, es-

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cape or emission of fuels, lubricants or other operating fluids, or exhaust gases, which are needed to perform, or are the result of, 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, or exhaust gases, escape, seep or migrate, or are discharged, dispersed, released or emitted from a vehicle part designed to hold, store or receive them. This exception does not apply if the fuels, lubricants or other operating fluids, or exhaust gases, escape, seep or migrate, or are discharged, dispersed, released or emitted with the intent to cause "bodily injury" or "property damage" or with the knowledge that "bodily injury" or "property damage" is substantially certain to occur, or if such fuels, lubricants or other operating fluids, or exhaust gases, are brought on or to the premises, site or location with such intent to escape, seep or migrate, or be discharged, dispersed, released or emitted as part of the operations being performed by such insured, contractor or subcontractor;

2) "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

3) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

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

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

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

However, Paragraphs **(2)(a)** and **(b)** do not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto or Watercraft

"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) Less than 51 feet long; and

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(b) Not being used to carry persons 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; or

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

(a) The operation of machinery or equipment that is on, attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state 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".

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", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

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

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

j. 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 an insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

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

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days, for which the amount we will pay is limited to the Damage To Premises Rented To You Limit as described in **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.

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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

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

(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. Asbestos

"Bodily injury" or "property damage" arising out of, attributable to, or any way related to asbestos in any form or transmitted in any manner.

q. 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) Other employment-related practices, policies, acts or omissions including but not limited to coercion, criticism, demotion, evaluation, failure to promote, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; 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 Paragraphs **(a)**, **(b)** or **(c)** above is directed.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

r. Additional Insured Prior Knowledge

An additional insured added by attachment of an endorsement to this Coverage Part that is seeking coverage for a claim or "suit", if that additional insured knew, per the following paragraph, that "bodily injury" or "property damage" had occurred or had begun to occur, in whole or in part, prior to the "coverage term" in which such "bodily injury" or "property damage" occurs or begins to occur.

An additional insured added by attachment of an endorsement to this Coverage Part will be deemed to have known that "bodily injury" or "property damage" has occurred or has begun to occur at the earliest time when that additional insured, or any one of its owners, members, partners, managers, executive officers, "employees" assigned to manage that additional insured's insurance program, or "employees" assigned to give or receive notice of an "occurrence", "personal and advertising injury" offense, claim or "suit":

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(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";

(3) First observes, or reasonably should have first observed, the "bodily injury" or "property damage";

(4) Becomes aware, or reasonably should have become aware, by any means other than as described in **(3)** above, that "bodily injury" or "property damage" had occurred or had begun to occur; or

(5) Becomes aware, or reasonably should have become aware, of a condition from which "bodily injury" or "property damage" is substantially certain to occur.

s. 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".

t. Distribution of Material in Violation of Statutes

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or

b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Exclusions **c.** through **q.** do not apply to "property damage" by fire or explosion to premises while rented to you or temporarily occupied by you with permission of the owner, for which the amount we will pay is limited to the Damage to Premises Rented To You Limit as described in **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 ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; SECTION I - COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY;** or medical expenses under **SECTION I - COVERAGES, COVERAGE C. MEDICAL PAYMENTS**.

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**.

b. This insurance applies to "personal and advertising injury" only if:

(1) The "personal and advertising injury" is caused by an offense arising out of your business; and

(2) The "personal and advertising injury" offense was committed in the "coverage territory" during the policy period; and

(3) Prior to the "coverage term" in which the "personal and advertising injury" offense is committed, you did not know, per Paragraph **1.d.** below, that the offense had been committed or had begun to be committed, in whole or in part.

c. "Personal and advertising injury" caused by an offense which:

(1) Was committed during the "coverage term"; and

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(2) Was not, prior to the "coverage term", known by you, per Paragraph **1.d.** below, to have been committed;

includes any continuation, change or resumption of that offense after the end of the "coverage term" in which it first became known by you.

d. You will be deemed to know that a "personal and advertising injury" offense has been committed at the earliest time when any "authorized representative":

(1) Reports all, or any part, of the "personal and advertising injury" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "personal and advertising injury";

(3) First observes, or reasonably should have first observed, the offense that caused the "personal and advertising injury";

(4) Becomes aware, or reasonably should have become aware, by any means, other than as described in **(3)** above, that the offense had been committed or had begun to be committed; or

(5) Becomes aware, or reasonably should have become aware, of a condition from which "personal and advertising injury" is substantially certain to occur.

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".

b. Material Published With Knowledge of Falsity

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

c. Material Published Prior to Coverage Term

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the later of the following:

(1) The inception of this Coverage Part; or

(2) The "coverage term" in which insurance coverage is sought.

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 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 the "personal and advertising injury" is caused by or arises out of an offense committed subsequent to the execution of the contract or agreement. When a claim for such "personal and advertising injury" is made, we will defend that claim, provided the insured has assumed the obligation to defend such claim in the "insured contract". Such defense payments will not reduce the limits of insurance.

f. Breach of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality or Performance of Goods - Failure to Conform to Statements

"Personal and 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

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

i. Infringement of Copyright, Patent, Trademark or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, pat-

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ent, trademark, trade secret or other intellectual property rights.

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

j. Insureds in Media and Internet Type Businesses

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

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of web-sites for others; or

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

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

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

k. Electronic Chatrooms or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board any insured hosts, owns, or over which any 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. Employment Related Practices

"Personal and advertising injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Other employment-related practices, policies, acts or omissions including but not limited to coercion, criticism, demotion, evaluation, failure to promote, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs **(a), (b)** or **(c)** above is directed.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

n. Pollutant

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

o. Pollutant-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 a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

p. Asbestos

"Personal and advertising injury" arising out of, attributable to, or any way related to asbestos in any form or transmitted in any manner.

q. Additional Insured Prior Knowledge

An additional insured added by attachment of an endorsement to this Coverage Part that is seeking coverage for a claim or "suit", if that additional insured knew, per the following paragraph, that a "personal and advertising injury" offense had been committed or had begun to be committed, in whole or in part, prior to the "coverage term" in which such offense

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was committed or began to be committed.

An additional insured added by attachment of an endorsement to this Coverage Part will be deemed to have known that a "personal and advertising injury" offense has been committed or has begun to be committed at the earliest time when that additional insured, or any one of its owners, members, partners, managers, executive officers, "employees" assigned to manage that additional insured's insurance program, or "employees" assigned to give or receive notice of an "occurrence", "personal and advertising injury" offense, claim or "suit":

(1) Reports all, or any part, of the "personal and advertising injury" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "personal and advertising injury";

(3) First observes, or reasonably should have first observed, the offense that caused the "personal and advertising injury";

(4) Becomes aware, or reasonably should have become aware, by any means other than as described in **(3)** above, that the "personal and advertising injury" offense had been committed or had begun to be committed; or

(5) Becomes aware, or reasonably should have become aware, of a condition from which "personal and advertising injury" is substantially certain to occur.

r. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

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

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

s. Distribution of Material in Violation of Statutes

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or

b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

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:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

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

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

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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. Athletic Activities

To any person injured while officiating, coaching, practicing for, instructing or participating in any physical exercises or games, sports, or athletic contests or exhibitions of an athletic or sports nature.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

1. All expenses we incur.

2. Up to $250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

3. 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.

4. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $250 a day because of time off from work.

5. All costs taxed against the insured in the "suit".

6. Prejudgment interest awarded against the insured on that part of the judgment we become obligated to pay and which falls within the applicable limit of insurance. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

7. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

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

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you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

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

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

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

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

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

(2) "Property damage" to property:

(a) Owned, occupied or used by; or

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

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

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

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

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

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Insurance under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. **a.** The General Aggregate Limit is the most we will pay for the sum of:

(1) Medical expenses under **COVERAGE C. MEDICAL PAYMENTS;**

(2) Damages under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

(3) Damages under **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY.**

This General Aggregate Limit will not apply if either the Location General Aggre-

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gate Limit of Insurance, Paragraph **2.b.**, or the Construction Project General Aggregate Limit of Insurance, Paragraph **2.c.** applies.

b. A separate Location General Aggregate Limit of Insurance, equal to the amount of the General Aggregate Limit shown in the Declarations, shall apply to each location owned by, or rented or leased to you and is the most we will pay for the sum of:

(1) Damages under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

(2) Medical expenses under **COVERAGE C. MEDICAL PAYMENTS,**

which can be attributed to operations at only a single location owned by, or rented or leased to you.

c. A separate Construction Project General Aggregate Limit of Insurance, equal to the amount of the General Aggregate Limit shown in the Declarations, shall apply to each construction project and is the most we will pay for the sum of:

(1) Damages under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

(2) Medical expenses under **COVERAGE C. MEDICAL PAYMENTS;**

which can be attributed only to ongoing operations and only at a single construction project.

d. Only for the purpose of determining which General Aggregate Limit of Insurance, **2.a., 2.b.,** or **2.c.**, applies:

(1) Location means premises involving the same or connecting lots, or premises, whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

(2) Construction project means a location you do not own, rent or lease where ongoing improvements, alterations, installation, demolition or maintenance work is performed by you or on your behalf. All connected ongoing improvements, alterations, installation, demolition or maintenance work performed by you or on your behalf at the same location for the same persons or organizations, no matter how often or under how many different contracts, will be deemed to be a single construction project.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Subject to **2.a.** above, the Personal and Advertising Injury Limit is the most we will pay under **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Subject to **2. or 3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**; and

b. Medical expenses under **COVERAGE C. MEDICAL PAYMENTS**;

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to **5.** above, the Damage to Premises Rented to You Limit is the most we will pay under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire or explosion, while rented to you or temporarily occupied by you with permission of the owner.

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

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

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

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

2. Duties in the Event of Occurrence, Offense, Claim or Suit

a. You must see to it that we are notified as soon as practicable of an "occurrence" or

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a "personal and advertising injury" 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.

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. Liberalization

If, within 60 days prior to the beginning of this Coverage Part or during the policy period, we make any changes to any forms or endorsements of this Coverage Part for which there is currently no separate premium charge, and that change provides more coverage than this Coverage Part, the change will automatically apply to this Coverage Part as of the latter of:

a. The date we implemented the change in your state; or

b. The date this Coverage Part became effective; and

will be considered as included until the end of the current policy period. We will make no additional premium charge for this additional coverage during the interim.

5. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** or **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

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

b. Excess Insurance

This insurance is excess over:

(1) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar insurance for "your work";

(b) That is Fire or Explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to

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premises rented to you or temporarily occupied by you with permission of the owner; or

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, g. Aircraft, Auto or Watercraft**.

(2) Any other primary insurance available to the insured covering liability for damages arising out of the premises or operations, or the products and completed operations, for which the insured has been added as an additional insured by attachment of an endorsement.

(3) Any other insurance:

(a) Whether primary, excess, contingent or on any other basis, except when such insurance is written specifically to be excess over this insurance; and

(b) That is a consolidated (wrap-up) insurance program which has been provided by the prime contractor/project manager or owner of the consolidated project in which you are involved.

When this insurance is excess, we will have no duty under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** or **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

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

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

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

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

c. Method of Sharing

If all 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.

6. 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:

(1) The earned premium is less than the deposit premium, we will return the excess to the first Named Insured; or

(2) The earned premium is greater than the deposit premium, the difference will be due and payable to us by the first Named Insured upon notice from us.

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.

7. Representations

By accepting this Coverage Part, 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 Coverage Part in reliance upon your representations.

8. 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:

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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.

9. 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.

10. Two or More Coverage Forms or Policies Issued by Us

If this Coverage Part and any other Coverage Form, Coverage Part or policy issued to you by us or any company affiliated with us apply to the same "occurrence" or "personal and advertising injury" offense, the aggregate maximum limit of insurance under all the Coverage Forms, Coverage Parts or policies shall not exceed the highest applicable limit of insurance under any one Coverage Form, Coverage Part or policy. This condition does not apply to any Coverage Form, Coverage Part or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Part.

11. 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, telecast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. "Advertisement" includes a publicity article. For 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 web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an "advertisement".

2. "Authorized representative" means:

a. If you are designated in the Declarations as:

(1) An individual, you and your spouse are "authorized representatives".

(2) A partnership or joint venture, your members, your partners, and their spouses are "authorized representatives".

(3) A limited liability company, your members and your managers are "authorized representatives".

(4) An organization other than a partnership, joint venture or limited liability company, your "executive officers" and directors are "authorized representatives". Provided you are not a publicly traded organization, your stockholders are also "authorized representatives".

(5) A trust, your trustees are "authorized representatives".

b. Your "employees":

(1) Assigned to manage your insurance program; or

(2) Responsible for giving or receiving notice of an "occurrence", "personal and advertising injury" offense, claim or "suit";

are also "authorized representatives".

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 in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

4. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

5. "Coverage term" means the following individual increment, or if a multi-year policy period, increments, of time, which comprise the policy period of this Coverage Part:

a. The year commencing on the Effective Date of this Coverage Part at 12:01 AM standard time at your mailing address shown in the Declarations, and if a multi-year policy period, each consecutive annual period thereafter, or portion thereof if any period is for a period of less than 12 months, constitute individual "coverage terms". The last "coverage term" ends at

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12:00 AM standard time at your mailing address shown in the Declarations on the earlier of:

(1) The day the policy period shown in the Declarations ends; or

(2) The day the policy to which this Coverage Part is attached is terminated or cancelled.

b. However, if after the issuance of this Coverage Part, any "coverage term" is extended for an additional period of less than 12 months, that additional period of time will be deemed to be part of the last preceding "coverage term".

6. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above; or

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in **a.** above;

(2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or

(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 **a.** above or in a settlement to which we agree.

7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

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

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

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

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

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal and advertising injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

(1) That indemnifies a railroad for "bodily injury", "property damage" or "personal and advertising injury" arising out of construction or demolition operations, within 50 feet of any rail-

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road 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;

(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;

(4) That indemnifies an advertising, public relations or media consulting firm for "personal and advertising injury" arising out of the planning, execution or failure to execute marketing communications programs. Marketing communications programs include but are not limited to comprehensive marketing campaigns; consumer, trade and corporate advertising for all media; media planning, buying, monitoring and analysis; direct mail; promotion; sales materials; design; presentations; point-of-sale materials; market research; public relations and new product development;

(5) Under which the insured, if an advertising, public relations or media consulting firm, assumes liability for "personal and advertising injury" arising out of the insured's rendering or failure to render professional services, including those services listed in Paragraph **(4)**, above;

(6) That indemnifies a web-site designer or content provider, or Internet search, access, content or service provider for injury or damage arising out of the planning, execution or failure to execute Internet services. Internet services include but are not limited to design, production, distribution, maintenance and administration of web-sites and web-banners; hosting web-sites; registering domain names; registering with search engines; marketing analysis; and providing access to the Internet or other similar networks; or

(7) Under which the insured, if a web-site designer or content provider, or Internet search, access, content or service provider, assumes liability for injury or damage arising out of the insured's rendering or failure to render Internet services, including those listed in Paragraph **(6)**, above.

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

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

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

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

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

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

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

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in **a., b., c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to

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permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

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

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

(1) Equipment 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 vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral or written publication, in any manner, of material that violates a person's right of privacy;

f. The use of another's advertising idea in your "advertisement"; or

g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

18. "Pollutant" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, petroleum, petroleum products and petroleum by-products, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. "Pollutants" include but are not limited to substances which are generally recognized in industry or government to be harmful or toxic to persons, property or the environment regardless of whether the injury or damage is caused directly or indirectly by the "pollutants" and whether:

a. The insured is regularly or otherwise engaged in activities which taint or degrade the environment; or

b. The insured uses, generates or produces the "pollutant".

19. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed; or

(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; or

(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.

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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 schedule, states that products-completed operations are included.

20. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

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

21. "Suit" means a civil proceeding in which money 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;

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or

c. An appeal of a civil proceeding.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "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.

24. "Workplace" means that place and during such hours to which the "employee" sustaining "bodily injury" was assigned by you, or any other person or entity acting on your behalf, to work on the date of "occurrence".

25. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

26. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

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NUCLEAR ENERGY LIABILITY EXCLUSION
(Broad Form)

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

(1) With respect to which an insured under this Coverage Part is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada, or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the insured is, or had this Coverage Part not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material", if:

(1) The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an insured, or **(b)** has been discharged or dispersed therefrom;

(2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an insured; or

(3) The "bodily injury" or "property damage" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this exclusion:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

A. Any "nuclear reactor";

B. Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

C. Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

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D. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CinciPlus®
BUSINESS AUTO XC+®
(EXPANDED COVERAGE PLUS)
ENDORSEMENT

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

A. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution or the "insured contract".

B. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c. is deleted in its entirety and replaced by the following:

c. Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

C. Additional Insured by Contract

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended to include as an insured any person or organization for whom you have agreed in a valid written contract to provide insurance as afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been:

1. Executed prior to the accident causing "bodily injury" or "property damage"; and

2. Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

D. Employee Hired Auto

1. Changes in Liability Coverage

The following is added to the **SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes in General Conditions

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is deleted in its entirety and replaced by the following:

b. For Hired Auto Physical Damage Coverage the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

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

E. Audio, Visual and Data Electronic Equipment

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance is amended by adding the following:

4. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:

a. The actual cash value of the damaged or stolen property as of the time of the "accident";

b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or

c. $2,500.

Provided the equipment, at the time of the "loss" is:

a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

b. Removable from a permanently installed housing unit as described in Paragraph **2.a.** above; or

c. An integral part of such equipment.

F. Who is an Insured - Amended

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended by adding the following:

The following are "insureds":

1. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this coverage form.

However, the insurance afforded by this provision does not apply to any subsidiary that is an "insured" under any other automobile liability policy or would be an "insured" under such policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

2. Any organization that is newly acquired or formed by you and over which you maintain majority ownership. The insurance provided by this provision:

a. Is effective on the date of acquisition or formation, and is afforded for 180 days after such date;

b. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization;

c. Does not apply to any newly acquired or formed organization that is a joint venture or partnership; and

d. Does not apply to an insured under any other automobile liability policy or would be an insured under such a policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.

3. Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

G. Liability Coverage Extensions - Supplementary Payments - Higher Limits

SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by:

1. Replacing the $2,000 Limit of Insurance for bail bonds with $4,000 in **(2)**; and

2. Replacing the $250 Limit of Insurance for reasonable expenses with $500 in **(4)**.

H. Amended Fellow Employee Exclusion

SECTION II - LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee is modified as follows:

Exclusion **5. Fellow Employee** is deleted.

I. Hired Auto - Physical Damage

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive and Collision Physical Damage Coverages as provided under **SECTION III - PHYSICAL DAMAGE COVERAGE** of this Coverage Part are extended to "autos" you hire, subject to the following:

1. The most we will pay for "loss" to any hired "auto" is $50,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.

2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage, or $1,000, whichever is less.

3. Hired Auto - Physical Damage coverage is excess over any other collectible insurance.

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4. Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is $3,000.

If a limit for Hired Auto - Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the $50,000 limit indicated above and the deductibles shown in the Schedule are applicable.

J. Rental Reimbursement

SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.

2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

a. The number of days reasonably required to repair the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or

b. 30 days.

3. Our payment is limited to the lesser of the following amounts:

a. Necessary and actual expenses incurred; or

b. $50 per day.

4. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

5. We will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**.

K. Transportation Expense - Higher Limits

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by replacing $20 per day with $50 per day, and $600 maximum with $1,500 maximum in **Extension a. Transportation Expenses**.

L. Airbag Coverage

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a. is amended by adding the following:

However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty.

M. Loan or Lease Gap Coverage

1. SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance is deleted in its entirety and replaced by the following, but only for private passenger type "autos" with an original loan or lease, and only in the event of a "total loss" to such a private passenger type "auto":

a. The most we will pay for "loss" in any one "accident" is the greater of:

(1) The amount due under the terms of the lease or loan to which your covered private passenger type "auto" is subject, but will not include:

(a) Overdue lease or loan payments;

(b) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;

(c) Security deposits not refunded by the lessor;

(d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

(e) Carry-over balances from previous loans or leases, or

(2) Actual cash value of the stolen or damaged property.

b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss".

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2. **SECTION V - DEFINITIONS** is amended by adding the following, but only for the purposes of this **Loan or Lease Gap Coverage**:

   "Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

N. Glass Repair - Waiver of Deductible

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

O. Duties in the Event of an Accident, Claim, Suit or Loss - Amended

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss, a. is amended by adding the following:

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

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

P. Unintentional Failure to Disclose Hazards

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

However, if you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure.

Q. Mental Anguish Resulting from Bodily Injury

SECTION V - DEFINITIONS, C. "Bodily injury" is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness or disease.

R. Coverage for Certain Operations in Connection with Railroads

With respect to the use of a covered "auto" in operations for or affecting a railroad:

1. **SECTION V - DEFINITIONS, H.** "Insured contract", **1.c.** is deleted in its entirety and replaced by the following:

   c. An easement or license agreement;

2. **SECTION V - DEFINITIONS, H.** "Insured contract", **2.a.** is deleted.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC PRIMARY AND NON-CONTRIBUTORY COVERAGE ENDORSEMENT - WHERE REQUIRED BY WRITTEN CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SCHEDULE

LIMITS OF INSURANCE: $ 5 ,000,000 Each Occurrence Limit $ 5 ,000,000 Aggregate Limit	

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM, US 101 and **US 101 UM**, is amended as follows:

A. SECTION III - LIMITS OF INSURANCE is amended to add the following:

7. For the purposes of this endorsement only, the Limits of Insurance stated in the Schedule of this endorsement and described below will apply on a "primary and non-contributory basis" within the parameters set forth in **SECTION III - LIMITS OF INSURANCE** of the Coverage Part to which this endorsement is attached:

We will not pay more on behalf of a "non-contributory additional insured" than the lesser of:

a. The Limits of Insurance stated in the Schedule of this endorsement; or

b. The limits of insurance required in a written contract on a "primary and non-contributory basis" for such "non-contributory additional insured", but only to the extent the required limits of insurance are in excess of the "underlying insurance"; or

c. The Limits of Insurance available after the payment of "ultimate net loss" on any insured's behalf from any claim or "suit".

This provision is included within and does not act to increase the Limits of Insurance stated in the Declarations.

B. SECTION IV - CONDITIONS is amended as follows:

1. Condition **9. Other Insurance** is amended to add the following:

It is agreed that this condition does not apply to the "non-contributory additional insured's" own insurance program on which they are a named insured.

However:

a. This exception to the Other Insurance Condition shall only apply if the applicable "underlying insurance" applies on a "primary and non-contributory basis" for such "non-contributory additional insured" and only to the extent of the specific limits of insurance required in a written contract or agreement on a "primary and non-contributory basis" that is in excess of the "underlying insurance"; and

b. It is understood and agreed that the insurance provided by this Coverage Part is excess of:

(1) “Underlying insurance” listed in the Schedule of Underlying Insurance;

(2) Any other insurance available to the “non-contributory additional insured” as an additional insured; and

(3) Any other insurance available to the “non-contributory additional insured” on which they are not a named insured.

2. The following condition is added:

15. As a precedent to the receipt of insurance coverage hereunder, the "non-contributory additional insured" must give written notice of such claim or "suit", including a demand for de-

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fense and indemnity, to any other insurer who had coverage for the claim or "suit" under its policies. Such notice must demand the full coverage available and the "non-contributory additional insured" shall not waive or limit such other available coverage.

This condition does not apply to the "non-contributory additional insured's" own insurance program on which they are a named insured.

C. SECTION V - DEFINITIONS is amended to add the following:

30. "Non-contributory additional insured" means any person or organization:

a. Qualifying as an additional insured under **SECTION II - WHO IS AN INSURED**, Paragraph **3.** of the Coverage Part to which this endorsement is attached; and

b. Being granted additional insured status on a "primary and non-contributory basis" in the "underlying insurance" as required in a written contract between an additional insured and a Named Insured provided:

(1) The written contract or agreement is executed before the "occurrence" resulting in "bodily injury", "personal and advertising injury" or "property damage" for which coverage is being sought under this endorsement; and

(2) The written contract or agreement requires a specific limit of insurance on a "primary and non-contributory basis" that is in excess of "underlying insurance".

31. "Primary and non-contributory basis" means that the limits of insurance of the Coverage Part to which this endorsement is attached apply to insured loss on behalf of the "non-contributory additional insured" prior to limits of insurance from other insurance in which the "non-contributory additional insured" is a named insured.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WASHINGTON - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART - CLAIMS-MADE

Paragraph **13. Transfer of Rights of Recovery Against Others to Us** of **Section IV - Conditions** is revised by the addition of the following:

We shall be entitled to a recovery only after the insured has been fully compensated for damages.

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Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 09/22/2025

Committee Agenda type: Consent

Council Meeting Date: 10/20/2025

Date Rec'd	9/16/2025		
Clerk's File #	OPR 2025-0702		
Cross Ref #			
Project #			
Submitting Dept	FACILITIES MANAGEMENT	**Bid #**	DES CONTRACT
Contact Name/Phone	DAVE STEELE 625-6064	**Requisition #**	CR27868
Contact E-Mail	DSTEELE@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	PDILLON MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	FACILITIES ELEVATOR & ESCALATORS MASTER PREVENTATIVE MAINTENANCE		

Agenda Wording

The Facilities Department is utilizing the State of Washington DES Contract Number 28723 to contract with TK ELEVATOR CORPORATION to provide for preventative maintenance and repairs as needed for the elevators and escalators throughout various City Facilities.

Summary (Background)

The Facilities Department is utilizing the State of Washington DES Contract Number 28723 to contract with TK ELEVATOR CORPORATION to provide for preventative maintenance and repairs as needed for the elevators and escalators throughout various City Facilities. This includes City Hall, the Public Defenders & Prosecutors Building, Field Engineering, the Nelson Service Center, the Intermodal Facility, and the Street Department. Proper preventative maintenance can provide long term cost and service reductions for high use crucial equipment. This contract allows the City to reduce downtime and repair costs at the various city locations.

What impacts would the proposal have on historically excluded communities?

NA – This work focuses on providing preventative maintenance and repairs for elevators and escalators at a variety of City Facilities, each of which provide critical services for the citizens of Spokane

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

NA – This work focuses on providing preventative maintenance and repairs for elevators and escalators at a variety of City Facilities, each of which provide critical services for the citizens of Spokane

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

NA – This work focuses on providing preventative maintenance and repairs for elevators and escalators at a variety of City Facilities, each of which provide critical services for the citizens of Spokane

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

NA – This work focuses on providing preventative maintenance and repairs for elevators and escalators at a variety of City Facilities, each of which provide critical services for the citizens of Spokane

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 83,700.00
Current Year Cost	$ 27,900.00
Subsequent Year(s) Cost	$ 55,800.00

Narrative

Proper preventative maintenance can provide long term cost and service reductions for high use crucial equipment. This contract allows the City to reduce downtime and repair costs at the various city locations.

Amount		Budget Account
Expense	$ 22,950.00 ($7,650 for 2025)	# 5900-71300-18300-54802-81062 City Hall
Expense	$ 4,500.00 ($1,500 for 2025)	# 5900-71300-18300-54802-89014 Field Engineers
Expense	$ 4,500.00 ($1,500 for 2025)	# 5900-71300-18300-54802-89003 Pub
Expense	$ 2,250.00 ($750 for 2025)	# 5900-71300-18300-54802-89401 Streets
Expense	$ 45,000.00 ($15,000 for 2025)	# 5900-71300-18300-54802-89006 Intermodal
Expense	$ 4,500.00 (1,500 for 2025)	# 5900-71300-18300-54802-89001 SCSC

Funding Source	Recurring
Funding Source Type	Program Revenue

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

Proper preventative maintenance can provide long term cost and service reductions for high use crucial equipment. This contract allows the City to reduce downtime and repair costs at the various city locations.

Expense Occurrence	Recurring

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

Approvals		Additional Approvals	
Dept Head	TEAL, JEFFREY	PURCHASING	PRINCE, THEA
Division Director	BOSTON, MATTHEW		
Accounting Manager	BUSTOS, KIM		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

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City Clerk's No. OPR 2025-0702

CITY OF SPOKANE

MASTER PREVENTATIVE MAINTENANCE AGREEMENT

ELEVATOR AND ESCALATOR MAINTENANCE

This Master Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **TK ELEVATOR CORPORATION,** whose address is 9711 E. Knox Avenue, Suite 1, Spokane Valley, Washington 99205 / Mailing: 788 Circle 75 Parkway SE, Suite 500, Atlanta, Georgia 30339-4454, as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is to provide Preventative Maintenance for Elevators and Escalators at multiple City of Spokane facilities; and

WHEREAS, the Contractor was selected through Washington State DES Contract Number 28723.

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

1. TERM OF AGREEMENT.
The term of this Agreement begins on July 1, 2025, and shall run through December 31, 2026, unless amended by written agreement or terminated earlier under the provisions. This Contract may be renewed by written agreement of the parties not to exceed one (1) one (1) year period.

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

3. SCOPE OF WORK.
The Contractor's General Scope of Work for this Agreement is described in Washington State DES Contract No. 28723 which is attached as Attachment C and made a part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Agreement controls.

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

4. COMPENSATION / PAYMENT.

Total compensation for Contractor's services under this Agreement shall be a maximum amount not to exceed **EIGHTY-THREE THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS** (**$83,700.00**), and applicable sales tax, unless modified by a written amendment to this Agreement. Economic adjustment for full-service maintenance rates will be permitted beginning on January 1, 2026 and annually thereafter. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Contractor shall submit its applications for payment to City of Spokane Facilities Management Department, facilitiesdepartment@spokanecity.org, Attn: Ernest Wickert. All invoices should include the City Clerk's File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage Number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount. Not withstanding anything to the contrary, the price of this Agreement does not include any value added taxes, tariffs, duties or similar assessments imposed on Contractor for any parts and/or components replaced under this or for the related increase in the cost of such parts and/or components charged by their suppliers (collectively, the Additional Costs"). In the event any such Additional Costs are incurred by Contractor, Contractor shall provide City reasonable written notice that such Additional Costs will be invoiced to the City on the next invoice sent by Contractor and City agrees to pay, such Additional Costs, together with Contractor's profit and overhead associated with those amounts, all in addition to the price of this Agreement.

5. TAXES, FEES AND LICENSES.

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

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

6. PREVENTATIVE MAINTENANCE.

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

A. The Contractor shall pay state prevailing wages. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages," certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each

voucher claim submitted by a Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the pre-filed statement or statements of intent to pay prevailing wages on file with the City. At the end of the work, the Contractor and subcontractors must submit an "Affidavit of Wages Paid," certified by the industrial statistician.

B. **STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED**. For contracts in excess of $10,000, the Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Washington State Department of Labor and Industries (L & I); and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

C. A payment/performance bond is NOT required.

D. Statutory retainage is NOT required.

7. CITY OF SPOKANE BUSINESS LICENSE.

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

8. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

9. INDEMNIFICATION.

The Contractor shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity–asserted by third parties for bodily injury (including death) and/or property damage which arise from the Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Contractor's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Contractor's own

employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

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

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

B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than $1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement, and shall only apply to the extend any damages covered by the policy are determined to be caused by Contractor's acts, actions, omissions or neglects and not to the extend caused by the additional insureds own acts, actions, omissions, or neglects or for bare allegations..

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

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

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

11. SUBCONTRACTOR RESPONSIBILITY.

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

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

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

14. TERMINATION.
This Agreement may only be terminated upon thirty (30) days written notice for reasons of non-performance. 'Non-performance' is defined as Independent Contractor's inability to remedy any deficiencies within thirty (30) days after receiving written notification from the City.

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

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

17. CONSTRUAL.
The Contractor acknowledges receipt of a copy of the Agreement documents and agrees to comply with them. The silence or omission in the Agreement documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party. It is understood that any documents not furnished hereunder shall not be binding upon Contractor until such time that Contractor is furnished with same and specifically accepts in writing.

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

19. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

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

The Contractor guarantees and warranties all work, labor and materials under this Agreement for one (1) year following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Agreement. This warranty is in addition to any manufacturers' or other warranty in the Agreement documents. Upon the termination and/or expiration of this Agreement, the guarantee will be null and void.

20. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

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

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

I. It is further Agreed that in no event shall either Party be liable to the other Party for any indirect, special, liquidated, incidental, exemplary or consequential damages, or for loss of use, loss of income, loss of opportunity, or other similar remote damages.

J. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are ***public records*** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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

TK ELEVATOR CORPORATION	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments that are part of this Agreement:

Attachment A – Certification Regarding Debarment
Attachment B - Certification of Compliance with Wage Payment Statutes
Attachment C – Contractor's Master Agreement Field Order

25-187a

ATTACHMENT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
   b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
   c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
   d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

   1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

   2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. I understand that a false statement of this certification may be grounds for termination of the contract.

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

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

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

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

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

_____
Bidder's Business Name

_____
Signature of Authorized Official*

_____
Printed Name

_____
Title

_____ _____ _____
Date City State

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

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

_____

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

ATTACHMENT C

Washington State
DEPARTMENT OF
ENTERPRISE SERVICES

CONTRACT

NO. 28723

FOR

ELEVATOR FULL SERVICE MAINTENANCE,
TESTING, & REPAIR SERVICES CONTRACT

REGION(S): OLYMPIC, NORTHWEST, SOUTHWEST, SOUTH CENTRAL,
NORTH CENTRAL, AND EASTERN

For Use by Eligible Purchasers

By and Between

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

and

TK ELEVATOR CORPORATION

Dated January 1, 2025

CONTRACT

NO. 28723

FOR

ELEVATOR FULL SERVICE MAINTENANCE,
TESTING, & REPAIR SERVICES CONTRACT

REGION(S): OLYMPIC, NORTHWEST, SOUTHWEST, SOUTH CENTRAL,
NORTH CENTRAL, AND EASTERN

This Washington Contract ("Contract") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and TK Elevator Corporation a Delaware Corporation ("Contractor") and is dated and effective as of January 1, 2025.

R E C I T A L S

A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish enterprise procurement solutions, including contracts, for goods and/or services to support Washington state agencies. *See* RCW 39.26.050(1). The Washington State Legislature also has authorized Enterprise Services to make these contracts available, pursuant to an agreement in which Enterprise Services ensures full cost recovery, to other local or federal government agencies or entities, public benefit nonprofit organizations, and any tribes located in the State of Washington. *See* RCW 39.26.050(1) & (2).

B. Washington state agencies and other eligible purchasers, as part of their operational requirements, need to purchase elevator full service maintenance, testing & repair services ("Elevator Services"), from professional, qualified, and innovative, professional contractors. On behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement, to establish an enterprise procurement solution, issued Competitive Solicitation No. 28723 dated October 3, 2024 for (collectively Elevator Services) to solicit and evaluate competitive bids to award Contracts for Elevator Services by specified geographic area. The Competitive Solicitation was structured to meet purchaser needs and designed to result in an award of a Contract, by specified geographic area, in which the State of Washington was divided into six (6) regions. In addition, within each geographic region, Enterprise Services structured the Competitive Solicitation to address state procurement priorities pertaining to qualified Washington Small Businesses and Veteran-Owned Businesses.

C. The goal of the competitive solicitation is to establish an enterprise procurement solution resulting in Contracts awarded by specified geographic region to enable eligible purchasers to purchase specified Elevator Services from an awarded Contractor in a cost-effective, efficient manner using the terms and conditions of the Contract.

D. Enterprise Services evaluated all responses to the Competitive Solicitation and identified Contractor as an apparent successful bidder above-referenced contract for the above-referenced geographic regions.

E. Enterprise Services has determined that entering into this Contract will meet the identified needs and be in the best interest of the State of Washington.

F. The purpose of this Contract is to enable eligible purchasers to purchase the specified Goods and/or Services as set forth herein.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. TERM. The term of this Contract is twenty-four (24) months, commencing January 1, 2025 and ending December 31, 2026; *Provided*, however, that if Contractor is not in default and if, by July 1, 2026 in Enterprise Services' reasonable judgment, Contractor satisfactorily has met the performance-based goals for contract extension, Enterprise Services shall extend the term of this Contract, by written amendment, for up to forty-eight (48) additional months. Such extension amendment shall be on the same terms and conditions as set forth in this Contract. To earn the performance-based Contract term extension, Contractor must achieve the service level standards set forth in ***Exhibit A - Included Good/Services*** and following performance-based metrics:

PERFORMANCE METRIC	PERFORMANCE REQUIREMENT FOR CONTRACT EXTENSION
Invoice Resolution:	Contractor shall provide corrected invoices no later than 30 calendar days from known notice of invoicing error, no less than 90% of the time.
Insurance Endorsements:	Contractor timely provides to Enterprise Services at the designated address, without exception, annual insurance endorsements for the insurance coverages required by this Contract. *See* ***Exhibit C – Insurance Requirements*** at § 4.
Vendor Management Fee:	Contractor timely remits to Enterprise Service, with no less than a 75% on time rate over the contract term, the applicable Vendor Management Fee (VMF). *Note*: Contractor must pay the VMF within thirty (30) calendar days of invoice from Enterprise Services. If Contractor is delinquent in timely paying the VMF for three (3) or more quarters within the first nine (9) quarters of the Contract term, Contractor shall not be eligible for a performance-based extension.
Contract Sales Reports:	Contractor timely provides to Enterprise Services, with no less than a 75% on time rate over the contract term, the required Contract quarterly sales reports. *Note*: Contractor must provide the quarterly sales reports to Enterprise Services within thirty (30) calendar days of the quarter's end. If Contractor is delinquent in providing the quarterly sales reports for three (3) or more quarters within the first nine (9) quarters of the Contract term, Contractor shall not be eligible for a performance-based extension.

2. ELIGIBLE PURCHASERS. This Contract may be utilized by any of the following types of entities (each an eligible "Purchaser"):

2.1. WASHINGTON STATE AGENCIES. All Washington state agencies, departments, offices, divisions, boards, and commissions.

2.2. WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION. Any the following institutions of higher education (colleges) in Washington:

- State universities – i.e., University of Washington & Washington State University;
- Regional universities – i.e., Central Washington University, Eastern Washington University, & Western Washington University
- Evergreen State College;
- Community colleges; and
- Technical colleges.

2.3. CONTRACT USAGE AGREEMENT PARTIES. Any of the following types of entities that have executed a Contract Usage Agreement with Enterprise Services:

- Political subdivisions (e.g., counties, cities, school districts, public utility districts) in the State of Washington;
- Federal governmental agencies or entities;
- Public-benefit nonprofit corporations (i.e., public benefit nonprofit corporations as defined in RCW 24.03A.245) who receive federal, state, or local funding); and
- Federally recognized Indian Tribes located in the State of Washington.

3. SCOPE: INCLUDED GOODS AND/OR SERVICES & PRICES.

3.1. CONTRACT SCOPE. Pursuant to this Contract, Contractor is authorized to sell and provide only those Goods and/or Services set forth in ***Exhibit A – Included Goods/Services*** for the prices set forth in ***Exhibit B – Prices for Goods/Services***. Contractor shall not represent to any Purchaser under this Contract that Contractor has contractual authority to sell or provide any Goods and/or Services beyond those set forth in ***Exhibit A – Included Goods/Services***.

(a) Services. For purposes of this Contract, "Services" means all services of any nature ordered by Purchaser pursuant to this Contract and as identified in the Purchase Order.

(b) Goods. For purposes of this Contract, "Goods" means all equipment, materials, supplies, ancillary parts, accessories, components and other items purchased by Purchaser pursuant to this Contract and as identified in the Purchase Order.

(c) Specifications. Where applicable, specifications for Goods and/or Services are detailed in this Contract and the Purchase Order. Unless otherwise specified in the Purchase Order, all Goods and/or Services provided shall be new and unused of the latest model or design.

3.2. STATE'S ABILITY TO MODIFY SCOPE OF CONTRACT. Subject to mutual agreement between the parties, Enterprise Services reserves the right to modify the Goods and/or Services included

in this Contract; *Provided*, however, that any such modification shall be effective only upon thirty (30) calendar days advance written notice; and *Provided further*, that any such modification must be within the scope of the Competitive Solicitation for this Contract.

3.3. ECONOMIC ADJUSTMENT FOR LABOR (PREVAILING WAGE) RATES. Elevator Services performed by Elevator Technician Mechanics and performed in public buildings fall under the Washington Prevailing Wage law. See RCW 39.12 and WAC 296-127-023. The labor rates set forth in ***Exhibit B – Prices for Goods/Services*** utilize prevailing wages and a set % increase. The prevailing wage at the time the services are performed will be the basis of the rates charged on this Contract for any Purchase Order. There shall be no other economic adjustment to this the labor rates.

3.4. ECONOMIC ADJUSTMENT FOR PART RATES. The cost-plus percentage amount set forth in ***Exhibit B – Prices for Goods/Services*** will not be adjusted through the Economic Adjustment process. Prices for parts must be under the current MSRP list. Contractor must provide an MSRP list and description of products to Purchasers upon Purchaser's request. Contractor may offer lower prices to Purchasers, during the term of this Contract, Contractor guarantees to provide the Goods at no greater than the prices set forth in ***Exhibit B – Prices for Goods/Services***. There shall be no other economic adjustment to the parts rates.

3.5. ECONOMIC ADJUSTMENT FOR FULL SERVICE MAINTENANCE RATES. Beginning January 1, 2026, and annually thereafter, Contractor may request an economic price adjustment (EPA) to prices set forth in ***Exhibit B – Prices for Goods/Services.*** Requests for EPA must be requested in writing and emailed to the Enterprise Service's Contract Administrator and received by Enterprise Services between October 1st and October 31st of each year. Contractor's EPA request cannot exceed the annual average percentage changes in the United States Department of Labor, Bureau of Labor and Statistics (BLS) Producer Price Indices (PPI) as set forth in the formula below. Once Contractor's timely EPA request is received, Enterprise Services will analyze the PPI data to determine the appropriate EPA. Contract prices, as adjusted by an EPA shall be effective beginning January 1st; *Provided*, however, that the parties must timely execute a contract amendment to incorporate such price adjustments. If Contractor does not timely submit an EPA request to Enterprise Services, there will be no EPA allowed on the Contract for that the applicable period and the following year the EPA will not be retroactive nor cumulative to account for unrequested EPAs. Enterprise Services shall have the right to review PPI data annually and, if such PPI data reflects a substantial decrease in the annual average PPI, the parties shall amend the Contract to decrease the Contract prices accordingly.

The economic price adjustment shall be calculated as follows:
New Price = Old Price + (Old Price x ((Current Period Index – Base Period Index) / Base Period Index))
The "Current Period Index" is the average of the most recent twelve months of BLS Index values, and the "Base Period Index" is the average of the twelve months of BLS Index values prior to the Current Period Index.

PPI values, including those that are preliminary at the time of the request, will be utilized in the analysis.

PPI NAME	PPI CODE
Elevator and Moving Stairway Manufacturing	PCU333921333921

3.6. PRICE CEILING. Although Contractor may offer lower prices to Purchasers, during the term of this Contract, Contractor guarantees to provide the Goods and/or Services at no greater than the prices set forth in ***Exhibit B – Prices for Goods/Services*** (subject to economic or other adjustment as set forth herein).

3.7. CONTRACT INFORMATION. Enterprise Services shall maintain and provide to eligible Purchasers information regarding this Contract, including scope, pricing, and lowest responsive, responsible bidder designation. In addition, Enterprise Services identifies awarded contractors who qualify as Washington Small Businesses, Certified Veteran-Owned Businesses, or that, pursuant to the Contract provide Goods/Services that meet specified state procurement priorities as set forth in the Competitive Solicitation.

4. CONTRACTOR REPRESENTATIONS AND WARRANTIES. Contractor makes each of the following representations and warranties as of the effective date of this Contract and at the time any order is placed pursuant to this Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.

4.1. QUALIFIED TO DO BUSINESS. Contractor represents and warrants that Contractor is (a) in good standing; (b) qualified to do business in the State of Washington; and (c) registered with the Washington State Department of Revenue and the Washington Secretary of State.

4.2. TAXES. Contractor represents and warrants that Contractor is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.

4.3. LICENSES; CERTIFICATIONS; AUTHORIZATIONS; & APPROVALS. Contractor represents and warrants that Contractor possesses and shall keep current during the term of this Contract all required licenses, certifications, permits, authorizations, and approvals necessary for Contractor's proper performance of this Contract.

4.4. SUSPENSION & DEBARMENT. Contractor represents and warrants as previously certified in Contractor's Bidder's Certification, that neither Contractor nor its principals or affiliates presently are nor have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.

4.5. WAGE VIOLATIONS. Contractor represents and warrants as previously certified in Contractor's Bidder's Certification, that during the term of this Contract and the three (3) year period immediately preceding the award of the Contract, Contractor has not been determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW 49.46, 49.48, or 49.52.

4.6. CIVIL RIGHTS. Contractor represents and warrants that Contractor complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.

4.7. WASHINGTON STATE WAGE THEFT PREVENTION. Contractor represents and warrants as previously certified in Contractor's Bidder's Certification, that during the term of this Contract and the

three (3) year period immediately preceding the award of the Contract, Contractor has not been determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW 49.46, 49.48, or 49.52.

4.8. WASHINGTON STATE WORKERS' RIGHTS (EXECUTIVE ORDER 18-03) (CERTIFIED). Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

4.9. STATE PAY EQUALITY FOR 'SIMILARLY EMPLOYED' INDIVIDUALS. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that, among Contractor's employees, 'similarly employed' individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for Contractor's workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but is not limited to, education, training, or experience that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Contract and any Purchaser hereunder similarly may suspend or terminate its use of the Contract and/or any agreement entered into pursuant to this Contract.

4.10. Intentionally Omitted

4.11. Intentionally Omitted

4.12. PUBLIC CONTRACTS AND PROCUREMENT FRAUD. Contractor represents and warrants that, within the three (3) year period prior to this Contract, neither Contractor nor its principals or affiliates: (a) have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, local, or tribal) contract or purchase order under a public contract; (b) have been in violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) have been indicted for or otherwise criminally or civilly charged by a government entity (federal, state, local, or tribal) with commission of any of the offense enumerated in subsection (b) of this provision; or (d) had one or more public contracts (federal, state, local, or tribal) terminated for cause or default.

4.13. PROCUREMENT ETHICS & PROHIBITION ON GIFTS. Contractor represents and warrants that Contractor complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Enterprise Services and Purchasers' employees.

4.14. WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS). Contractor represents and warrants that Contractor is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of Contractor's information therein is current and accurate and that throughout the term of this Contract, Contractor shall maintain an accurate profile in WEBS.

4.15. WASHINGTON'S STATEWIDE PAYEE DESK. Contractor represents and warrants that Contractor is registered with Washington's Statewide Payee Desk, which registration is a condition to payment.

4.16. CONTRACT PROMOTION; ADVERTISING AND ENDORSEMENT. Contractor represents and warrants that Contractor shall use commercially reasonable efforts both to promote and market the use of this Contract with eligible Purchasers and to ensure that those entities that utilize this Contract are eligible Purchasers. Contractor understands and acknowledges that neither Enterprise Services nor Purchasers are endorsing Contractor's Goods and/or Services or suggesting that such Goods and/or Services are the best or only solution to their needs. Accordingly, Contractor further represents and warrants that Contractor shall make no reference to Enterprise Services, any Purchaser, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.

4.17. CONTINGENT FEES. Contractor represents and warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agents as defined in the Federal Acquisition Regulations.

4.18. FINANCIALLY SOLVENT. Contractor represents and warrants that Contractor has not commenced bankruptcy proceedings and that there are no judgment, liens, or encumbrances of any kind affecting title to any Goods and/or Services that are the subject of this Contract.

4.19. OPERATIONAL CAPABILITY. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor has the operational and financial capability relevant and appropriate experience, training, personnel, equipment, and tools to perform the Contract.

4.20. CONTRACT TRANSITION. Contractor represents and warrants that, in the event this Contract or a similar contract, is transitioned to another contractor (e.g., Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services (including the Purchasers hereunder) for a period of sixty (60) calendar days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington and such Purchasers; *Provided*, however, that, if costs are incurred, Contractor shall be compensated for such costs consistent with the terms and conditions pertaining to this Contract for the sixty (60) day period immediately before such transition.

4.21. CONTRACTOR represents and warrants that Contractor shall comply with the federal Occupational Safety and Health Administration (OSHA) and, if manufactured or stored in the State of Washington, the Washington Industrial Safety and Health Act (WISHA) and the

standards and regulations issued thereunder, and certifies that all items furnished pursuant to this Contract shall conform to and comply with said laws, standards, and regulations.

4.22. LABOR FURNISHED. Contractor represents and warrants that all labor furnished by Contractor shall be trained journeyman level mechanics and mechanics in charge, or subcontractors, thoroughly skilled in Elevator Services. Apprentices must be registered with the National Association of Elevator Contractors (NAEC) and directly employed and supervised by Contractor. Elevator Technician Mechanic(s) and Apprentices will use all reasonable care to maintain the equipment in a proper and safe operating condition at all times.

4.23. INDUSTRY SAFETY STANDARDS. Contractor represents and warrants Contractor shall comply with current and approved elevator and/or escalator equipment industry safety standards. Contractor shall comply with the latest edition of the codes and standards enforced by the state and regulations promulgated by the American Society of Mechanical Engineers (ASME). Contractor Safety Plan for employee safe work practices that includes regular safety education given to employees, meet federal safety mandates, and steps to eliminate unsafe practices and incidents.

4.24. CONTRACTOR CERTIFICATIONS. Contractor represents and warrants Contractor shall comply with the entirety of Revised Code of Washington (RCW) 70.87, as well as codes and standards listed below or other applicable codes.

The latest edition of the following codes and standards enforced by the state at the date of the contract inception or contract renewal, shall apply:

(a) ASME A17.1 "Safety Code for Elevators and Escalators"
(b) ASME A17.2 "Inspector's Manual for Elevators and Escalators
(c) ASME A18.1 "Safety Standard for Platform Lifts and Stairway Chairlifts"
(d) Building Officials and Code Administrators (BOCA) International Inc., Basic Building Code
(e) BOCA Basic Mechanical Code
(f) National Fire Protection Association (NFPA) Code
(g) National Electric Code (NEC)
(h) Williams-Steiger Occupational Safety and Health Act of 1970 (OSHA)
(i) American Society for Testing and Materials (ASTM)
(j) Institute of Electrical and Electronics Engineers (IEEE)
(k) National Electrical Manufacturer's Association (NEMA)
(l) National Petroleum Institute (NPI)
(m) Underwriter's Laboratories, Inc. (UL), Federal Specifications
(n) American National Standard of Safety Code

5. QUALITY; WARRANTY; REMEDIES.

5.1. GOODS (PARTS) WARRANTY. Contractor warrants that, for a period of twelve (12) months from the date when the Goods are put into use, or eighteen (18) months after delivery of the Goods, whichever is later ("Goods Warranty (Parts) Period"), the Goods: (a) are free from defects in design, material, and workmanship; (b) are fit and safe for the intended purposes

and appropriate for the specified application(s) (if any); (c) are consistent with recognized industry quality standards; (d) comply with the requirements, specifications, drawings, standards, and descriptions included in this Contract; and (e) are produced and delivered in full compliance with applicable law ("Goods (PARTS) Warranty"). Contractor further warrants that it has good and marketable title to the Goods and shall keep Purchaser's property free of liens. If Purchaser receives notice of a lien caused by Contractor, Purchaser may withhold any payment otherwise due Contractor until Contractor submits proof, in a form satisfactory to Purchaser, that all lienable claims have been fully paid or waived.

5.2. GOODS (PARTS) REMEDY. If Goods do not comply with the Goods (PARTS) Warranty or any defects develop during the Goods (Parts) Warranty Period under normal use, at Purchaser's election, Contractor promptly shall remedy the defect by removing, repairing, correcting, or replacing, and/or reinstalling any defective Goods. Contractor's Goods (PARTS) Warranty support shall include, at Contractor's sole expense, all technical support, parts, materials and equipment, and labor, including freight and "in/out" costs required to address the defect. If, in Purchaser's judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor shall refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

5.3. SERVICES WARRANTY. Contractor warrants that: (a) Services shall be performed in a timely, efficient, and professional manner; (b) all Contractor personnel assigned to perform Elevator Services shall have the necessary skill, training, and all appliable licenses/certifications; and (c) Services shall be performed in a manner consistent with the standard of care in the industry ("Services Warranty"). The Services Warranty shall survive for a period of twelve (12) months after the date when Services are completed ("Services Warranty Period").

5.4. SERVICES REMEDY. If Services do not comply with the Services Warranty or are in any manner found to be nonconforming during the Services Warranty Period, Contractor promptly shall remedy the non-conformance, or at Purchaser's election, Contractor shall re-perform or correct the nonconforming Services at no additional cost to Purchaser or refund the amounts paid for the Services.

5.5. IT WARRANTY. Contractor warrants, that all hardware, software, and firmware associated with Goods or Services ("IT Goods" and "IT Services", respectively) shall not: (a) contain any viruses, malicious code, Trojan horse, worm, time bomb, self-help code, back door, or other software code or routine designed to: (i) damage, destroy, or alter any software or hardware; (ii) reveal, damage, destroy, or alter any data; (iii) disable any computer program automatically; or (iv) permit unauthorized access to any software or hardware; (b) contain any third party software (including software that may be considered free software or open source software) that (i) may require any software to be published, accessed, or otherwise made available without the consent of Purchaser, or (ii) may require distribution, copying, or modification of any software free of charge; and (c) infringe on any patent, copyright, trademark, or other proprietary or intellectual property right of any third party or misappropriate any trade secret of any third party ("IT Warranty"). The IT Warranty shall expire twelve (12) months after the date IT Goods are delivered or IT Services are complete, as applicable.

5.6. IT REMEDY. If IT Goods or IT Services do not comply with the IT Warranty, or if any defect or non-conformance develops during the IT Warranty Period, Contractor, at Purchaser's election, promptly shall: (a) remedy the defect by removing, repairing, correcting or replacing, and/or reinstalling any defective IT Goods; (b) re-perform or correct the non-conforming IT Services at no additional cost to Purchaser; or (c) refund the amounts paid for IT Services and IT Goods.

5.7. FAILURE TO REMEDY. If Contractor does not remedy a defect or nonconformity within ten (10) calendar days after receipt of written notice from Purchaser, or if an emergency exists rendering it impossible or impractical for Purchaser to have Contractor provide a remedy, Purchaser may, without prejudice to any other rights or remedies available to it, make or cause to be made required modifications, adjustments, or repairs, or may replace Goods, Services, IT Goods, or IT Services, in which case Contractor shall reimburse Purchaser for its actual costs or, at Purchaser's option, Purchaser shall offset the costs incurred from amounts owing to Contractor.

5.8. EMERGENCY & TECHNICAL SUPPORT. - Contractor shall provide emergency after-hour service and telephone support, including after-hour technical support, at its own cost. Contractor shall maintain a technical support hotline to address breakdowns and safety incidents.

6. SAFETY; SECURITY; CONTRACTOR REQUIREMENTS WHILE ON PURCHASER'S PREMISES. Contractor's failure to comply with any of the requirements in this Section shall be cause for termination.

6.1. REGULATORY REQUIREMENTS/SAFETY. Goods and/or Services supplied by Contractor shall meet all applicable health, safety, and other federal, state, local, and/or tribal regulatory requirements applicable to the Goods and/or Services.

6.2. MATERIAL SAFETY DATA SHEETS/SAFETY DATA SHEETS. As applicable, Contractor shall provide Purchaser with all appropriate current Material Safety Data Sheets ("MSDS") and/or Safety Data Sheets ("SDS") at the time of delivery of each shipment of Goods which requires such compliance and/or and for materials used by Contractor while performing Elevator Services pursuant to this Contract.

6.3. CLEAN-UP. If Contractor, its agents, employees, or subcontractors perform on-site Elevator Services, Contractor, at its cost, shall remove all excess materials, equipment, packaging, and garbage within the scope of its performance of Services and leave that portion of the premises in which the work was performed in a clean condition. Should Contractor fail to clean up a Site after completion of work, Purchaser shall have the right to remove the materials and set off the cost of clean up against amounts owed to Contractor.

6.4. HAZARDOUS MATERIALS. If Contractor uses chemicals or any potentially hazardous materials in the performance of Services, Contractor assumes responsibility for any loss, release, or environmental incident arising out of Contractor's unloading, discharge, storage, handling, or disposal of any chemical or container holding potentially hazardous materials, including the use of potentially hazardous material alone or in combination with other substances, and for Contractor's noncompliance with any related laws or regulations.

6.5. ACCIDENT AND INJURY REPORTING. If Contractor, its agents, employees, or subcontractors are present at Purchaser's premises, Contractor promptly shall report to Purchaser in writing all injuries, accidents, property damage, near-miss incidents, or any claims regarding damages or injury involving Contractor, its agents, employees, or subcontractors occurring at such premises. Contractor agrees to cooperate and assist Purchaser in any investigation of such incidents.

6.6. ON-SITE REQUIREMENTS. As applicable, while on Purchaser's premises or while interacting with Purchaser and/or Enterprise Services' personnel, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchaser's physical, fire, access, safety, health, and security requirements and not interfere with Purchaser's operations. Contractor represents and warrants that Contractor, its agents, employees, or subcontractors who access Purchaser's premises shall be adequately trained and at all times comply with Purchaser's requirements.

6.7. IT SECURITY POLICIES. Contractor, its agents, employees, or subcontractors shall comply with all Washington State IT security policies and standards which shall be made available to Contractor upon request.

6.8. BACKGROUND CHECKS, SECURITY CLEARANCE, FINGERPRINTING, AND SECURITY AWARENESS TRAINING. All Contractor's employees or subcontractors who provide services at facilities of the Washington State Patrol (WSP), Department of Corrections (DOC), Department of Social and Human Services (DSHS), or other similarly secure facilities of other eligible Purchasers, must pass a security background check, if required or at the request of the Purchaser. Contractors shall comply with requests for additional background checks, fingerprint, security training, and or safety requirements, to be cleared for access to Purchaser facilities.

(a) Each location may require the clearance before any individual is allowed on site.

(b) Some DOC facilities may require security clearance to be updated every ninety (90) days. Contractor shall submit required personnel information within an adequate time for completion of a security background clearance, generally fifteen (15) business days, ahead of a scheduled site visit. Contractors' employees or subcontractors who provide service at a DOC and/or DSHS facilities may be required to attend a security briefing before working inside a facility for the first time. The briefing will cover tool control, key control, association with offenders, staff escorts, use of cell phones, pagers, cameras, tobacco products, alcohol, weapons, ammunition, contraband management, vehicles and parking, searches, emergency procedures, and other possible topics.

(c) Contractors' employees or subcontractors who provide service a WSP facility who have unescorted access are required to complete security awareness training every two (2) years, complete a criminal history background check, complete an FBI background, and submit fingerprint forms at Contractor's expense. Contractor shall submit required personnel information and forms within an adequate time for completion of a security background clearance, generally four (4) weeks ahead of an unescorted scheduled site visit.

7. SUBCONTRACTORS.

7.1. CONTRACTOR RESPONSIBILITY. Notwithstanding any provision to the contrary, in the event Contractor elects to utilize subcontractors to perform this Contract, Contractor shall: (a) incorporate Contractor's responsibilities under this Contract into its subcontracts; (b) be fully responsible for the performance of any such subcontractors (regardless of tier) and ensure that subcontractors comply with each and every Contractor obligation set forth in this

Contract; (c) be the sole point of contact for Enterprise Services and any Purchasers regarding all contractual matters; (d) ensure that such subcontractors are registered in WEBS; and (e) defend, indemnify, and hold Enterprise Services and Purchasers harmless in case of negligence, other tortious fault, or intentional misconduct by any such subcontractors (regardless of tier). Prior to utilizing any subcontractor to perform this Contract, Contractor shall provide written notice to Enterprise Services' contract administrator. Such notice shall confirm that the subcontractor is registered in WEBS and provide the necessary information for Enterprise Services' contract administrator to include such subcontractor(s) in Washington's Purchasing Contract Management System (PCMS).

7.2. REPORTING. If Contractor is required to report to Purchaser and/or Enterprise Services, such report(s) shall include subcontractor data, by subcontractor, for any data that Contractor is required to report as well as a consolidated 'rollup' report combining Contractor and subcontractor data.

7.3. SUBCONTRACTOR REPRESENTATIONS AND CERTIFICATIONS. Any Contractor representations or certifications set forth in this Contract shall apply to subcontractors (at any tier) and Contractor shall not utilize any subcontractors (at any tier) who cannot provide such representations or certifications, excepting the certification to be registered with Washington's Statewide Payee Desk, unless Purchaser shall pay such subcontractor directly.

8. USING THE CONTRACT – PURCHASES.

8.1 ORDERING REQUIREMENTS.

(a) Purchaser Request. Eligible Purchasers shall order Goods and/or Services from this Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchaser but including, at a minimum, a purchase order. When practicable, Contractor and Purchaser also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively "Purchaser Order"). All Purchase Orders must reference the Contract number. The terms of this Contract shall apply to any Purchase Order and, in the event of any conflict, the terms of this Contract shall prevail. Notwithstanding any provision to the contrary, in no event shall any 'click-agreement,' software or web-based application terms and conditions, or any other agreement modify the terms and conditions of this Contract.

(b) Purchaser must provide written approval before utilization of Apprentice technicians and prior to billing. The Contractor must secure and obtain written pre-approval for all Apprentice technicians.

(c) Purchaser shall provide Contractor a list of authorized representatives including at a minimum, name(s), email address(s), and phone number(s).

(d) Contractor shall deliver the Goods and/or Services according to the frequency listed in the Purchaser's Purchase Order (monthly, quarterly or annually) for the Full Service Maintenance of Equipment. Contractor shall complete Elevator Services to the applicable service location specified in the Purchase Order. Such completed Elevator Services should occur during Purchaser's normal work hours and within the time period unless mutually agreed in writing between Purchaser and Contractor, or during an emergency.

8.2 PERFORMANCE REQUIREMENTS. Contractor must ensure that the Goods and/or Services are delivered or provided as required by this Contract, the Purchase Order used by Purchaser, and as otherwise mutually agreed in writing between Purchaser and Contractor. All services must be performed by qualified Elevator Technician Mechanic(s) with valid licenses, certifications, and/or qualifications as legally required to perform such Elevator Services.

8.3. PURCHASER INSPECTION OF GOODS AND/OR SERVICES.

(a) Goods and/or Services purchased under this Contract are subject to Purchaser's reasonable inspection, testing, and approval at Purchaser's destination. Purchaser reserves the right to reject and refuse acceptance of Goods and/or Services that are not in accordance with this Contract and Purchaser's Purchase Order.

(b) If there are any apparent defects in the Goods and/or Services at the time of service, Purchaser promptly shall notify Contractor. At Purchaser's option, and without limiting any other rights, Purchaser may require Contractor to repair or replace, at Contractor's expense, any or all of the damaged or defect Goods and/or Services or, at Purchaser's option, Purchaser may note any such damage or defect on the report, decline acceptance, and deduct the cost of rejected Goods and/or Services from final payment. Payment for any Goods and/or Services under such Purchase Order shall not be deemed acceptance.

(c) If a deficiency is discovered at any time during Contractor's performance of this Contract, Contractor, at no additional cost to Purchaser, shall correct the deficiency within ten (10) business days from notice of the deficiency.

8.4. CUSTOMER SERVICE.

(a) Contractor Customer Service Availability. Contractor shall be available by phone and/or email Monday through Friday from 6:00 am to 6:00 p.m. Pacific Standard Time (PST).

(b) Contractor Customer Service Response Time for Purchaser Inquiries for Routine Questions. Contractor shall return Purchasers' calls and emails within two (2) business days.

(c) Contractor Response Time for Purchaser's Request for a Quote. Contractor will provide Purchaser with completed quote, once Contractor has all of the relevant information, within two (2) business days.

(d) Contractor Acknowledgement of Purchase Order. Contractor will acknowledge purchaser orders within two (2) business days.

(e) Contractor Non- Emergency Appointment Requests. This outlines the timeframe for scheduling and providing the appointment details to the Purchaser. Contractor will provide Purchaser the appointment details within two (2) business days.

(f) Contractor Routine Response Time for Purchaser's Repair Request. The response time is counted from the end of the phone call or when Contractor receives the email requesting repair until the technician arrives at location. A Routine Service Request is any request not deemed by Purchaser to require immediate response and resolution by Contractor. Contractor shall respond to all Routine Service Requests in accordance with the following standards:

i. Routine Service Requests shall be resolved as quickly and effectively as possible and in such a manner that the disruption of Elevator Services and inconvenience to Purchasers is absolutely minimized.

ii. Normal Work Hours (Weekdays) between 6 am and 6 pm; PST, within two (2) business days.

(g) Contractor Malfunctioning Response Time for Purchaser's malfunctioning equipment. The response time is counted from the end of the phone call or when Contractor receives the email requesting repair until the technician arrives at location. A Malfunctioning Service Request is any request not deemed by Purchaser to require immediate response and resolution by Contractor. Contractor shall respond to all Malfunctioning Service Requests in accordance with the following standards:

i. Malfunctioning Service Requests shall be resolved as quickly and effectively as possible and in such a manner that the disruption of Elevator Services and inconvenience to Purchasers is absolutely minimized.

ii. Normal Work Hours (Weekdays) between 6 am and 6 pm; PST, within two (2) hours.

iii. Outside of Normal Work Hours between 6 pm and 6 am; PST, within four (4) hours.

(h) Contractor Response Time for Purchaser's Labor & Industries (L&I) Correction Notice. The response time is counted from the end of the phone call or when Contractor receives the email requesting repair to when the technician arrives at location. An L&I correction notice is a Routine Service Request that requires immediate response and resolution by Contractor. Contractor shall respond to all L&I correction notice Requests in accordance with the following standards:

i. L&I Correction Notice Requests shall be resolved as quickly and effectively as possible and in such a manner that the disruption of Elevator Services and inconvenience to Purchasers is absolutely minimized.

ii. Normal Work Hours (Weekdays) between 6 am and 6 pm; PST, within three (3) business days.

(i) Emergency Service Requests Response. Emergency Service Request is defined as an entrapment, or requests for immediate service in situations that are a threat to life or limb and have potential for injury, entrapment, or serious damage to property or Equipment. Upon notification by the Purchaser of a situation, the Contractor will, by mutual agreement, immediately dispatch a technician. Emergency response time is counted from the end of the phone call requesting repair to when the Contractor's Elevator Technician Mechanic(s) arrives onsite. Contractor will keep the Purchaser informed as to the Elevator Technician Mechanic(s) estimated time of arrival and shall respond to all Emergency Service Requests in accordance with the following standards:

i. Emergency Service Requests shall be resolved as quickly and effectively as possible and in such a manner that the disruption of Elevator Services and inconvenience to users is absolutely minimized.

ii. Normal Work Hours (Weekdays) between 6 am to 6 pm, PST: every hour(every 60 minutes) and beyond the first hour, updates every hour (every 60 minutes).

iii. Overtime Hours (all other days/hours) 6 pm to 6 am, PST: every hour (every 60 minutes) and beyond the first hour updates every hour (every 60 minutes).

The Contractor and the Elevator Technician Mechanic(s) will make any emergency their No. 1 priority. Emergency service calls are billable at the applicable hourly rate.

After sixty (60) minutes (or a different timeframe as negotiated upon execution of the Purchaser's agreement), the designated Purchaser's representative has the authority to call the local Fire Department for extractions. The Purchaser reserves the right to seek reasonable compensation or reimbursement for resources used (both material and labor) for damage caused by the Fire Department if the call to the Fire Department was caused by a failure by Contractor to respond within the time limit established.

(j) Schedule Maintenance Shutdowns:
   i. Short Shut Down. Purchaser is to be informed in writing (email acceptable) at least three (3) business days in advance when equipment will be taken down for more than two (2) hours.
   ii. Major Shut Down: Purchaser is to be informed in writing {email acceptable) at least one (1) week in advance when a unit will be taken down for more than one (1) day for non-emergency service and repairs.

(k) Contractor Escalation. In the event of an escalated issue, Contractor shall provide Purchaser with a status update on escalated invoice issues every five (5) business days to Purchaser until invoice corrections are resolved not to exceed 30 calendar days.

In the event of a change with the Contractor's point of contact(s), the Contractor must inform the Contract Specialist within 15 calendar days to ensure the information is updated and posted accordingly.

(l) Contractor Invoicing Correction Commitment. In the event of an unresolved invoicing issue, Contractor shall provide Purchaser with a status update on escalated issues every five (5) business days to Purchaser until such issues are resolved.

In the event of a change with the Contractor's point of contact(s), the Contractor must inform the Contract Specialist within 15 calendar days to ensure the information is updated and posted accordingly.

(m) Invoice Resolution. In the event of an invoicing error, Contractor shall provide to the Purchaser a corrected invoice no later than 30 calendar days from the day the correction was requested.

(n) Contractor shall provide Purchaser with an up-to-date point of contact for Contractor and notify Purchaser of Elevator Technician Mechanic(s) and personnel changes/substitutions within seven (7) days of the change.

(o) Contractor shall notify Purchaser at least forty-eight (48) hours of scheduled changes.

9. PREVAILING WAGES. This Contract category is subject to Washington's Prevailing Wage on Public Works Act (RCW 39.12). Accordingly, for work pursuant to this Contract, Contractor (including any subcontractors), unless exempt, shall pay all workers employed in the performance of any part of the work in accordance with RCW 39.12 and the rules promulgated by the Washington State Department of Labor and Industries.

9.1. WAGE RATES. Contractor, and any subcontractor or other person doing any portion of the work covered by this Contract, shall not pay any laborer, worker, or mechanic less than the applicable and most current prevailing hourly wage rates and fringe benefits for said worker's

classification to all laborers workers or mechanics who perform any work pursuant to any resulting contract, in conformance with the scope or work description of the Industrial Statistician of the Washington State Department of Labor and Industries. Contractor shall have sole responsibility to ascertain the applicable prevailing rate of wage for such classification, as set forth by the State of Washington for the County in which the work is performed. The applicable prevailing wage rates are set forth on the website for the Washington State Department of Labor and Industries. Prevailing wage rates are updated twice a year, on the first business day in February and August, and take effect thirty (30) days after publication. For Elevator Services on this Contract that are provided during an update to the prevailing wage rates, Contractor shall pay the applicable prevailing wage for the date the services performed in compliance with any update to the rates. For clarity, the updates to prevailing wage rates automatically apply to the wage rates on this Contract for any work performed on the day the updated prevailing wage rate takes effect.

9.2. STATEMENT OF INTENT TO PAY PREVAILING WAGES. Before commencing any work under this Contract, Contractor (and all subcontractors) shall file with the Washington State Department of Labor and Industries, for approval, a statement, under oath, certifying its Intent to Pay Prevailing Wages. Contractor also shall provide a copy of the Intent to Pay Prevailing Wages to Purchaser, if requested.

9.3. INVOICES & CONTRACT PAYMENTS. Contractor understands and agrees that each invoice for payment submitted to Purchaser shall state that prevailing wages have been paid in accordance with the pre-filed Statement(s) of Intent, as approved. Copies of the Intent to Pay Prevailing Wages shall be posted on the work site with the address and telephone number of the Industrial Statistician of the Washington State Department of Labor and Industries where a complaint or inquiry regarding prevailing wages may be made. Further, for invoices on this Contract for services performed that occur with an update to the prevailing wage rates, Contractor shall clearly detail the applicable rates charged for the dates services for periods before an update to the prevailing wage rate and periods after the prevailing wage rate to ensure to ensure that the correct prevailing wage rate was utilized.

9.4. AFFIDAVIT OF WAGES PAID. Upon completion of the work under this Contract, Contractor (and each subcontractor) shall file with the Washington State Department of Labor and Industries the approved Affidavit of Wages Paid. Purchaser shall condition final payment to Contractor on the submittal of such Affidavit of Wages Paid.

9.5. LABOR & INDUSTRIES FEES. Contractor shall pay to the Washington State Department of Labor and Industries any applicable fees for the Statement of Intent and/or Affidavit of Wages Paid that are to be submitted to the Washington State Department of Labor and Industries for certification.

9.6. PAYROLL RECORDS. Contractor shall retain payroll records pertaining to work performed for this Contract for three (3) years following expiration or termination of this Contract and, upon request, provide certified copies of such payroll records to Enterprise Services

10 **INVOICING & PAYMENT** CONTRACTOR INVOICE. Contractor shall submit properly itemized invoices to Purchaser's designated invoicing contact for Goods and/or Services delivered under this Contract. Such invoices shall itemize the following:

(a) Contract No. 28723;

(b) Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative);

(c) Contractor's Federal Tax Identification Number;

(d) Purchaser's Purchaser Order No., name, address; and email address;

(e) Date(s) of actual service performed;

(f) Full Service Maintenance Rates, including any available prompt payment discounts.

(g) In addition, invoices for T&M authorized work shall also include the following documentation: Detailed service description and itemized breakdown of applicable Goods and/or Service:

i. Contractor's T&M proposal

ii. Journeyman level labor rate(s): Elevator Technician Mechanic, Elevator Technician Mechanic In Charge, Apprentice (Apprentice only with Purchaser's prior written approval)

Hourly rate and total hours for each labor category, if applicable. Pricing for Labor categories must be clearly structured in same manner as Contract pricing (Prevailing Wage + %).

iii. Actual labor hours worked
The number of hours should reflect at minimum the hours indicated on the MCP or sign in/out log, or other document as agreed by Purchaser.

iv. Repair and/or replacement parts description

v. Unit Price: Actual cost + % markup

Pricing for Parts in performing Elevator Services must be clearly structured in same manner as Contract pricing (cost + % markup)

Invoice amount to include break down of cost of materials

Contractor's invoices for payment shall reflect accurate Contract prices. Invoices shall not be processed for payment until Contractor has conducted the Elevator Service and Purchaser is in receipt of an accurate and a complete invoice as specified herein.

10.2 PAYMENT. Payment is the sole responsibility of, and shall be made by, the Purchaser. Purchaser's obligation to pay invoices is subject to receipt of a timely and accurate invoice and conforming Goods and/or Services. Unless Contractor has provided a prompt payment discount set forth in ***Exhibit B – Prices for Goods/Services***, Purchaser's payment is due within thirty (30) calendar days of invoice. Purchaser retains the right of setoff for any amount due or owing to Purchaser. Purchaser may make payments electronically (e.g., ACH payments). Contractor shall provide information necessary to facilitate electronic payments. If Purchaser fails to make timely payment(s), Contractor may invoice Purchaser in the amount of one percent (1%) per month on the amount overdue or a minimum of $1.00. Payment shall not be considered late if a check or warrant is mailed within the time specified.

10.3 OVERPAYMENTS. Contractor promptly shall refund to Purchaser the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) calendar days of written notice to Contractor; *Provided*, however, that Purchaser shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely refunds of overpayment(s) (either directly or by credit memo), Contractor shall pay

Purchaser interest at the rate of one percent (1%) per month on the amount overdue thirty (30) calendar days after notice to Contractor.

10.4 ADVANCE PAYMENT PROHIBITED. Except as authorized by law, Contractor shall not request or receive advance payment for any Goods and/or Services furnished by Contractor pursuant to this Contract.

10.5 NO ADDITIONAL CHARGES. Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for travel, tolls, parking, mileage, lodging, meals, shipping, handling, insurance, or payment processing.

10.6 TAXES/FEES. Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Contract. Failure to do so shall constitute breach of this Contract. Unless otherwise agreed, Purchaser shall pay applicable sales tax imposed by the State of Washington on purchased Goods and/or Services. Contractor's invoices shall separately state (a) taxable and non-taxable charges and (b) sales/use tax due by jurisdiction. In regard to federal excise taxes, Contractor shall include federal excise taxes only if, after thirty (30) calendar days written notice to Purchaser, Purchase has not provided Contractor with a valid exemption certificate from such federal excise taxes.

11 CONTRACT MANAGEMENT.

11.1 CONTRACT ADMINISTRATION & NOTICES. Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Contract. Enterprise Services' contract administrator shall provide Contract oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Contract. The parties may change contract administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services
Attn: Julie Hannah
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Tel: (360) 407-2215
Email: descontractsteamcedar@des.wa.gov

Contractor
Attn: Tara Whitford
TK Elevator Corporation
12530 135th Avenue NE
Kirkland, WA 98034_
Tel: (253) 606-3375
Email: tara.whitford@tkelevator.com

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

11.2 CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE. Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Purchaser issues pertaining to this Contract.

In the event of a change with the Contractor's point of contact(s), the Contractor must inform the Contract Specialist within 15 calendar days to ensure the information is updated and posted accordingly.

11.3 LEGAL NOTICES. Any legal notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services
Attn: Legal Services Manager
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Email: greg.tolbert@des.wa.gov

Contractor
Attn: Nicole Tarrant
TK Elevator Corporation
12530 135th Avenue NE
Kirkland, WA 98034
Email: Nicole.tarrant@tkelevator.com

Notices shall be deemed effective upon the earlier of receipt if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

12. CONTRACTOR SALES REPORTING; VENDOR MANAGEMENT FEE; & CONTRACTOR REPORTS.

12.1. CONTRACT SALES REPORTING. Contractor shall report total Contract sales quarterly to Enterprise Services, as set forth below.

(a) Contract Sales Reporting System. Contractor shall report quarterly Contract sales in Enterprise Services' Contract Sales Reporting System. Enterprise Services shall provide Contractor with a login password and a vendor number. The password and vendor number shall be provided to the Sales Reporting Representative(s) listed on Contractor's Bidder Profile.

(b) Data. Each sales report must identify every authorized Purchaser by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Purchasers specified herein during the term of the Contract. If there are no Contract sales during the reporting period, Contractor must report zero sales.

(c) Due dates for Contract Sales Reporting. Quarterly Contract Sales Reports must be submitted electronically by the following deadlines for all Contract sales invoiced during the applicable calendar quarter:

QUARTER	FOR SALES MADE IN CALENDAR QUARTER	CONTRACT SALES REPORT	
		DUE BY	PAST DUE
1	January 1 – March 31	April 30	May 1
2	April 1 – June 30	July 31	August 1

Quarter	For Sales Made In Calendar Quarter	Contract Sales Report	
		Due By	Past Due
3	July 1 – September 30	October 31	November 1
4	October 1 – December 31	January 31	February 1

12.2. Vendor Management Fee. Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 1.25 percent on the purchase price for all Contract sales (the purchase price is the total invoice price less applicable sales tax).

(a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

Amount owed to Enterprise Services = Total Contract sales invoiced (not including sales tax) x .0125.

(b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.

(c) Enterprise Services shall invoice Contractor quarterly based on Contract sales reported by Contractor. Contractor is not to remit payment until Contractor receives an invoice from Enterprise Services. Payments must be received within thirty (30) calendar days of the invoice issue date from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference the invoice number.

(d) Contractor's failure to report accurate total net Contract sales, to submit a timely Contract sales report, or to remit timely payment of the VMF to Enterprise Services, shall be cause for Enterprise Services, at its discretion, to suspend Contractor or terminate this Contract or exercise remedies provided by law. Without limiting any other available remedies, the parties agree that Contractor's failure to remit to Enterprise Services timely payment of the VMF shall obligate Contractor to pay to Enterprise Services, to offset the administrative and transaction costs incurred by the State to identify, process, and collect such sums, the sum of $200.00 or twenty-five percent (25%) of the outstanding amount, whichever is greater, or the maximum allowed by law, if less.

(e) Enterprise Services reserves the right, upon thirty (30) calendar days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.

12.3. Annual Contract Sales Report For Service Contracts. Contractor shall provide to Enterprise Services a detailed annual Contract sales report. Such report shall include, at a minimum, the following:

(a) The total dollar amount for Elevator Services (including, as applicable, item number or other identifier) invoiced by Contractor;

(b) Date Elevator Services performed;

(c) Locations, by Purchaser; where Contractor performed Elevator Services and

(d) Contract pricing:

i. Full Service Maintenance Rates (Monthly, Quarterly, and/or Annual)

ii. Prevailing Wage + % (Hourly rate and total hours for each labor category, if applicable. Pricing for Labor categories must be clearly structured in same manner as Contract pricing (Prevailing Wage + %).

iii. Parts: Actual cost + % markup. Pricing for parts categories must be clearly structured in same manner as Contract pricing (Actual Cost + % mark up).

(e) Total dollar amount for Elevator Services purchased by Purchaser;

This report must be provided in an electronic format that can be read by Microsoft (MS) Excel. Such report is due within thirty (30) calendar days of the annual anniversary of the effective date of this Contract.

13. RECORDS RETENTION & AUDITS.

13.1 RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Contract and orders placed by Purchasers under it to the extent and in such detail as shall adequately reflect contract performance and administration of purchases, payments, taxes, and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Contract or final payment for any order placed by a Purchaser against this Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

13.2 AUDIT. Enterprise Services reserves the right to audit, or have a designated third-party audit, applicable records to ensure that Contractor properly has invoiced Purchasers and that Contractor has paid all applicable vendor management fees to Enterprise Services. Accordingly, Contractor shall permit Enterprise Services, any Purchaser, and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Contract or Purchase Orders placed by a Purchaser under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Contract or final payment for any order placed by a Purchaser against this Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

13.3 OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES. Without limiting any other remedy available to any Purchaser, Contractor shall (a) reimburse Purchasers for any overpayments inconsistent with the terms of this Contract or Purchase Orders placed thereunder, at a rate of 125% of any such overpayments, found as a result of the examination of Contractor's records; and (b) reimburse Enterprise Services for any underpayment of vendor management fees, at a rate of 125% of such fees found as a result of the examination of Contractor's records (e.g., if Contractor underpays the Vendor Management Fee by $500, Contractor would be required to pay to Enterprise Services $500 x 1.25 = $625); Provided, however, that, in the event Contractor timely discovers and corrects any Purchaser overpayment or Contractor underpayment of vendor management fees and does so prior to the initiation of

any audit, Contractor shall be entitled to reimburse Purchaser or pay to Enterprise Services the actual amount of such Purchaser overpayment or such underpayment of vendor management fees.

14. INSURANCE.

14.1. REQUIRED INSURANCE. Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in ***Exhibit C – Insurance Requirements***. All costs for insurance, including any payments of deductible amounts, shall be considered incidental to and included in the prices for Goods and/or Services and no additional payment shall be made to Contractor.

14.2. WORKERS COMPENSATION. Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. If Contractor performs Services on Purchaser's behalf in the State of Washington, and only to the extent of claims against Contractor by Purchaser under the Indemnity obligations in this Contract, Contractor expressly waives any immunity it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW. Contractor's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefit acts. The parties expressly acknowledge and certify that the waiver of immunity under Title 51 RCW was mutually negotiated and agreed upon.

15. CLAIMS.

15.1. ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES. Contractor assumes sole responsibility AND all risks of personal injury or property damage to itself and its employees and agents in connection with its operations under this Contract. Enterprise Services has made no representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any Purchaser's property resulting directly or indirectly from Contractor's acts or omissions under this Contract.

15.2. THIRD-PARTY CLAIMS; GENERAL INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold Enterprise Services and any Purchaser and their employees and agents harmless from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities, or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "Claims") to the extent arising out of Contractor's or its successors', agents', or subcontractors' negligence, other tortious fault, or intentional misconduct under this Contract. The parties agree that if there are any limitations of Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability shall not apply to injuries to persons (including death), damages to property, data breach, and/or intellectual property infringement. Contractor shall take all steps needed to keep Purchaser's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.

15.3. INTELLECTUAL PROPERTY INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold Enterprise Services and any Purchaser and their employees and agents harmless from against any and all Claims resulting from allegations of infringement of any patents, copyrights, trade secret, or similar intellectual property rights covering the Goods and/or Services provided, or the use of the Goods and/or Services under this Contract. If Purchaser's use of Goods and/or Services provided by Contractor is enjoined based on an intellectual property infringement Claim, Contractor shall, at its own expense, either procure for Purchaser the right to continue using the Goods and/or Services or, after consulting with Purchaser and obtaining Purchaser's consent, replace or modify the Goods and/or Services with substantially similar and functionally equivalent non-infringing Goods and/or Services.

16. DISPUTE RESOLUTION. The parties shall cooperate to resolve any dispute pertaining to this Contract efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior managers of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

17. TERMINATION; EXPIRATION; SUSPENSION; & REMEDIES.

17.1. TERMINATION. This Contract may be terminated: (a) upon the mutual written agreement of the parties; (b) by the non-breaching party where the breach is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching party, unless a different time for cure is otherwise stated in this Contract; and (c) as otherwise expressly provided for in this Contract. This Contract shall terminate automatically and without further action if a party becomes insolvent or is placed in receivership, reorganization, liquidation, or bankruptcy. In addition to any other available remedies, the non-breaching party may terminate this Contract as provided in subsection (b) above without further liability by written notice to the breaching party. A termination for breach shall not affect rights or obligations accrued or owed before the effective date of the termination notice.

17.2 TERMINATION FOR NONAPPROPRIATION OR REDUCTION OF FUNDS OR CHANGES IN LAW. Enterprise Services may suspend or terminate this Contract and Purchasers may suspend or terminate applicable Purchase Orders, in whole or in part, at the sole discretion of Enterprise Services or, as applicable, Purchaser, if Enterprise Services or, as applicable, Purchaser reasonably determines that: (a) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract or applicable Purchase Order; or (b) that a change in available funds affects Purchaser's ability to pay under the applicable Purchase Order. A change of available funds as used in this section includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor. If a written notice is delivered under this provision, Purchaser shall reimburse Contractor for Goods properly ordered and/or Services properly performed until the effective date of said notice. Except as stated in this provision, in the event of termination for nonappropriation or reduction of funds or changes in law, Purchaser shall have no obligation or liability to Contractor.

17.3 TERMINATION FOR PUBLIC CONVENIENCE. Enterprise Services, for public convenience, may terminate this Contract; *Provided*, however, that such termination for public convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for public convenience shall only be effective upon sixty (60) calendar days prior written notice; and *Provided further*, that such termination for public convenience shall not relieve any Purchaser from payment for Goods/Services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for public convenience, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.

17.4 PURCHASER OBLIGATIONS – EXPIRATION. Upon expiration of this Contract, Purchaser shall accept and take delivery of all outstanding and not yet fulfilled Purchase Orders and pay Contractor the price as set out in the Contract. Notwithstanding any provision to the contrary, in no event shall a Purchaser's Purchase Order pursuant to this Contract that is executed prior to expiration of this Contract allow for Contractor to provide Goods and/or Services more than twelve (12) months beyond the expiration date of the Contract.

17.5 CONTRACTOR OBLIGATIONS – EXPIRATION OR TERMINATION. Upon expiration or termination of this Contract, Contractor shall: (a) continue to fulfill its warranty obligations with respect to any Goods and/or Services sold hereunder and all provisions of the Contract that, by their nature, would continue beyond the expiration, termination, or cancellation of the Contract shall so continue and survive; and (b) promptly return to Purchaser all keys, badges, and other materials supplied by Purchaser for the performance of any Purchase Order entered into pursuant to this Contract.

17.6 DEFAULT. Any of the following events shall constitute cause for Enterprise Services to declare Contractor in default of this Contract:

(a) Contractor fails to perform or comply with any of the terms or conditions of this Contract;

(b) Contractor fails to timely report quarterly contract sales;

(c) Contractor fails to timely pay the vendor management fees when due;

(d) Contractor fails to maintain the insurance coverages specified herein or timely provide to Enterprise Services the Certificate of Insurance and updates thereto specified herein; or

(e) Contractor breaches any representation or warranty provided herein.

17.7 SUSPENSION & TERMINATION FOR DEFAULT. Enterprise Services may suspend Contractor's operations under this Contract immediately by written cure notice of any default. Suspension shall continue until the default is remedied to Enterprise Services' reasonable satisfaction; *Provided*, however, that, if after thirty (30) calendar days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Contract. All of Contractor's obligations to Enterprise Services and Purchasers survive termination of Contractor's rights under this Contract, until such obligations have been fulfilled.

17.8 REMEDIES FOR DEFAULT.

(a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Contract are in addition to all other available remedies.

(b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Purchasers replacement Goods and/or Services. In such event, Contractor shall be liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Contract price and the replacement or cover price as well as any administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement.

17.9 LIMITATION ON DAMAGES. Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Purchaser be liable to the other for exemplary or punitive damages; *Provided*, however, that nothing contained in this Section shall in any way exclude or limit: (a) a party's liability for all damages arising out of that party's intentional acts or omissions; (b) the operation of any Goods or Services warranty provided in this Contract; or (c) damages subject to the Intellectual Property Indemnity section of this Contract. Any limitation of either party's obligations under this Contract, by delivery slips or other documentation is void.

17.10 SUSPENSION/TERMINATION PROCEDURE. Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or termination. Accordingly, Contractor shall deliver to Purchasers all Goods and/or Services that are complete (or with approval from Enterprise Services, substantially complete) and Purchasers shall inspect, accept, and pay for the same in accordance with this Contract and the applicable Purchase Order. Unless directed by Enterprise Services to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.

18 **PURCHASE ORDER TERMINATION**. Purchaser Orders between Eligible Purchasers and Contractor may be terminated as follows:

(a) Upon the mutual written agreement of the parties to the Purchase Order;

(b) By the non-breaching party where the breach of the Purchase Order is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching party, unless a different time for cure is otherwise stated in the applicable Purchase Order; or

(c) As otherwise expressly provided for in the applicable Purchase Order.

Purchase Orders shall terminate automatically and without further action if a party becomes insolvent or is placed in receivership, reorganization, liquidation, or bankruptcy. In addition to any other available remedies, the non-breaching party may terminate the Purchase Order as provided in subsection (b) above without further liability by written notice to the breaching party. A termination for breach shall not affect rights or obligations accrued or owed before the effective date of the termination notice.

19 **PUBLIC INFORMATION & PUBLIC RECORDS DISCLOSURE REQUESTS**.

19.1 WASHINGTON'S PUBLIC RECORDS ACT. Unless statutorily exempt from public disclosure, this Contract and all related records are subject to public disclosure as required by Washington's Public Records Act, RCW 42.56.

19.2 CONTRACTOR OBLIGATION. Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records provided to Enterprise Services that Contractor believes are statutorily exempt from disclosure and identify the precise statutory basis for exemption from disclosure. In addition, if, in Contractor's judgment, certain portions of such records are not statutorily exempt from disclosure but are sensitive because particular portions of Contractor's records (NOT including pricing) include highly confidential, proprietary, or trade secret information (or the equivalent) that Contractor protects through the regular use of confidentiality or similar agreements and routine enforcements through court enforcement actions, Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records that include such sensitive information.

19.3 ENTERPRISE SERVICES' OBLIGATION. In the event that Enterprise Services receives a public records disclosure request pertaining to records that Contractor has submitted and marked either as (a) statutorily exempt from disclosure; or (b) sensitive, Enterprise Services, prior to disclosure, shall do the following: Enterprise Services' Public Records Officer shall review any records marked by Contractor as statutorily exempt from disclosure. In those situations, where the designation comports with the stated statutory exemption from disclosure, Enterprise Services shall redact or withhold the record(s) as appropriate. For records marked 'sensitive' or for records where Enterprise Services determines that no statutory exemption to disclosure applies or is unable to determine whether the stated statutory exemption to disclosure properly applies, Enterprise Services shall notify Contractor, at the address provided in the Contract, of the public records disclosure request and identify the date that Enterprise Services intends to release the record(s) (including records marked 'sensitive' or exempt from disclosure) to the requester unless Contractor, at Contractor's sole expense, timely obtains a court order enjoining Enterprise Services from such disclosure. In the event Contractor fails to timely file a motion for a court order enjoining such disclosure, Enterprise Services shall release the requested record(s) on the date specified. Contractor's failure properly to identify exempted or sensitive information or timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such records are exempt or protected from public disclosure.

20 **GENERAL PROVISIONS**.

20.1 TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Contract.

20.2 COMPLIANCE WITH LAW. Contractor shall comply with all applicable law. Contractor shall obtain all necessary permits and approvals and give all stipulations, certifications, and representations that may be required for it to perform this Contract.

20.3 NONDISCRIMINATION.

(a) Nondiscrimination Requirement. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination

requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.

(b) Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).

(c) Default. Notwithstanding any provision to the contrary, Enterprise Services may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Enterprise Services receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Enterprise Services may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

(d) Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between this Contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Enterprise Services and/or Purchasers shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Enterprise Services and/or Purchasers for default under this provision.

20.4 ENTIRE AGREEMENT. This Contract constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.

20.5 AMENDMENT OR MODIFICATION. Except as set forth herein, this Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party.

20.6 AUTHORITY. Each party to this Contract, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Contract and that its execution, delivery, and performance of this Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

20.7 NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Contract. Neither party is an agent of the other party nor authorized to obligate it.

20.8 INDEPENDENT CONTRACTOR. The parties intend that an independent contractor relationship is created by this Contract. Contractor and its employees or agents performing under this Contract are not employees or agents of Enterprise Services. Contractor shall not have authorization, express or implied, to bind Enterprise Services to any agreement, liability, or understanding, except as expressly set forth herein. Contractor and its employees and agents are not entitled to unemployment insurance or worker's compensation benefits through Enterprise Services or the State of Washington and Enterprise Services and the State of Washington shall not pay for or otherwise provide such coverage for Contractor and its employees and agents.

20.9 ASSIGNMENT. Contractor may not assign its rights under this Contract without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor (a) provides written notice to Enterprise Services within thirty (30) calendar days of such event and (b) timely executes Enterprise Services' Assignment, Assumption, and Consent Agreement, Contractor may assign its rights under this Contract in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Contract notwithstanding any prior assignment of its rights.

20.10 BINDING EFFECT; SUCCESSORS & ASSIGNS. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

20.11 ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS AND/OR SERVICES. Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any Goods and/or Services provided in Washington for the purpose of carrying out Contractor's obligations under this Contract, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.

20.12 FEDERAL FUNDS. To the extent that any Purchaser uses federal funds to purchase Goods and/or Services pursuant to this Contract, such Purchaser shall specify, with its Purchase Order, any applicable requirement or certification that must be satisfied by Contractor at the time the Purchase Order is placed or upon delivery of such Goods and/or Services to Purchaser.

20.13 SEVERABILITY. If any provision of this Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Contract, and to this end the provisions of this Contract are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Contract.

20.14 WAIVER. Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Contract, nor shall any purported oral modification or rescission of this

Contract by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.

20.15 SURVIVAL. All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Contract shall survive and remain in effect following the expiration or termination of this Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.

20.16 GOVERNING LAW. The validity, construction, performance, and enforcement of this Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to any choice of law principles that would provide for the application of the laws of another jurisdiction.

20.17 JURISDICTION & VENUE. In the event that any action is brought to enforce any provision of this Contract, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.

20.18 ATTORNEYS' FEES. In the event of litigation or other action brought to enforce this Contract, each party shall bear its own attorneys' fees and costs.

20.19 FAIR CONSTRUCTION & INTERPRETATION. The provisions of this Contract shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Contract. Each party hereto and its counsel has reviewed and revised this Contract and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Contract. Each term and provision of this Contract to be performed by either party shall be construed to be both a covenant and a condition.

20.20 FURTHER ASSURANCES. In addition to the actions specifically mentioned in this Contract, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Contract.

20.21 EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Contract in their entirety.

20.22 CAPTIONS & HEADINGS. The captions and headings in this Contract are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Contract nor the meaning of any provisions hereof.

20.23 ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Contract or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract or such other ancillary agreement for all purposes.

20.24 COUNTERPARTS. This Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this

Contract at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Contract.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON **Department of Enterprise Services**	**TK Elevator Corporation,** **a Delaware Corporation**
By: Elena McGrew	By: Tara Whitford
Elena McGrew Type Name	Tara Whitford Type Name
Its: Procurement Manager Title	Its: Area Sales Director Title

INCLUDED GOODS/SERVICES

Contractor shall perform equipment Full-Service Maintenance, Preventative Maintenance, testing, documentation and logging of all service visits, conduct repair services and other service components (hereafter "Elevator Services") as set forth in the Contract, shall furnish all materials and labor, and comply with all requirements according to currently adopted codes for the designated elevator, lift, or escalator equipment (hereafter "Equipment").

DEFINITIONS

"Full-Service Maintenance" shall refer to maintenance of Equipment where the Contractor performs systematic Preventative Maintenance, examinations, routine examinations, adjustments, testing, repairs and provides all materials, labor, supervision, diagnostic equipment, laptops, tools, supplies, weights, fluids, and other maintenance and repair services necessary to ensure regulatory compliance, prevent malfunctions or shutdowns due to normal wear and tear, to provide for continuous and safe operation of Equipment, and to prolong the life of all Equipment.

"**Preventative Maintenance**" shall refer to Contractor performing routine examinations, testing, adjustments, lubrication, repairs and like-for-like replacement of system component parts, furnishing all materials, labor, supervision, diagnostic equipment, laptops, tools, supplies, weights, fluids, and other goods and services necessary to ensure regulatory compliance, to prevent malfunctions or shutdowns due to normal wear and tear, to provide for continuous and safe operation of Equipment, and to prolong the life of all Equipment.

SPECIFICATION REQUIREMENTS

1. Equipment Pre-Maintenance Services

Contractor shall perform Equipment Pre-Maintenance Services at the start of a Purchaser's initial agreement term to ensure the Equipment is in good working order and/or brought into compliance with current codes and regulations. The Contractor shall make an initial inspection of the Equipment upon commencement of the Purchaser's agreement and report any deficiencies not previously identified by the prior Contractor. If any necessary corrections or repairs are identified within thirty (30) calendar days of the commencement of the Purchaser's agreement, the Contractor shall submit a T&M proposal using the Contractor's Time and Material rates; however, the Purchaser reserves the right to solicit offers from, and have corrections, or repairs made by other Contractors.

For Equipment covered under a Full-Service Maintenance, any repairs not identified by the Contractor and not reported to the Purchaser within the first thirty (30) calendar days of the commencement of the Purchaser's agreement, it is held that the Contractor has not found any deficiencies, and all repair work shall be at the Contractor's expense and shall become the responsibility of the Contractor to Repair under the Full-Service Preventative Maintenance provision of the Purchaser's agreement.
If Equipment was previously maintained by the same Contractor, any deficiencies identified in the initial inspection shall become the responsibility of the Contractor to Repair under the Full-Service Preventative Maintenance provision of the Purchaser's agreement.

2. Full Service Maintenance and Plan Frequency

	Maintenance Rate	**Exclusions listed in Section 2.10**
Full Service Maintenance and Required ASME Examinations/Tests (Including On-site response and Troubleshooting)	Included	N/A
Standby Services	Included	Time and Material (T&M) would apply
Repairs/Replacements	Included	Time and Material (T&M) would apply

Full Service Maintenance Plan Frequency: Purchaser's Purchaser Order will specify the frequency of the Full Service Maintenance visits. Purchaser's may request monthly, quarterly, or annual Services for regularly scheduled services and/or periodic Services, for each type of Equipment within a Region in accordance with ***Exhibit B – Prices for Goods/Services.*** Contractor shall provide Purchaser, for its review and approval, a proposed schedule to perform the Elevator Services. Contractor shall obtain written authorized from Purchaser for changes to the agreed schedule.

2.1. Preventative Maintenance

Preventative Maintenance includes but is not limited to: a maintenance program for the Contractor to service all Equipment and associated parts. The work to be performed by the Contractor under the specifications shall consist of furnishing all material, labor, supervision, tools, supplies, and other expenses necessary to provide full-service maintenance, including applicable component adjustments at regular intervals and repair or replace all worn or defective components where necessary, and replacement of parts as herein specified for all equipment covered. Contractor shall systematically examine, adjust, lubricate, clean and when conditions warrant, repair or replace the parts and components and all other mechanical or electrical equipment, including, but not limited to the following elevator types also known as "Equipment":

A. Passenger Elevator
   i. Traction (roped)
      - Geared
      - Gearless
   ii. Hydraulic
      - Conventional
      - Hole-less
      - Roped Hydraulic (hybrid of traction and hydraulic)
   iii. Machine Room Less (MRL)
      - Traction
      - Hydraulic

B. Service/Freight Elevator
   i. Traction (roped)
      - Geared
      - Gearless
   ii. Hydraulic
      - Conventional
      - Hole-less
      - Roped Hydraulic (hybrid of traction and hydraulic)

iii. Machine Room Less (MRL)
- Traction
- Hydraulic

C. Escalator

D. Industrial. Typically used in industrial type warehouses.
i. Hoist
ii. Incline

E. Lift
i. Wheelchair Lift
ii. Dumbwaiter
iii. Platform Lift

2.2. Full Service Maintenance Coverage

Contractor shall prepare and submit to Purchaser a detailed Full Service Maintenance schedule for all Equipment to be serviced within five (5) calendar days after execution of the Purchaser's Purchase Order. As a minimum, the Equipment shall be examined and maintained in accordance with currently adopted codes:

A. Contractor shall include the following elements in the preventive maintenance procedures for the Equipment:
i. Provide operational checks of all Equipment car door safety edges/detectors. Contractor shall provide documentation of such checking in their machine room check charts.
ii. Provide check of directional lights, call registered lights and all other Equipment lighting fixtures.
iii. Furnish and replace all burned out bulbs on each visit.
iv. Maintain pit lighting, car top lighting and hoistway lighting.

B. Contractor shall repair loose cab handrails and maintain fastening bolt tightness, repair and maintain communication equipment, cabinetry doors, and door hinges.

C. **For Geared/Gearless Elevators** and according to currently adopted codes, Contractor shall:
i. Furnish lubricants and all Furnish lubricants and all cleaning supplies selected by Contractor to meet the manufactures and specific requirements of the equipment.
ii. Regularly and systematically examine, adjust, clean, lubricate as required, and if conditions warrant, repair, or replace:
- Geared/Gearless hoist machine-including brake, armature fields, brushes, brush rigging, gear case, gears, bearings, hoist motor and sheaves
- Hoist and governor ropes
- Governor
- Governor pit sheave
- Controllers, selector, starters, dispatcher and relay panels
- All bearings
- All rotating elements
- Contacts, relays and timers
- Resistors and transformers

- Solid-state devices and all sub-components including batteries and backup batteries
- In-car emergency lighting
- Traveling cables
- Firefighter's service equipment
- Automatic power door operators, landing and car door hangers, landing and car door contacts, door protective devices, hoistway door interlocks, bottom door guides
- Interlocks and door closers/closures
- Car buffers
- Car exhaust fan
- Car-top inspection station
- Limit and slowdown switches
- Door protective devices and alarm bells
- Car and corridor operating pushbuttons
- Load weighing equipment
- All hall lanterns, car position and hall position indicators, lobby control panels, car operating panels, and all other signal and accessory facilities furnished and installed as a part of the whole equipment
- Car and counterweight roller guides
- Batteries
- Communication devices

D. **For Hydraulic Elevators, Wheelchair Lifts, and Platform Lifts** and according to currently adopted codes, Contractor shall:

i. Furnish lubricants and all cleaning supplies selected by Contractor to meet the manufactures and specific requirements of the equipment.

ii. Regularly and systematically examine, adjust, clean, lubricate as required, and if conditions warrant, repair, or replace:

- Hydraulic pumps and associated plumbing
- Hydraulic cylinder (part that is not in the ground), plunger, packing and packing head
- Hydraulic fluid and piping, unless the piping is underground
- Seismic valve and pit shut off valve
- Hydraulic oil line couplings
- All exposed hydraulic oil lines, brackets and stands
- Controllers, starters, selector and relay panels
- Pump motors
- All bearings
- All rotating elements
- Contacts, relays and timers
- Resistors and transformers
- Solid-state devices

- In-car emergency lighting
- Firefighter's service equipment
- Automatic power door operators, landing and car door hangers, landing and car door contacts, door protective devices, hoistway door interlocks, bottom door guides, door closures, slide guides and rails
- Interlocks
- Car buffers
- Limit and slowdown switches
- Door protective devices and alarm bells
- Car and corridor operating pushbuttons
- Load weighing equipment
- All hall lanterns, car position and hall position indicators, lobby control panels, car operating panels, and all other signal and accessory facilities furnished and installed as a part of the whole equipment
- Electrical Traveling Cables
- Batteries
- Communication devices

E. **For Escalators** and according to currently adopted codes, Contractor shall:

i. Furnish lubricants selected by Contractor to meet the manufactures and specific requirements of the equipment.

ii. Regularly and systematically examine, adjust, clean, lubricate as required, and if conditions warrant, repair, or replace:

- Machine, worm, gear, external gearing, drive chain, thrust bearing, main bearings, and brake assembly, coil, linings and component parts
- Motor, motor windings, rotating elements and bearings. Contractor is obligated to remove and properly dispose any waste, oil, and hazardous materials in accordance to local, state and federal requirements
- Controller, all relays, contacts, coils, resistance for operating and motor circuits, operating transformers, and operating rectifiers
- Handrail, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step tread, step wheels, step chains, step axle bushings, comb plates, floor plates and tracks
- Upper drive, upper drive bearings, tension sprocket bearings, upper newel bearings and lower newel bearings
- All balustrade, deck, skirt, skirt brushes and trim fastenings (screws, clips, etc.)
- Under step lighting
- All safety devices, including but not limited to, skirt switches, emergency stop switches, handrail switches, stop switches, broken chain switches, step out of position switches, missing step detectors, step up-thrust safety switches, and etc.
- Maintain all accessory equipment, and if conditions warrant, repair or replace the following escalator components: escalator power unit, controller parts, electrical switches, wiring, bearing, governors and brakes, step and chain

wheels, chains and sprockets, steps and step treads, comb plates, safety device handrails.

F. **For Oil Changes** recommended by Contractor during the Equipment Pre-Maintenance Services time frame in Section 1 above or upon Purchaser's request to change oil despite Contractor's test showing passing, Contractor:

i. Provide the Purchaser with the following:

- Age of Equipment
- Date of last complete oil change
- Approximate number of hours Equipment was used since last complete oil change
- Manufacture's recommended oil change for specific Equipment
- Equipment Model and Type
- What signs and/or symptom Equipment is showing an oil change is required
- Provide a copy of the oil analysis testing results
- Provide current pictures to Purchaser
- Provide estimate/quote on costs and anticipated time Equipment will be out of service

ii. Purchaser shall issue a Purchaser Order if approved to proceed.

iii. Contractor shall provide pictures to Purchaser after complete oil change.

2.3. Full Service Maintenance – Other Requirements

A. Contractor must repair the elevator regardless of the reason for the shutdown and it is included in the preventative maintenance section and this is not a billable service and shall not be excused from equipment shut downs allegedly caused by "faulty or dirty" building incoming electrical power unless Contractor provides the fault log or documentation showing there was a power failure or power outage resulting in Equipment shut-down on date of service call.

B. Contractor shall inspect of hoistway, pit equipment, car top, machine rooms, and interiors as part of scheduled preventive maintenance at no additional expense to Purchaser.

C. Any and all remote monitoring equipment and on-going service shall be at the Contractor's total expense.

D. Contractor shall assign an Elevator Technician to assist with heat and/or smoke detector testing in the hoistway (fire system testing), emergency generator tests.

E. Contractor shall post the standard Preventive Maintenance schedule/chart and a Preventative Maintenance Log in the Equipment machine rooms and any designated areas. The Preventative Maintenance Log shall include all entries for routine and non-routine maintenance, and repairs. Entries shall include date Full Service Maintenance is complete, Elevator Technician or supervisor's name, brief description of Full Service Maintenance completed and the approximate time required for Full Service Maintenance. Contractor shall post the standard Preventive Maintenance schedule/chart and a Preventative Maintenance Log in the Equipment machine rooms and any designated areas. The Preventative Maintenance Log shall include all entries for routine

and non-routine maintenance, and repairs. Entries shall include date Full Service Maintenance is complete, Elevator Technician or supervisor's name, brief description of Full Service Maintenance completed and the approximate time required for Full Service Maintenance. The Preventative Maintenance Log and Full Service Maintenance schedule/chart shall be maintained for Purchaser's review and examination at any time. Purchaser may copy the Full Service Maintenance Log and Full Service Maintenance schedule/chart at any time. The log book will be made available to the Contractor at all times, including times when no designated Purchaser's personnel is/are present. Contractor shall provide Purchaser with a schedule, in either written or electronic form, (as preferred by Purchaser) of when Equipment will be taken out of service for Full Service Maintenance. Purchaser must approve any changes to this schedule in writing.

F. Contractor shall maintain one (1) complete set of wiring diagrams showing "as built" conditions with any changes or modifications to circuits resulting from control modifications, parts replacement or Equipment up-grade in each machine room as required by Labor and Industries and the Elevator Technicians to utilize when troubleshooting/testing/etc. When any modifications are made to diagrams, the modified drawings must be made. the original changes shall be maintained in the Equipment machine room. Purchaser retains sole possession of these wiring diagrams. Wiring diagrams shall be kept legible, neat, and orderly fashion in each machine room.

G. Purchaser will provide wiring diagrams, if available. If Purchaser does not provide the wiring diagrams, Contractor shall work with Purchaser to provide the diagrams, at Purchaser's expense.

H. Contractor shall be responsible for maintaining exterior of the machinery, and other parts of the Equipment, properly painted, identified, and presentable at all times.

I. Contractor shall provide a lockable metal- parts cabinet in each Equipment machine room to store parts and materials like rags, fluids, etc. Contractor shall coordinate purchase and/or installation for purchase of the correct cabinet that is allowed in the elevator machine room with Purchaser, as needed. Contractor shall supply materials and supplies at the Contractor's cost plus for replacement parts from ***Exhibit B – Prices for Goods/Services*** sheet.

J. Contractor shall be required to provide a member of their supervisory personnel, regularly engaged in examinations and supervision, to visit Purchaser's site at least annually to observe the quality of Maintenance and to make certain that the quality of Maintenance meets the specified and intended standards. The Supervisor shall schedule each visit with Purchaser. Purchaser may provide a member of their staff to accompany the Contractor during the on-site review of the Equipment machine rooms and equipment. Examinations and supervision by Contractor shall be at no cost to Purchaser. Contractor shall provide a written report of the results of this examination to the Purchaser's within fourteen (14) calendar days of the on-site examination Contractor must repair the elevator regardless of the reason for the shutdown and it is included in the preventative maintenance section and this is not a billable service and shall not be excused from equipment shut downs allegedly caused by "faulty or dirty" building incoming electrical power unless Contractor provides the fault log or documentation showing there was a power failure or power outage resulting in Equipment shut-down on date of service call.

2.4. General Equipment Services Requirements

A. Equipment Services shall be conducted in a manner consistent with Purchaser's intent to provide uninterrupted service. The Equipment must provide reliable and safe transportation on a continuous basis, twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days per year. Having the Elevator Equipment running at all times is extremely important especially for public facing entities that provide essential services.

B. Contractor shall notify Purchaser if Equipment Services will generate excessive noise and shall schedule such Equipment Services with Purchaser in advance.

C. Overtime Elevator Services required or requested shall be scheduled and approved with the Purchaser in advance. Contractor needs to request whether the Purchaser wishes to pay for overtime, as in some cases, the Elevator Equipment may not need to be repaired after 6pm and can wait until the next day.

D. All records and documents pertaining to the Equipment provided to Contractor by Purchaser shall be kept current and in good condition and shall be returned to Purchaser upon demand or upon termination the Purchaser's Purchase Order.

E. Contractor shall Purchaser, prior to commencement of Equipment Services, with Safety Data Sheets (hereafter "SDS") for products Contractor intends to employ under the Purchaser's Purchase Order.

F. Contractor will provide their own appropriate service manuals, adjusting manuals, and technical manuals for all Equipment for use by the Contractor during the term of the contract.

G. Removal of Equipment from service shall be scheduled with Purchaser. Contractor shall notify Purchaser before any Equipment is removed from service and when such Equipment is placed back in normal service. Emphasis shall be placed on keeping the Equipment operating during the day. Contractor's Elevator Technician shall document and record in the MCP, the Purchaser's employee who was notified and approved the removal of Equipment.

H. Downtime notification is required according to the following schedule:

   i. **Emergency Shut Down.** Purchaser is to be notified immediately by phone, cell phone, or radio of emergency repairs or safety issues at time of detection. At minimum, a voice-mail and email message is required.

   ii. **Short Shut Down**. Purchaser is to be informed in writing (e-mail acceptable) at least three (3) business days business days in advance when Equipment will be taken down for more than two (2) hours for non-emergency service/repair.

   iii. **Major Shut Down**. Purchaser is to be informed in writing (e-mail acceptable) one (1) week in advance when an unit will be taken down for more than one (1) day for non-emergency service/repair.

I. Contractor shall immediately shut down and remove the Equipment from service when it appears to Contractor to be unsafe or operating in a manner which might cause injury to anyone using said Equipment. Contractor shall provide Purchaser written notice of such action immediately, stating the reason the Equipment was placed out of service and corrective measures required to place the Equipment in service. Written notice shall be provided to Purchaser before Contractor's Elevator Technician leaves the jobsite.

J. Contractor shall provide Purchaser with the names of Elevator Technician Mechanic, Elevator Technician Mechanic In Charge, and Apprentices ("Elevator Technicians") that will be performing the Equipment Services at least five (5) business days after Purchaser's Purchase Order start date. All Contractor's Elevator Technicians that perform may be required to pass a background and security check, provide fingerprinting forms, and complete security awareness training before performing Equipment Services. If there is a change in the Elevator Technician assigned to Purchaser, Contractor's supervisory staff must notify Purchaser prior to the replacement Elevator Technician's first visit.

K. Purchaser reserves the right to request Contractor to replace any or all Elevator Technicians assigned to its buildings if it deems they are not performing in a satisfactory manner, or such personnel who refuse to comply with Purchaser's policies and guidelines.

L. Contractor's Elevator Technicians shall wear clean, neat, well-maintained uniforms identifying them as employees of Contractor for ease of identification by Purchaser.

M. Contractor's arrival and upon completion of Equipment Services or any time Contractor's Elevator Technician leaves the jobsite, Contractor shall inform Purchaser.

N. Contractor shall be solely responsible for all means, methods, techniques, sequences, and procedures of the Equipment Services at no extra cost to Purchaser.

O. Contractor shall follow L and I's requirements for "Lock out Tag Out" regulations and procedures. I Lock Out-Tag Out.

P. Contractor shall maintain the entire Equipment system in a clean manner at all times. Contractor shall furnish a fireproof metal trash container in each machine room. coordinate purchase with Purchaser the correct trash container is allowed in the elevator machine room with Purchaser., as needed. Contractor shall supply materials and supplies at the Contractor's cost plus for replacement parts from ***Exhibit B – Prices for Goods/Services*** sheet. Contractor shall insure that all areas are clean and salvaged materials or scraps are removed before leaving jobsite. This includes but is not limited to: Removal of oily rags, removal of dirt, grease, and lint, maintaining the exterior of all Equipment free of lint, dirt, oil, grease, clean all machine room equipment including: floors, controller/selector, car top, hoistway door track, hanger, interlock, header, strut, hoistway side of sills, underside of car platform, car guides, car door operator, track, hangers, inside area of header, crosshead, guide rail/bracket, fascia, dust cover, pit and inside car station, hall station, lantern, and lobby panel. The cleaning must be to a minimum of Equipment industry standards and shall be to the full satisfaction of Purchaser. If Purchaser decides the cleaning level is below Purchaser's standards, Purchaser has the option of performing necessary clean-up actions or bringing in another contractor to do so, with prior notice provided to Contractor, if the Contactor fails to rectify any deficiencies within the specified timeframe. All costs of the cleaning by another contractor or by Purchaser shall be reimbursed by the Contractor. Contractor will be fully responsible for removal and disposal of all oils, greases, solvents and soiled

cleaning cloths/rags that are used in performing the Equipment Services. All material will be disposed of in accordance with all applicable present or future City, State and Federal Laws and Regulations.

Q. Contractor shall maintain at all times the original Equipment speed in feet per minute. Perform all adjustments required to maintain the proper door opening and closing time, within limits of applicable codes. Check the operating system for each unit to ensure that unit is kept operating continuously and make necessary tests and corrections to ensure all circuits are correct and time settings are properly adjusted.

R. Contractor shall maintain the following minimum Equipment performance requirements. If Contractor is not able to locate written documentation for the last speed test, Contractor shall include the Equipment performance requirements below in Section 1, Equipment Pre-Maintenance Services above during the initial pre-maintenance service visit.

i. Speed:

- +/- 3% in both directions under all loading conditions for all geared/gearless elevators.
- +/-10% in both directions under all loading conditions for hydraulic elevators.

ii. Door closing time:

- Measured from start of door closing until the hoistway doors are fully closed, will be the maximum permitted by Code.

iii. Door dwell time.

- As permitted by The Americans with Disability Act, as now or hereafter amended.

iv. Floor leveling accuracy.

- As required by code.

In accomplishing the above requirements, Contractor shall maintain a comfortable elevator ride with smooth acceleration, retardation and a soft stop. Door operation shall be quiet and positive with smooth checking at the extremes of travel.

S. Contractor shall not be responsible, unless directed by Purchaser in which costs shall be incurred by the Purchaser, for replacing equipment to meet changes in code requirements as may be recommended and/or directed by insurance companies, Federal, State, Municipal or other Governmental authorities. Should a full replacement of an elevator, escalator, chair lift and/or platform lift be required, Purchasing may facilitate a public works project. The successful Contractor may be responsible for the maintenance of the elevator, escalator, chair lift and/or platform list and its associated equipment and parts in accordance with the manufacturer's warranty (typically one (1) year). At the conclusion of the warranty period, in accordance with the contents, the Full Service Maintenance, Contractor shall resume all maintenance activities associated with the maintaining the replaced elevator, escalator, chair lift and/or platform lift.

T. Contractor shall not be responsible, unless directed by Purchaser in which costs shall be incurred by the Purchaser, for replacing equipment to meet changes in code requirements as may be recommended and/or directed by insurance companies, Federal, State, Municipal or other Governmental authorities. Should a full replacement of an elevator, escalator, chair lift and/or platform lift be required, Purchasing may facilitate a public works project. The successful Contractor may be responsible for the maintenance of the elevator, escalator, chair lift and/or platform list and its associated equipment and parts in accordance with the manufacturer's warranty (typically one (1) year). At the conclusion of the warranty period, in accordance with the contents, the Full Service Maintenance,

Contractor shall resume all maintenance activities associated with the maintaining the replaced elevator, escalator, chair lift and/or platform lift.

U. Contractor shall be responsible for giving immediate notice to the designated Purchaser of any condition, which the Contractor's employees discovers, that may present a hazard to either the Equipment or passengers.

V. Contractor shall be responsible for keeping the exterior of the Equipment, machinery and other parts of the equipment subject to rust, painted with heat resistant enamel and presentable at all times. The motor windings shall be treated as needed with proper insulating compound as recommended by the motor manufacturer. Cleaning and re-finishing of the interior of the cars and exterior of hoist way door frames, if requested by Purchaser, shall be a Time & Material rate via a purchaser order.

W. Contractor shall maintain all Equipment in hoistways, pits, machine rooms, and assigned elevator. Contractor shall maintain the work space in a clean, orderly condition, free of dirt, dust and debris; pits and machine spaces shall be kept dry and clean.

2.5. Full Service Maintenance Additional Requirements

Full Service Maintenance shall be performed during normal business hours and charged at a regular hourly rate, unless otherwise requested and approved by the Purchaser in advance. Normal business hours shall mean 6 am to 6 pm, Monday through Friday with the exception of holidays as stipulated by the International Union of Elevator Constructors' local labor agreement.

A. Outside of normal business hours, the Purchaser shall call Contractor through its normal business telephone numbers. Contractor shall provide a reliable means of communication between Contractor's local office and the lead Elevator Technician.

B. Working hours and unscheduled delays. There may be situations that require the Contractor to work other than normal hours and to suspend, postpone, or reschedule work. These situations are normal for large institutional purchasers on this contract. When the Contractor's access to a work area conflicts with a Purchaser's operational requirement, Contractor shall reschedule the work to minimize the disruption; this may require performing the work at times other than normal duty hours. Schedule delays imposed by the Purchaser must be communicated in advance to the Contractor. Purchaser will pay T&M if Contractor arrives to perform scheduled maintenance and is prevented from performing their duties due to the Purchaser. Elevator Services performed outside normal working hours shall be billed at the Overtime Rate.

2.6. Maintenance Control Program (MCP)

Contractor shall provide Maintenance Control Program (MCP) that are standardized and contains at a minimum the details on the L&I MCP document below

- **Hydraulic**: Maintenance Control Program Documentation & Records Hydraulic Elevators (F621-123-000) (wa.gov)
- **Electric**: Maintenance Control Program Documentation & Records Electric Elevators (F621-122-000) (wa.gov)

Contactor shall provide and complete a Purchaser's Maintenance Control Plan (hereafter "MCP"), for the Equipment according to currently adopted codes. The MCP shall at a minimum include examinations, Full Service Maintenance, and tests of Equipment at scheduled intervals in order to ensure that the installation conforms to the requirements of ASME A17.1/CSA B44 Section 8.6 and according to currently adopted codes. The MCP shall also include procedures for tests, periodic checkups, preventative maintenance, replacements, adjustments, and repairs for all SIL rated E/E/PES electrical protective devices and circuits and identify where unique or product-specific procedures or methods are required, to examinations or test Equipment.

A. The MCP procedures and intervals may also be based on the Purchaser's requirements as well as:
   - **i.** Equipment age, condition, and accumulated wear
   - **ii.** Design and inherent quality of the Equipment
   - **iii.** Usage
   - **iv.** Environmental conditions

   The Manufacturer's recommendations for any SIL rated devices or circuits:
   - The instructions for locating the MCP shall be provided in or on the controller along with instructions on how to report any corrective action that might be necessary to Purchaser.
   - MCP shall be located in the elevator machine rooms and shall be in full document compliance with ASME and according to currently adopted codes. MCP documents shall be filled out in full and completely maintained and updated by Contractor's Elevator Technicians.

2.7. Service Tickets

A. After each Equipment service call and regularly scheduled Full Service Maintenance, a legible ticket will be completed indicating the date of Equipment services, location, description and condition of Equipment being Serviced, Equipment services performed, parts replaced, total hours on the job and the Elevator Technician performing the Equipment Service. In the case of an Equipment shutdown or repair, the Service ticket will describe the cause of the Equipment failure and the action taken to correct the failure. Upon Purchaser's request, Contractor shall provide a report of all Service tickets. Contractor shall send or email Purchaser copies of all tickets, callback logs, extra billing, test reports, and repairs for a specified time period. Contractor will, upon request, provide Purchaser with written recommendations to minimize callbacks based on the analysis of the callback trends.

B. All Service tickets shall be left with or completed electronically and emailed to the Purchaser or available via online portal after all visits. Copies of Service tickets shall be included with Contractor invoices.

2.8. Callbacks

For all items noted in Section 2.2, Full Service Maintenance Coverage that requires maintenance or repairs outside of the Contractor's scheduled onsite full service maintenance visit, shall continue to be considered a full service maintenance item to be maintained or repaired at no additional expense to Purchaser.

2.9. Contractor and Purchaser Meetings

When requested by the Purchaser, monthly or quarterly meetings as scheduled by the Purchaser, held at the Purchaser's location or held virtual or by telephone with the Contractor's primary site Elevator Technician and/or Contractor's primary invoicing point of contact and Contractors' escalation point of contacts for the following purposes.

- Review job progress, past performance, outstanding deficiencies, outstanding T&M work, quality of work, and approval and delivery of materials.
- Identify and resolve problems that impede planned progress.
- Coordinate the efforts of all concerned so that progresses on schedule to on time completion.
- Maintain a sound working relationship between the Contractor and the Purchaser, and a mutual understanding of the requirements.
- Resolve any invoicing and payment issues, or other pending concern or issue.

2.10. Full Service Maintenance Exclusions

The only circumstance where the Contractor shall not be obligated under this agreement to repair damage at no additional cost is where such damage was caused by fire or force majeure, except that which is caused by the Contractor or by the willful destruction of the equipment by the Purchaser, clients, employees, or visitors. With respect to repair for which the Contractor is not obligated under this section, the Purchaser will pay at Contractor's time and material rates for any Purchaser approved Time and Material (T&M) Proposals. Repairs **not** included in the Full Service Maintenance may be corrected by Contractor with prior written estimate from Contractor and with Purchaser issued Purchaser Order. All material required for the below-mentioned repairs will be paid on either a time and material (T&M) or not-to exceed basis as defined in the Contractor's proposal. The Contractor will be paid only for repairs that Purchaser issued a Purchase Order and actually required.

Examples of these are the following: Refinishing, repairing or replacing car enclosures, hoistway, enclosure, hoistway door panels, frames, and sills, and all power supply panels and feeders. Cost of repairs, replacements, or removal necessitated by any cause, other than ordinary wear, which is occasioned by negligence shall be determined by the Purchaser. Any repairs that are not the Contractor's responsibility in accordance with the Full Service Maintenance Service or Equipment Repair Services detailed below.

- Door knocked off the tracks/broken gibs
- Elevator left on independent, fire, attendant or emergency service
- Car door detector out of adjustment from doors being hit
- Elevator turned off inside the car and the door pulled shut, unless there is an actual elevator problem that is included in their Contract
- Car enclosure, including removable panels, door panels, car doors, suspended ceilings, handrails, car finish and flooring coverings, hoistway enclosures, hoistway entrance frames, sills, signal fixture faceplates, fire recall initiation devices, cleaning of car interior or underground hydraulic piping and the underground part of the hydraulic cylinder
- Any premaintenance repairs
- Elevator Services responses due to power outages, seismic, activity and/or nudging
- Force Majeure (elaborate; ie power bumps)

- Vandalism
- Miss-use

3. Equipment Testing and Audit Services

Contractor shall conduct any tests required by the State of Washington Elevator Inspector, by ASME safety code(s) for Equipment, and according to currently adopted codes and/or by any other governing or code agency. Contractor may also be requested to audit the Equipment and provide recommendations with no additional charges to the Purchaser under the Full Service Maintenance plan.

A. Contractor shall conduct the following tests, and any other tests required by the State of Washington, Federal or any other Governing or Code Agency.

B. Tests include (however not limited to) and shall be performed at no additional costs as all tests shall be included in the Full Service Maintenance plan.
   i. Category 1 (also known as Cat 1) Testing performed every year;
   ii. Category 2 (also known as Cat 2) Testing performed every two (2) years;
   iii. Category 5 (also known as Cat 5) Testing performed every five (5) years

C. All testing will be completed BEFORE the date that it is due. Equipment services shall include, but not be limited to:
   i. Contractor shall provide examinations and testing of the Firefighter's Service-Phase I and Phase II and standby power operation, if installed as required by Authority Having Jurisdiction (AHJ). Unless approved by the Purchaser, any additional cost to complete the above examinations and testing shall be the responsibility of Contractor. Contractor shall maintain an up-to-date log of Firefighter's Service testing in the machine rooms and submit the results to Purchaser's authorized representative. Firefighter's Service testing shall be entered and recorded on a form supplied by Contractor and/or as required by the State of Washington, or both.
   ii. Provide all testing as required by the State of Washington Elevator Inspector and required by the ASME A17.1 Safety Code and according to currently adopted codes for Equipment during normal elevator industry business hours, unless requested by the Purchaser. Elevator Services performed outside normal working hours shall be billed at the Overtime rates.
   iii. Conducting tests as required by ASME A17.1, for Phase I and Phase II key switch testing and/or installations on Firefighters' Emergency Service Control System.

D. Contractor shall check the dispatching systems and make necessary tests and adjustments to ensure that all circuits and time settings are properly adjusted, and all systems are performing as designed and installed. Contractor shall submit a written report of these results to Purchaser.

E. Purchaser shall submit to Contractor all specifications which the Equipment is required to meet prior to Contractor performing the testing, including previous testing results if such tests have been performed in the past.

F. Written test reports shall be submitted to Purchaser within 10 calendar days of actual testing.

G. Purchaser shall receive fourteen (14) calendar days prior written notification of all tests so that an authorized representative of Purchaser may witness said tests. Safety precautions are understood to be of highest priority. Care will be taken to safeguard all surrounding building property during the testing. If during the testing, the actual testing fails the prescribed testing requirements in the current codes and/or ASME A17.1 and re-testing is required, Contractor shall pay all costs of Purchaser's representative to witness re-testing only if the failure of the test was due to the Contractor's acts, actions, omissions, negligence, or errors informing Purchaser of re-testing date. (Some tests require coordinating other Contractors that the Purchaser's pay for their time. For example, a shunt trip testing is one that requires electricians, elevator vendor and the fire system Contractors).

H. Contractor shall audit the equipment as requested by Purchaser. The audit report will include recommendations for improvements and estimates of cost for labor and materials to complete the suggested improvements. Purchaser's Equipment can be audited for:
   i. **Code Compliance.** Evaluate current Code compliance of all Equipment. Monitor industry and Code developments and provide Purchaser with warning of anticipated Code changes to take effect during the fiscal year following the audit report. Recommend corrections, which should be made in the fiscal year following the audit report.
   ii. **Equipment Performance.** Audit performance of all Equipment against its original parameters or specifications. Recommend corrections, which should be made in the fiscal year following the audit report.
   iii. **Equipment Aesthetics**. Audit the physical condition and appearance of the Equipment visible to users and recommend upgrades, which should be considered to keep the Equipment appealing to users and current with building standards for colors and decoration schemes.

I. Should a component fail during testing, Contractor shall be responsible to replace or repair the items necessary to return the Equipment to normal operation with no additional charges to the Purchaser under the Full Service Maintenance plan unless component is included in the exceptions and in this case when re-testing is required, re-testing will fall under the T&M charges.

J. Contractor shall assign an Elevator Technician to assist with heat and/or smoke detector testing in the hoistway including however not limited to fire system testing, and shunt trip / emergency generator tests at no additional cost to Purchaser.

Purchaser reserves the right to make examinations and tests at their expense, when deemed necessary to ascertain that the Equipment Service requirements of the Purchaser's agreement are being fulfilled. If the examination identifies that Contractor is not compliant with the applicable Equipment Service requirements of this Contract, Purchaser will promptly notify Contractor in writing of the deficiencies identified. Contractor shall reimburse Purchaser for the cost of conducting the inspection and resolve all deficiencies at Contractor's total expense within fifteen (15) calendar days of written notification. Fees for re-inspection due to Contractor's failure to eliminate deficiencies in Equipment Services and Purchaser's Purchase Order shall be reimbursed by Contractor.

4. Equipment Repair Services

Except as specified in Section 2.10, Contractor shall make (or cause to be made) all repairs made necessary for any reason during the term of the contract. Prior to any repairs being made by the Contractor not covered under the Contract, Contractor shall submit a written proposal to the Purchaser and obtain a

Purchaser Order to proceed. Contractor shall supply materials and supplies at the Contractor's cost plus for replacement/refurbished parts from ***Exhibit B – Prices for Goods/Services***. Contractor shall bill labor at the regular hourly rate from ***Exhibit B – Prices for Goods/Services*.** On completion of all approved and authorized repair work, Contractor shall submit to the Purchaser for payment an invoice detailing the nature of the work performed and related charges. The repair billing rate shall be set forth in ***Exhibit B – Prices for Goods/Services*** sheet.

A. In the event the Equipment fails to operate properly, Purchaser will notify Contractor by telephone and request immediate repair. Contractor shall provide twenty-four (24) hours a day, seven (7) days a week telephone service, at no additional cost to the Purchaser. Contractor shall provide a list of cellular phone numbers for emergency contact in the event the answering service is ineffective. Contractor's management contract list shall be submitted to Purchaser within five (5) business days of Purchaser's Purchase Order start date.

B. In the event the Equipment fails to operate properly, Purchaser will notify Contractor by telephone and request immediate repair. Contractor shall provide twenty-four (24) hours a day, seven (7) days a week telephone service, at no additional cost to the Purchaser. Contractor shall provide a list of cellular phone numbers for emergency contact in the event the answering service is ineffective. Contractor's management contract list shall be submitted to Purchaser within five (5) business days of Purchaser's Purchase Order start date.

C. If any Equipment is shut down for more than ten (10) continuous business days after notification of a failure (except for pre-scheduled or major Equipment repairs) the monthly Full Service Maintenance unit billing, if applicable, shall be suspended until the individual Equipment is restored to service.

D. If a safety or potential safety problem exists, Contractor shall immediately correct the problem. Contractor shall notify Purchaser verbally before the Contractor leaves Purchaser's facility, followed up with Contractor's written report to Purchaser stating the condition of the unit. Written notification of corrective measures undertaken shall be provided to Purchaser, in writing, as soon as possible, however must be within five (5) business day.

E. In case of an Equipment accident, Purchaser shall immediately notify Contractor. The unit will not be placed in operation until an investigation is performed by Purchaser's Representative and/or the Washington Labor and Industries Equipment Inspector if the following conditions occur:
   - **i.** A person has been injured and requires first aid treatment.
   - **ii.** The unit is not safe to place in normal operating service because of obvious mechanical and/or electrical condition.
   - **iii.** There is a concern by the Contractor or Purchaser as to the possible continued malfunction if placed in service.

F. Labor and Industries (L&I) Inspection Finding Report and Correction Notice ("L&I Report"). Purchaser shall forward a copy of the L&I Report notifying the Contractor of the L&I inspection findings report and list of corrections. Contractor shall provide Purchaser that date the Elevator Technician is scheduled to make the required L&I correction(s) within two (2) business days of notice from Purchaser. Contractor shall schedule Elevator Technician(s) to make the required corrections. The Contractor is responsible for addressing all Contractor applicable repairs to comply with L& I inspection report.

G. Labor and Industries (L&I) Inspection Finding Report and Correction Notice ("L&I Report"). Purchaser shall forward a copy of the L&I Report notifying the Contractor of the L&I inspection findings report and list of corrections. Contractor shall provide Purchaser that date the Elevator Technician is scheduled to make the required L&I correction(s) within two (2) business days of notice from Purchaser. Contractor shall schedule Elevator Technician(s) to make the required corrections. The Contractor is responsible for addressing all Contractor applicable repairs to comply with L& I inspection report.

i. If the Contractor does not complete the repairs within the timeframe provided by L&I, Contractor shall keep the Purchaser updated on the status of the repair at least every five (5) business days and provide a credit to Purchaser the amount of the L&I fine paid by Purchaser due to the Contractor's late correction.

ii. If Purchaser does not promptly notify Contractor of L&I Inspection Finding Report within two (2) business days of receipt of L&I inspection report, Contractor will not be responsible to reimburse any fines.

H. When corrective action is found to be the responsibility of the Contractor, Contractor shall proceed immediately to make replacements, repairs, and corrections. If Contractor fails to perform the Equipment Services required by the terms of the Purchaser's agreement , Purchaser may, after five (5) calendar days written notice to Contractor, perform or cause to be performed all or part of the Equipment services required thereunder. Contractor shall reimburse or provide a credit to Purchaser for any expense incurred therefore or Purchaser, at its election, may deduct the amount from any sum owed or to be owed Contractor. When such corrective action is determined not to be the Contractor's responsibility, a written report, including a cost estimate to remedy the deficiency, shall be provided to Purchaser by within twenty-four (24) hours not to exceed seventy-two (72) hours for further action by Purchaser. If the Purchaser elects to have the Contractor perform these services, Purchaser shall issue a separate Purchase Order beforehand. If a safety problem is noted, which is not within the Contractor's area of responsibility or expertise, written notice of such problem shall immediately be furnished to Purchaser by the Contractor.

5. Elevator Emergency Services

A. Emergency Service Request is defined as an entrapment or requests for immediate service in situations that are a threat to life or limb and have potential for injury, entrapment, or serious damage to property or Equipment. Purchaser will notify Contractor of a situation, and by mutual agreement Contractor will immediately dispatch an Elevator Technician Mechanic.

B. In the event a passenger is trapped in stalled Equipment, the procedures specified in the ASME A17.4, or 'Guide for Emergency Evacuation of Passengers from Elevators' or according to currently adopted codes shall be followed.

C. Contractor shall within sixty (60) minutes (or otherwise specified timeframe as negotiated upon execution of the maintenance agreement) after receipt of Purchaser's request for any Emergency Service Request of the Equipment have a discussion with the Purchaser. After discussion with the Contractor, the Purchaser may elect to have the Contractor report for the Emergency Service Request to the site the next business day.

D. The Contractor's time to appear On-site, investigate and troubleshoot the reason for the emergency service is included in the Contractor's Full Service Maintenance Rate. The Contractor may only invoice for Time and Material (T&M) (Section 7), to make repairs resulting from Callback service under the following condition:

   i. The Equipment is covered under a Full-Service Maintenance plan and the work performed is not the responsibility of the Contractor (e.g., Repairs for vandalism, fire, force majeure, or by the willful destruction of the equipment by the Purchaser, clients, employees, or visitors.

E. If any Equipment experiences a repeat call within a seven (7) calendar day period, the Purchaser may request another Elevator Technician to assist the regular Elevator Technician at no additional cost to the Purchaser. Should the same call for service reoccur within a seven (7)-day period after the arrival of an additional Elevator Technician, the Contractor shall escalate the matter and dispatch an Elevator Technician In Charge along with any diagnostic equipment necessary to determine the root cause of the problem at no additional cost to the Purchaser.

6. Equipment Standby Services

The Contractor, when requested and authorized by the Purchaser, shall provide standby Equipment services. When an Elevator Technician is required to open, standby, and close the Equipment for work not required to be done by an Elevator Technician, Contractor shall provide Equipment Standby Services when requested by Purchaser. Examples of Equipment standby services may include but are not limited to: Equipment with a glass enclosure/hoistway and the interior of it needs to be cleaned, winterizes Equipment, or when a Purchaser requests their contracted Contractor to provide an Elevator Technician on standby, etc.

A. Purchaser requesting Equipment Standby Services shall provide Contractor with the following information:
   i. Specific scope of work including estimated date and estimated hours.

B. Contractor shall provide an estimate/ quote based on Purchaser's information:
   i. Amount of hours by each type of Elevator Technician (Mechanic In Charge vs. Mechanic vs. Apprentice)
   ii. Purchaser will send Contractor a Purchase Order with a not to exceed amount.

7. Time & Material ("T&M")

A Time and Materials (T&M) proposal to Repair/replace materials that are not covered by the Full-Service Preventative Maintenance plan. The Contractor shall within five (5) business days, submit a T&M proposal along with an itemized quote for material and labor to the Purchaser for any additional work not covered under the terms of this Contract. The Purchaser will decide how to proceed with all repairs. The Purchaser may proceed with the repairs using Contractor, Purchaser staff, or other contracted labor. No work should commence without the prior written approval of the Purchaser. Purchaser shall review and approval (signature of the Purchaser designee) are required for each item replaced/repaired/supplied under the T&M allowance.

The Contractor will submit a "Not to Exceed" cost for Repair, including labor and material. Any incurred cost over the approved "Not to Exceed" amount will not be paid. The Contractor may contact the Purchaser to discuss the Repair before submitting the T&M proposal; however, the Contractor shall provide written justification if a "Not to Exceed" quote is not provided within five (5) business days. If the Purchaser approves the T&M proposal, the Contractor will be given written notification of the approved T&M proposal by the Purchaser, to proceed with the work.

If the repair is of an urgent nature (if the failure of the equipment will impact safety or comfort or will consequently cause extensive or expensive damage or loss to other equipment and/or furnishings), the Contractor shall notify the Purchaser's representative immediately. If necessary, the Purchaser will direct the Contractor to perform tasks on an urgent basis. Subsequent to the urgent service, Contractor shall submit, on the completed T&M, a description of the urgent work performed with actual hours and material charged to the urgent work. All backup documentation described in Section 10, Invoicing and Payment, is required to be submitted with the urgent T&M for payment. The invoice for T&M work shall include documentation provided in Section 10.1 (g), Contractor Invoice:

- At the Purchaser's request, the Contractor shall provide training for Equipment operation as required under the T&M proposal. This training may include emergency lowering of the elevators, routine requirements, starting and operating procedures, response to alarms, and problem diagnostics (controls/mechanical). Training is to be provided on a T&M basis either on or off-site when Purchaser issues a Purchaser Order. The training shall be invoiced at the Elevator Technician straight time hourly labor rate.
- At the Purchaser's request, the Contractor shall a submit a T&M proposal to assist in any Equipment related building/system shutdowns or maintenance, not covered elsewhere.

7.1. Time and Material ("T&M") for Fire Alarm and/or Security System Installation

The following tasks are to be performed after Purchaser's written approval of a T&M proposal in the event of fire alarm and/or security system installation:

As required, and directed by the Purchaser, the Contractor shall coordinate with the Purchaser's fire alarm and/or security system vendor during the installation of a new fire alarm and/or security systems at the Purchaser's premises. The Contractor shall perform the following under the T&M provision:

The following tasks are required to be performed at the Equipment machine rooms, elevator pits, elevator shafts, and elevator cabs:

- Contractor shall provide access to pit, and top of shaft, for demo and/or installation.
- Contractor shall provide Elevator Technicians to swing over primary recall to new system control relay.
- Contractor shall provide Elevator Technicians to swing over alternate recall to new system control relay.
- Contractor shall provide Elevator Technicians to swing over shunt relay to new system control relay system control relay.
- Contractor shall provide Elevator Technicians to swing over shunt status to new system control relay.
- Contractor shall provide Elevator Technicians to swing over alleviator room smoke relay to new system control relay.

Note: The existing fire alarm system may not currently provide a connection to the elevator controller for elevator machine room smoke. In addition, the existing elevator shunt controller may not provide a status to the existing system for shunt status.

Contractor shall provide Elevator Technician(s) to swing over existing speaker in cab, and at elevator controller, in order to connect to new system. Note: Speaker may not currently exist inside elevator cars. In that case, a new dedicated feed will need to be provided by the Elevator Contractor inside existing travel cable.

8. Equipment Inventory, Replacement Parts, Repair Parts, and Obsolete Parts

All Equipment Repairs Services shall require a written estimate from Contractor approved by Purchaser prior to completing repairs.

8.1. **Inventory**

Contractor shall mark and identify all lubricating oils and cleaning solvents that are stored onsite. All storage cans shall be Code approved. All unmarked cans shall be removed from the Purchaser's premises. Machine rooms shall not be used for storage of materials or items that do not pertain to the Full Service Maintenance of the Purchaser's Equipment.

8.2. **Replacement Parts**

The Contractor shall provide all replacement parts and equipment. A replacement part is an individual piece of the equipment; equipment is made up of several parts. All replacement parts shall be new as specified by the original manufacturer or new after-market parts that are accepted by the Elevator industry as equal or better. In any instance where replacement parts specified by the original equipment manufacturer or after-market parts of equal or better quality are no longer available, an "equal" item may be acceptable, provided advance written approval of the item is obtained from the Authorized User. If no such "equal" item can be found, the Contractor shall refer to Section 8.3, Obsolete Parts. Any parts, materials, components, and equipment provided by the Contractor during the final year Purchaser's contract period shall be fully warranted for a one-year period from the date of installation.

A. In performing the Equipment Services, Contractor agrees to provide only manufacturer approved parts used by the manufacturers of the Equipment for replacement or repair, and to use only those lubricants obtained from and/or recommended by the manufacturer of the Equipment. If Contractor wishes to provide parts or lubricants other than recommended by the Equipment manufacturer, Contractor shall, in writing, state the type proposed and the specifications to the Purchaser for review and written approval. These replacement parts shall not be considered an upgrade of Equipment and shall be provided by Contractor at no additional cost to the Purchaser. NOTE: This is considered standard maintenance.

B. Contractor shall use commercially reasonable efforts to procure replacements parts in the most expeditious manner available.

C. Parts requiring repair shall be rebuilt to "as new" condition.

D. If the replacement part is not available, see Obsolete Parts Section 8.3.

E. Contractor shall provide a written repair quote or estimate for Purchaser's written approval and authorization prior to repair work. Repair quotes/estimates shall have the following information.

i. Specific scope of work
ii. Amount of hours by each type of Elevator Technician (Mechanic In Charge vs. Mechanic)
iii. Labor rate to include prevailing wage plus % mark up rate
iv. Parts / Materials descriptions
v. Parts / Materials cost plus % markup rate
vi. Estimate/Quote shall not require a deposit or advanced payment

8.3. **Obsolete Parts**

Obsolete Parts shall be defined as the inability to purchase, and/or otherwise repair, parts of the system no longer produced by the original equipment manufacturer or a third-party after-market supplier. Claims of component obsolescence shall not be allowed when replacement parts, components, or assemblies of equivalent design and functionality are available.

In the event of component obsolescence, as defined in above paragraph, the condition shall be reported to the Purchaser with the following information:

A. Alternative equipment, or component parts renewal options, for the restoration of the system due to obsolescence:

B. Procurement and installation time for restoration of system service:

C. Any safety code requirements that will be triggered by the alternative equipment, or component renewal (i.e., including filing, tests, and approvals):

Contractor(s) shall provide written documentation if the replacement part is no longer available and determined to be obsolete, and that the Contractor has exhausted all research in obtaining such replacement parts to include manufacturer statement or information on obsolete parts. Such research would be the review of all firms as listed in the latest edition of Elevator World - "The Source". All local supply firms, including other Equipment contractor's must also be researched for availability of replacement parts. Contractor should also research options of rebuilding, refurbished and/or aftermarket parts as well as checking with other Companies before seeking and sourcing brand new and/or before an upgrade. If the replacement part is available and approved by the Purchaser in writing, Contractor shall invoice the Purchaser the cost plus mark up for such replacement part. Contractor shall provide all documentation of the replacement costs. If Contractor installs a replacement part different than the original Equipment manufacturer, the new replacement, Contractor shall provide, in writing, the manufacturer, type, and model of the proposed replacement part.

Any necessary Repairs for obsolescence work shall be submitted under Section 7, Time and Material (T&M). The Contractor shall submit a T&M proposal to the Purchaser for approval prior to performing any T&M repairs. The T&M proposal must include a detailed explanation of the obsolescent part, the alternative equipment or component, and any necessary retrofitting required. The approval and payment of the T&M proposal repair shall be based on the following:

- If an alternate replacement part is available Contractor shall provide all documentation of the replacement costs to the Purchaser. If Contractor installs a replacement part different than the original Equipment manufacturer, the new replacement shall not be of the "proprietary" type and

Contractor shall provide, in writing, the manufacturer, type, and model of the proposed replacement part.

- The cost of the alternative equipment, or component parts, and any miscellaneous material necessary for repairs or retrofitting, to replace an obsolete part, shall be listed in a T&M proposal and will be listed in detail as a material cost subject to the material cost markup for Purchaser approval.
- Any additional labor hours and costs necessary for any modifications, retrofits, and other additional work deemed necessary to install the replacement of obsolete parts, or renewal components, that are above and beyond the time that would be normally necessary for installing a standard manufacturer's replacement part or component, to complete the repairs.
- For Equipment covered by a Full-Service Maintenance, Contractor shall be responsible for the labor hours that would be normally necessary if a manufacturer's replacement component was available and installed.

8.4. **Microprocessors**

A. Contractor shall maintain, in stock, available for immediate usage, an inventory of replacement parts for any microprocessor/solid state equipment used for each system. This includes all solid-state boards located in the machine room, fixture stations, car tops or any other location. Circuit board may be very hard to find and in a timely manner do to age of elevator.

B. Contractor's Elevator Technician(s) shall carry diagnostic equipment designed to analyze programming and microprocessor functions and malfunctions on all non-proprietary equipment.

C. Purchaser shall pay for all costs if the original manufacturer must be brought onsite to re-program the system or be required to place the equipment in service.

PRICES FOR GOODS/SERVICES

PARTS	
Replacement Parts % markup above Contractor's Actual Cost	15%
Refurbished Parts % markup above Contractor's Actual Cost	15%

PREVAILING WAGE LABOR RATES:

Region	County	Elevator Technician Mechanic Hourly Straight Time, 6 am to 6 pm	Elevator Technician Mechanic Hourly Overtime, 6 pm to 6 am	OPTIONAL: Elevator Technician Apprentice Hourly bid rate must be less than Elevator Technician Mechanic Hourly bid rate	Elevator Technician Mechanic In-Charge Hourly Straight Time, 6 am to 6 pm	Elevator Technician Mechanic In-Charge Hourly Overtime, 6 pm to 6 am
Eastern	Adams	155%	235%	124%	155%	235%
Eastern	Ferry	155%	235%	124%	155%	235%
Eastern	Lincoln	155%	235%	124%	155%	235%
Eastern	Pend Oreille	155%	235%	124%	155%	235%
Eastern	Spokane	155%	235%	124%	155%	235%
Eastern	Stevens	155%	235%	124%	155%	235%
Eastern	Whitman	155%	235%	124%	155%	235%

Region	County	Elevator Technician Mechanic Hourly Straight Time, 6 am to 6 pm	Elevator Technician Mechanic Hourly Overtime, 6 pm to 6 am	OPTIONAL: Elevator Technician Apprentice Hourly bid rate must be less than Elevator Technician Mechanic Hourly bid rate	Elevator Technician Mechanic In-Charge Hourly Straight Time, 6 am to 6 pm	Elevator Technician Mechanic In-Charge Hourly Overtime, 6 pm to 6 am
Northwest	Island	155%	235%	124%	155%	235%
Northwest	King	155%	235%	124%	155%	235%
Northwest	Pierce	155%	235%	124%	155%	235%
Northwest	San Juan	155%	235%	124%	155%	235%
Northwest	Skagit	155%	235%	124%	155%	235%
Northwest	Snohomish	155%	235%	124%	155%	235%
Northwest	Whatcom	155%	235%	124%	155%	235%

Region	County	Elevator Technician Mechanic Hourly Straight Time, 6 am to 6 pm	Elevator Technician Mechanic Hourly Overtime, 6 pm to 6 am	OPTIONAL: Elevator Technician Apprentice Hourly bid rate must be less than Elevator Technician Mechanic Hourly bid rate	Elevator Technician Mechanic In-Charge Hourly Straight Time, 6 am to 6 pm	Elevator Technician Mechanic In-Charge Hourly Overtime, 6 pm to 6 am
North Central	Chelan	155%	235%	124%	155%	235%
North Central	Douglas	155%	235%	124%	155%	235%
North Central	Grant	155%	235%	124%	155%	235%
North Central	Kittitas	155%	235%	124%	155%	235%
North Central	Okanogan	155%	235%	124%	155%	235%

Region	County	Elevator Technician Mechanic Hourly Straight Time, 6 am to 6 pm	Elevator Technician Mechanic Hourly Overtime, 6 pm to 6 am	OPTIONAL: Elevator Technician Apprentice Hourly bid rate must be less than Elevator Technician Mechanic Hourly bid rate	Elevator Technician Mechanic In-Charge Hourly Straight Time, 6 am to 6 pm	Elevator Technician Mechanic In-Charge Hourly Overtime, 6 pm to 6 am
Olympic	Clallam	155%	235%	124%	155%	235%
Olympic	Gray's Harbor	155%	235%	124%	155%	235%
Olympic	Jefferson	155%	235%	124%	155%	235%
Olympic	Kitsap	155%	235%	124%	155%	235%
Olympic	Mason	155%	235%	124%	155%	235%

Region	County	Elevator Technician Mechanic Hourly Straight Time, 6 am to 6 pm	Elevator Technician Mechanic Hourly Overtime, 6 pm to 6 am	OPTIONAL: Elevator Technician Apprentice Hourly bid rate must be less than Elevator Technician Mechanic Hourly bid rate	Elevator Technician Mechanic In-Charge Hourly Straight Time, 6 am to 6 pm	Elevator Technician Mechanic In-Charge Hourly Overtime, 6 pm to 6 am
South Central	Asotin	155%	235%	124%	155%	235%
South Central	Benton	155%	235%	124%	155%	235%
South Central	Columbia	155%	235%	124%	155%	235%
South Central	Franklin	155%	235%	124%	155%	235%
South Central	Garfield	155%	235%	124%	155%	235%
South Central	Klickitat	155%	235%	124%	155%	235%
South Central	Walla Walla	155%	235%	124%	155%	235%
South Central	Yakima	155%	235%	124%	155%	235%

Region	County	Elevator Technician Mechanic Hourly Straight Time, 6 am to 6 pm	Elevator Technician Mechanic Hourly Overtime, 6 pm to 6 am	OPTIONAL: Elevator Technician Apprentice Hourly bid rate must be less than Elevator Technician Mechanic Hourly bid rate	Elevator Technician Mechanic In-Charge Hourly Straight Time, 6 am to 6 pm	Elevator Technician Mechanic In-Charge Hourly Overtime, 6 pm to 6 am
Southwest	Clark	155%	235%	124%	155%	235%
Southwest	Cowlitz	155%	235%	124%	155%	235%
Southwest	Lewis	155%	235%	124%	155%	235%
Southwest	Pacific	155%	235%	124%	155%	235%
Southwest	Skamania	155%	235%	124%	155%	235%
Southwest	Thurston	155%	235%	124%	155%	235%
Southwest	Wahkiakum	155%	235%	124%	155%	235%

Exhibit B

FULL SERVICE MONTHLY SERVICE RATES:

Region	County	Passenger - Traction/ Roped & Geared Elevator Equipment Full Service Monthly Rate Less than 10 Stops	Passenger - Traction/ Roped & Geared Elevator Equipment Full Service Monthly Rate 10 Stops or More	Passenger - Traction/ Roped & Gearless Elevator Equipment Full Service Monthly Rate Less than 10 Stops	Passenger - Traction/ Roped & Gearless Elevator Equipment Full Service Monthly Rate 10 Stops or more	Passenger - Hydraulic Elevator Equipment Full Service Monthly Rate Less than 10 stops	Passenger - Hydraulic Elevator Equipment Full Service Monthly Rate 10 Stops or more	Passenger - Roped Hydraulic Elevator Equipment Full Service Monthly Rate Less than 10 stops	Passenger - Roped Hydraulic Elevator Equipment Full Service Monthly Rate 10 stops or more	Passenger - Machine Room - Less (MRL) Hydraulic Elevator Equipment Full Service Monthly Rate
Eastern	Adams	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 300.00	$ 350.00	$ 525.00
Eastern	Ferry	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 300.00	$ 350.00	$ 525.00
Eastern	Lincoln	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 300.00	$ 350.00	$ 525.00
Eastern	Pend Oreille	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 300.00	$ 350.00	$ 525.00
Eastern	Spokane	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 300.00	$ 350.00	$ 525.00
Eastern	Stevens	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 300.00	$ 350.00	$ 525.00
Eastern	Whitman	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 300.00	$ 350.00	$ 525.00

Region	County	Service/Freight - Traction Geared Elevator Equipment Full Service Monthly Rate Less than 10 stops	Serverice/Freight - Traction Geared Elevator Equipment Full Service Monthly Rate 10 stops or more	Service/Freight - Traction Gearless Elevator Equipment Full Service Monthly Rate less than 10 stops	Service/Freight - Traction Gearless Elevator Equipment Full Service Monthly Rate 10 stops or more	Service/Freight - Hydraulic Elevator Equipment Full Service Monthly Rate Less than 10 stops	Service/Freight - Hydraulic Elevator Equipment Full Service Monthly Rate 10 stops or more	Service/Freight - Machine Room - Less (MRL) Hydraulic Elevator Equipment Full Service Monthly Rate	Escalator Equipment Full Service Monthly Rate	Wheelchair Lift Equipment Full Service Monthly Rate	Roped Hydraulic Equipment Full Service Monthly Rate
Eastern	Adams	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 525.00	$ 750.00	$ 125.00	$ 350.00
Eastern	Ferry	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 525.00	$ 750.00	$ 125.00	$ 350.00
Eastern	Lincoln	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 525.00	$ 750.00	$ 125.00	$ 350.00
Eastern	Pend Oreille	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 525.00	$ 750.00	$ 125.00	$ 350.00
Eastern	Spokane	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 525.00	$ 750.00	$ 125.00	$ 350.00
Eastern	Stevens	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 525.00	$ 750.00	$ 125.00	$ 350.00
Eastern	Whitman	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 525.00	$ 750.00	$ 125.00	$ 350.00

Exhibit B

Region	County	Passenger - Traction/ Roped & Geared Elevator Equipment Full Service Monthly Rate Less than 10 Stops	Passenger - Traction/ Roped & Geared Elevator Equipment Full Service Monthly Rate 10 Stops or More	Passenger - Traction/ Roped & Gearless Elevator Equipment Full Service Monthly Rate Less than 10 Stops	Passenger - Traction/ Roped & Gearless Elevator Equipment Full Service Monthly Rate 10 Stops or more	Passenger - Hydraulic Elevator Equipment Full Service Monthly Rate Less than 10 stops	Passenger - Hydraulic Elevator Equipment Full Service Monthly Rate 10 Stops or more	Passenger - Roped Hydraulic Elevator Equipment Full Service Monthly Rate Less than 10 stops	Passenger - Roped Hydraulic Elevator Equipment Full Service Monthly Rate 10 stops or more	Passenger - Machine Room - Less (MRL) Hydraulic Elevator Equipment Full Service Monthly Rate
North Central	Chelan	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 300.00	$ 350.00	$ 525.00
North Central	Douglas	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 300.00	$ 350.00	$ 525.00
North Central	Grant	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 300.00	$ 350.00	$ 525.00
North Central	Kittitas	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 300.00	$ 350.00	$ 525.00
North Central	Okanogan	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 300.00	$ 350.00	$ 525.00

Region	County	Service/Freight - Traction Geared Elevator Equipment Full Service Monthly Rate Less than 10 stops	Serverice/Freight - Traction Geared Elevator Equipment Full Service Monthly Rate 10 stops or more	Service/Freight - Traction Gearless Elevator Equipment Full Service Monthly Rate less than 10 stops	Service/Freight - Traction Gearless Elevator Equipment Full Service Monthly Rate 10 stops or more	Service/Freight - Hydraulic Elevator Equipment Full Service Monthly Rate Less than 10 stops	Service/Freight - Hydraulic Elevator Equipment Full Service Monthly Rate 10 stops or more	Service/Freight - Machine Room - Less (MRL) Hydraulic Elevator Equipment Full Service Monthly Rate	Escalator Equipment Full Service Monthly Rate	Wheelchair Lift Equipment Full Service Monthly Rate	Roped Hydraulic Equipment Full Service Monthly Rate
North Central	Chelan	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 525.00	$ 750.00	$ 125.00	$ 350.00
North Central	Douglas	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 525.00	$ 750.00	$ 125.00	$ 350.00
North Central	Grant	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 525.00	$ 750.00	$ 125.00	$ 350.00
North Central	Kittitas	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 525.00	$ 750.00	$ 125.00	$ 350.00
North Central	Okanogan	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 525.00	$ 750.00	$ 125.00	$ 350.00

Exhibit B

Region	County	Passenger - Traction/ Roped & Geared Elevator Equipment Full Service Monthly Rate Less than 10 Stops	Passenger - Traction/ Roped & Geared Elevator Equipment Full Service Monthly Rate 10 Stops or More	Passenger - Traction/ Roped & Gearless Elevator Equipment Full Service Monthly Rate Less than 10 Stops	Passenger - Traction/ Roped & Gearless Elevator Equipment Full Service Monthly Rate 10 Stops or more	Passenger - Hydraulic Elevator Equipment Full Service Monthly Rate Less than 10 stops	Passenger - Hydraulic Elevator Equipment Full Service Monthly Rate 10 Stops or more	Passenger - Roped Hydraulic Elevator Equipment Full Service Monthly Rate Less than 10 stops	Passenger - Roped Hydraulic Elevator Equipment Full Service Monthly Rate 10 stops or more	Passenger - Machine Room - Less (MRL) Hydraulic Elevator Equipment Full Service Monthly Rate
Northwest	Island	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 300.00	$ 350.00	$ 525.00
Northwest	King	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 300.00	$ 350.00	$ 525.00
Northwest	Pierce	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 300.00	$ 350.00	$ 525.00
Northwest	San Juan	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 300.00	$ 350.00	$ 525.00
Northwest	Skagit	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 300.00	$ 350.00	$ 525.00
Northwest	Snohomish	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 300.00	$ 350.00	$ 525.00
Northwest	Whatcom	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 300.00	$ 350.00	$ 525.00

Region	County	Service/Freight - Traction Geared Elevator Equipment Full Service Monthly Rate Less than 10 stops	Serverice/Freight - Traction Geared Elevator Equipment Full Service Monthly Rate 10 stops or more	Service/Freight - Traction Gearless Elevator Equipment Full Service Monthly Rate less than 10 stops	Service/Freight - Traction Gearless Elevator Equipment Full Service Monthly Rate 10 stops or more	Service/Freight - Hydraulic Elevator Equipment Full Service Monthly Rate Less than 10 stops	Service/Freight - Hydraulic Elevator Equipment Full Service Monthly Rate 10 stops or more	Service/Freight - Machine Room - Less (MRL) Hydraulic Elevator Equipment Full Service Monthly Rate	Escalator Equipment Full Service Monthly Rate	Wheelchair Lift Equipment Full Service Monthly Rate	Roped Hydraulic Equipment Full Service Monthly Rate
Northwest	Island	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 525.00	$ 750.00	$ 125.00	$ 350.00
Northwest	King	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 525.00	$ 750.00	$ 125.00	$ 350.00
Northwest	Pierce	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 525.00	$ 750.00	$ 125.00	$ 350.00
Northwest	San Juan	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 525.00	$ 750.00	$ 125.00	$ 350.00
Northwest	Skagit	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 525.00	$ 750.00	$ 125.00	$ 350.00
Northwest	Snohomish	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 525.00	$ 750.00	$ 125.00	$ 350.00
Northwest	Whatcom	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 525.00	$ 750.00	$ 125.00	$ 350.00

Exhibit B

Region	County	Passenger - Traction/ Roped & Geared Elevator Equipment Full Service Monthly Rate Less than 10 Stops	Passenger - Traction/ Roped & Geared Elevator Equipment Full Service Monthly Rate 10 Stops or More	Passenger - Traction/ Roped & Gearless Elevator Equipment Full Service Monthly Rate Less than 10 Stops	Passenger - Traction/ Roped & Gearless Elevator Equipment Full Service Monthly Rate 10 Stops or more	Passenger - Hydraulic Elevator Equipment Full Service Monthly Rate Less than 10 stops	Passenger - Hydraulic Elevator Equipment Full Service Monthly Rate 10 Stops or more	Passenger - Roped Hydraulic Elevator Equipment Full Service Monthly Rate Less than 10 stops	Passenger - Roped Hydraulic Elevator Equipment Full Service Monthly Rate 10 stops or more	Passenger - Machine Room - Less (MRL) Hydraulic Elevator Equipment Full Service Monthly Rate
Olympic	Clallam	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 300.00	$ 350.00	$ 525.00
Olympic	Gray's Harbor	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 300.00	$ 350.00	$ 525.00
Olympic	Jefferson	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 300.00	$ 350.00	$ 525.00
Olympic	Kitsap	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 300.00	$ 350.00	$ 525.00
Olympic	Mason	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 300.00	$ 350.00	$ 525.00

Region	County	Service/Freight - Traction Geared Elevator Equipment Full Service Monthly Rate Less than 10 stops	Serverice/Freight - Traction Geared Elevator Equipment Full Service Monthly Rate 10 stops or more	Service/Freight - Traction Gearless Elevator Equipment Full Service Monthly Rate less than 10 stops	Service/Freight - Traction Gearless Elevator Equipment Full Service Monthly Rate 10 stops or more	Service/Freight - Hydraulic Elevator Equipment Full Service Monthly Rate Less than 10 stops	Service/Freight - Hydraulic Elevator Equipment Full Service Monthly Rate 10 stops or more	Service/Freight - Machine Room - Less (MRL) Hydraulic Elevator Equipment Full Service Monthly Rate	Escalator Equipment Full Service Monthly Rate	Wheelchair Lift Equipment Full Service Monthly Rate	Roped Hydraulic Equipment Full Service Monthly Rate
Olympic	Clallam	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 525.00	$ 750.00	$ 125.00	$ 350.00
Olympic	Gray's Harbor	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 525.00	$ 750.00	$ 125.00	$ 350.00
Olympic	Jefferson	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 525.00	$ 750.00	$ 125.00	$ 350.00
Olympic	Kitsap	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 525.00	$ 750.00	$ 125.00	$ 350.00
Olympic	Mason	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 525.00	$ 750.00	$ 125.00	$ 350.00

Exhibit B

Region	County	Passenger - Traction/ Roped & Geared Elevator Equipment Full Service Monthly Rate Less than 10 Stops	Passenger - Traction/ Roped & Geared Elevator Equipment Full Service Monthly Rate 10 Stops or More	Passenger - Traction/ Roped & Gearless Elevator Equipment Full Service Monthly Rate Less than 10 Stops	Passenger - Traction/ Roped & Gearless Elevator Equipment Full Service Monthly Rate 10 Stops or more	Passenger - Hydraulic Elevator Equipment Full Service Monthly Rate Less than 10 stops	Passenger - Hydraulic Elevator Equipment Full Service Monthly Rate 10 Stops or more	Passenger - Roped Hydraulic Elevator Equipment Full Service Monthly Rate Less than 10 stops	Passenger - Roped Hydraulic Elevator Equipment Full Service Monthly Rate 10 stops or more	Passenger - Machine Room - Less (MRL) Hydraulic Elevator Equipment Full Service Monthly Rate
South Central	Asotin	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 300.00	$ 350.00	$ 525.00
South Central	Benton	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 300.00	$ 350.00	$ 525.00
South Central	Columbia	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 300.00	$ 350.00	$ 525.00
South Central	Franklin	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 300.00	$ 350.00	$ 525.00
South Central	Garfield	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 300.00	$ 350.00	$ 525.00
South Central	Klickitat	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 300.00	$ 350.00	$ 525.00
South Central	Walla Walla	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 300.00	$ 350.00	$ 525.00
South Central	Yakima	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 300.00	$ 350.00	$ 525.00

Region	County	Service/Freight - Traction Geared Elevator Equipment Full Service Monthly Rate Less than 10 stops	Serverice/Freight - Traction Geared Elevator Equipment Full Service Monthly Rate 10 stops or more	Service/Freight - Traction Gearless Elevator Equipment Full Service Monthly Rate less than 10 stops	Service/Freight - Traction Gearless Elevator Equipment Full Service Monthly Rate 10 stops or more	Service/Freight - Hydraulic Elevator Equipment Full Service Monthly Rate Less than 10 stops	Service/Freight - Hydraulic Elevator Equipment Full Service Monthly Rate 10 stops or more	Service/Freight - Machine Room - Less (MRL) Hydraulic Elevator Equipment Full Service Monthly Rate	Escalator Equipment Full Service Monthly Rate	Wheelchair Lift Equipment Full Service Monthly Rate	Roped Hydraulic Equipment Full Service Monthly Rate
South Central	Asotin	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 525.00	$ 750.00	$ 125.00	$ 350.00
South Central	Benton	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 525.00	$ 750.00	$ 125.00	$ 350.00
South Central	Columbia	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 525.00	$ 750.00	$ 125.00	$ 350.00
South Central	Franklin	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 525.00	$ 750.00	$ 125.00	$ 350.00
South Central	Garfield	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 525.00	$ 750.00	$ 125.00	$ 350.00
South Central	Klickitat	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 525.00	$ 750.00	$ 125.00	$ 350.00
South Central	Walla Walla	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 525.00	$ 750.00	$ 125.00	$ 350.00
South Central	Yakima	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 525.00	$ 750.00	$ 125.00	$ 350.00

Exhibit B

Region	County	Passenger - Traction/ Roped & Geared Elevator Equipment Full Service Monthly Rate Less than 10 Stops	Passenger - Traction/ Roped & Geared Elevator Equipment Full Service Monthly Rate 10 Stops or More	Passenger - Traction/ Roped & Gearless Elevator Equipment Full Service Monthly Rate Less than 10 Stops	Passenger - Traction/ Roped & Gearless Elevator Equipment Full Service Monthly Rate 10 Stops or more	Passenger - Hydraulic Elevator Equipment Full Service Monthly Rate Less than 10 stops	Passenger - Hydraulic Elevator Equipment Full Service Monthly Rate 10 Stops or more	Passenger - Roped Hydraulic Elevator Equipment Full Service Monthly Rate Less than 10 stops	Passenger - Roped Hydraulic Elevator Equipment Full Service Monthly Rate 10 stops or more	Passenger - Machine Room - Less (MRL) Hydraulic Elevator Equipment Full Service Monthly Rate
Southwest	Clark	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 300.00	$ 350.00	$ 525.00
Southwest	Cowlitz	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 300.00	$ 350.00	$ 525.00
Southwest	Lewis	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 300.00	$ 350.00	$ 525.00
Southwest	Pacific	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 300.00	$ 350.00	$ 525.00
Southwest	Skamania	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 300.00	$ 350.00	$ 525.00
Southwest	Thurston	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 300.00	$ 350.00	$ 525.00
Southwest	Wahkiakum	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 300.00	$ 350.00	$ 525.00

Region	County	Service/Freight - Traction Geared Elevator Equipment Full Service Monthly Rate Less than 10 stops	Serverice/Freight - Traction Geared Elevator Equipment Full Service Monthly Rate 10 stops or more	Service/Freight - Traction Gearless Elevator Equipment Full Service Monthly Rate less than 10 stops	Service/Freight - Traction Gearless Elevator Equipment Full Service Monthly Rate 10 stops or more	Service/Freight - Hydraulic Elevator Equipment Full Service Monthly Rate Less than 10 stops	Service/Freight - Hydraulic Elevator Equipment Full Service Monthly Rate 10 stops or more	Service/Freight - Machine Room - Less (MRL) Hydraulic Elevator Equipment Full Service Monthly Rate	Escalator Equipment Full Service Monthly Rate	Wheelchair Lift Equipment Full Service Monthly Rate	Roped Hydraulic Equipment Full Service Monthly Rate
Southwest	Clark	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 525.00	$ 750.00	$ 125.00	$ 350.00
Southwest	Cowlitz	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 525.00	$ 750.00	$ 125.00	$ 350.00
Southwest	Lewis	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 525.00	$ 750.00	$ 125.00	$ 350.00
Southwest	Pacific	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 525.00	$ 750.00	$ 125.00	$ 350.00
Southwest	Skamania	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 525.00	$ 750.00	$ 125.00	$ 350.00
Southwest	Thurston	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 525.00	$ 750.00	$ 125.00	$ 350.00
Southwest	Wahkiakum	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 525.00	$ 750.00	$ 125.00	$ 350.00

INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION**. During the term of this Contract, Contractor shall possess and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:

    a. COMMERCIAL GENERAL LIABILITY INSURANCE. Commercial general liability insurance (and, if necessary, commercial umbrella liability insurance) covering bodily injury, property damage, products/completed operations, personal injury, and advertising injury liability on an 'occurrence form' that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) under the most recent version of form CG 00 01 in the amount of not less than $2,000,000 per occurrence and $4,000,000 general aggregate. This coverage shall include blanket contractual liability coverage. This coverage shall include a cross-liability clause or separation of insured condition.

    b. WORKERS' COMPENSATION INSURANCE. Contractor shall comply with applicable Workers' Compensation or Industrial Accident insurance providing benefits as required by law.

    c. EMPLOYERS' LIABILITY (STOP GAP) INSURANCE. Employers' liability insurance (and, if necessary, commercial umbrella liability insurance) with limits not less than $1,000,000 each accident for bodily injury by accident, $1,000,000 each employee for bodily injury by disease, and $1,000,000 bodily injury by disease policy limit.

    d. COMMERCIAL AUTOMOBILE LIABILITY INSURANCE (applicable when accessing purchaser premises). Commercial automobile liability insurance covering the ownership, maintenance, and/or use of all owned/leased, non-owned, and hired vehicles used in the performance of the Contract, with limits of not less than $1,000,000 per accident, combined single limit for bodily injury and property damage liability. Coverage shall be provided on Insurance Services Office (ISO) form number CA 0001 or an equivalent.

    The insurance coverage limits set forth above may be satisfied by any combination of primary, umbrella, or excess policy. The insurance coverage limits are the minimum. Contractor's insurance coverage shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits. Contractor waives all rights against the State of Washington for the recovery of damages to the extent such damages are covered by any insurance required herein.

2. **INSURANCE CARRIER RATING**. Coverages provided by Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

3. **ADDITIONAL INSURED**. When specified as a required insurance coverage (*see* § 1 – Insurance Obligation, above) Commercial General Liability, Commercial Automobile Liability, and Pollution Liability Insurance shall include the State of Washington and all authorized Purchasers (and their agents, officers, and employees) as Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.

4. **CERTIFICATE OF INSURANCE**. Prior to execution of the Contract, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Contract, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. In addition, no less than ten (10) calendar days prior to coverage expiration, Contractor shall furnish to Enterprise Services an updated or renewed certificate of insurance, satisfactory to Enterprise Services, that insurance, in the above-stated kinds and minimum amounts, has been secured. Failure to maintain or provide proof of insurance, as required, shall result in Contractor suspension and/or contract termination. **All policies and certificates of insurance shall include the Contract number stated on the cover of this Contract**. All certificates of Insurance and any related insurance documents shall be sent via email to Enterprise Services at the email address as set forth below:

Email: DESContractsTeamCedar@des.wa.gov
Note: The Email Subject line must state:
Contract Insurance Certificate – - Contract No. 28723 – Elevator Services
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411

5. **PRIMARY COVERAGE**. Contractor's insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchaser. All insurance or self-insurance of the State of Washington and/or Purchasers shall be excess of any insurance provided by Contractor or subcontractors.

6. **SUBCONTRACTORS**. Contractor shall include all subcontractors as insureds under all required insurance policies. Alternatively, prior to utilizing any subcontractor, Contractor shall cause any such subcontractor to provide insurance that complies with all applicable requirements of the insurance set forth herein and shall furnish separate Certificates of Insurance and endorsements for each subcontractor to Enterprise Services. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.

7. **WAIVER OF SUBROGATION**. Contractor waives all rights of subrogation against the State of Washington and any Purchaser for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.

8. **NOTICE OF CHANGE OR CANCELLATION**. There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) calendar days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Contract number stated on the cover of this Contract.

9. **EXTENDED REPORTING PERIOD**. If any required insurance coverage is on a claims-made basis (rather than occurrence), Contractor shall maintain such coverage for a period of no less than three (3) years following expiration or termination of the Contract.

* * * END OF INSURANCE REQUIREMENTS * * *

Maintenance Agreement Field Order for Washington State Department of Enterprise Services Master Contract Number 28723 Elevator Inspections, Maintenance, & Repairs

Scope.

We will service 7 Hydraulic Elevators, and 1 wheelchair Lifts, 2 Escalators, 3 traction cars under the terms of the master state contract number 28723 at the location(s) listed below:

Unit Name	Address	Type	Serial #	Monthly price	Visit Frequency
Spokane City Hall	808 W Spokane Falls Blvd	Traction	US137237	$425	quarterly
Spokane City Hall	808 W Spokane Falls Blvd	Traction	US137238	$425	quarterly
Spokane City Hall	808 W Spokane Falls Blvd	Traction	US137239	$425	quarterly
Water Resource – Field Engineers	998 E North Foothills	Hydraulic	US1505078	$250	quarterly
Prosecutors Office	909 W Mallon	Hydraulic	US136979	$250	quarterly
Intermodal	221 W 1st Ave	Hydraulic	US1505128	$250	quarterly
Intermodal	221 W 1st Ave	Hydraulic	US1505129	$250	quarterly
Intermodal	221 W 1st Ave	Hydraulic	US1505130	$250	quarterly
Intermodal	221 W 1st Ave	Hydraulic	US1505134	$250	quarterly
Intermodal	221 W 1st Ave	Escalator	US1505135	$750	quarterly
Intermodal	221 W 1st Ave	Escalator	US1505178	$750	quarterly
Central Service Center	915 N Nelson	Hydraulic	US304255	$250	quarterly
Streets Department	915 N Nelson	WCL	US1505179	$125	quarterly
TOTAL MONTHLY				$ 4,650	

Price.

The price for the services as stated in this agreement shall be four Thousand six Hundred Fifty Dollars and 00/100 Cents excluding taxes, payable monthly in 30 days in arrears. A 15% markup will be added to the material cost for replacement and refurbished parts. The above rate is subject to bi-annual adjustments based upon the percentage change in the labor wage rates including fringe benefits paid to the local examiners in the area in which the equipment is located. Repairs, service calls and overtime calls will be billed in accordance with the Master State Contract number 28723.

Term.

This work order shall become effective on July 1, 2025, and its term shall be ~~12~~ 11 months.

Acceptance.

TK Elevator Corporation:	FACILTIES- CITY OF SPOKANE	TK Elevator Corporation Approval:

By: Conor Graves 208-262-5584 (Signature of TK Elevator Representative) Account Manager 7/31/2025 (Date)	By: _____ (Signature of Authorized Individual) _____ (Print or Type Name) _____ (Print or Type Title) _____ (Date of Approval)	By: _____ (Signature of Authorized Individual) _____ (Print or Type Name) _____ (Print or Type Title) _____ (Date of Approval)

License Information:

New search Back to results

Entity name: TK ELEVATOR CORPORATION

Business name: TK ELEVATOR CORPORATION

Entity type: Profit Corporation

UBI #: 601-715-397

Business ID: 001

Location ID: 0002

Location: Active

Location address:
9711 E KNOX AVE STE 1
SPOKANE VALLEY WA 99206-4207

Mailing address:
788 CIRCLE 75 PKWY SE
STE 500
ATLANTA GA 30339-4454

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Page 1 of 2

Endorsements

Filter

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Asotin County General Business - Non-Resident				Active	Jan-31-2026	Jan-02-2025
Colville General Business - Non-Resident	036025.0			Active	May-31-2026	Oct-29-2003
East Wenatchee General Business - Non-Resident				Active	May-31-2026	Feb-27-2018
Franklin County General Business - Non-Resident	5498			Active	Jan-31-2026	Jan-02-2025
Grandview General Business - Non-Resident	86472			Active	May-31-2026	Dec-28-2018
Kennewick General Business - Non-Resident				Active	May-31-2026	Feb-27-2018
Liberty Lake General Business - Non-Resident	00723			Active	May-31-2026	Feb-28-2007
Moses Lake General Business - Non-Resident	BUS2007-00397			Active	May-31-2026	Dec-21-2007
Pasco General Business - Non-Resident	27841			Active	May-31-2026	Feb-27-2018
Prosser General Business - Non-Resident				Active	May-31-2026	Jul-31-2015
Quincy General Business - Non-Resident	2019-030			Active	May-31-2026	Feb-20-2019
Richland General Business - Non-Resident				Active	Jan-31-2026	Mar-15-2025
Spokane General Business - Non-Resident	T12019456BUS			Active	May-31-2026	Oct-15-2012
Spokane Valley General Business				Active	May-31-2026	Aug-03-2015

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Sunnyside General Business - Non-Resident				Active	May-31-2026	Apr-14-2020

Owners and officers on file with the Department of Revenue

Owners and officers	Title
BAKER, HAYNES	
RAINWATER, JEREMY	
SILITSKY, SCOTT J.	
TONG, FEI	
TURNAGE, DAVID	

Registered Trade Names

Registered trade names	Status	First issued
DOVER ELEVATOR COMPANY	Active	May-30-1996
THYSSENKRUPP ELEVATOR CORPORATION	Active	May-18-2018
TK ELEVATOR CORPORATION	Active	May-19-2022

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 8/20/2025 10:10:41 AM

Contact us

How are we doing?
Take our survey!

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/02/2024

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 Midwest, Inc.
233 S. Wacker Drive, Suite 1800
CHICAGO, IL 60606

CONTACT NAME: Willis Towers Watson Midwest, Inc.
PHONE (A/C No.Ext): 312-288-7700 **FAX (A/C No.Ext):** 312-234-0640
E-MAIL ADDRESS: tke.certificates@wtwco.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: HDI Global Insurance Company	41343
INSURER B: ACE American Insurance Company	22667
INSURER C: Indemnity Insurance Company of NA	43575
INSURER D: ACE Fire Underwriters Insurance Company	20702
INSURER E:	
INSURER F:	

INSURED
TK Elevator Corporation f/k/a ThyssenKrupp Elevator Corporation

COVERAGES **CERTIFICATE NUMBER: 2574984** **REVISION NUMBER: 1**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PROJECT [ ] LOC [ ] OTHER:	X		GLD5668904 / GLD5668804	10/01/2024	10/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS -COMP/OP AGG	$ 2,000,000 $ 100,000 $ 5,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	X		ISAH10836906	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY(Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 4,000,000
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	
C B D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WLRC72617897 WLR C72617939 SCFC72618014	10/01/2024 10/01/2024 10/01/2024	10/01/2025 10/01/2025 10/01/2025	[X] PER STATUTE [ ] OTHER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE -POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
	Limits shown as requested:							

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

Division Number: 108850 - Named Insured Includes: TK Elevator Corporation - Address: 9711 E. Knox Ave., Suite 1 Spokane, WA 99206
Project Number: PENDING CONTRACT EXECUTION - Project Name: City of Spokane - Address: 909 W Mallon Ave SPOKANE, WA 99201 - Project Type (s): Elevator Maintenance

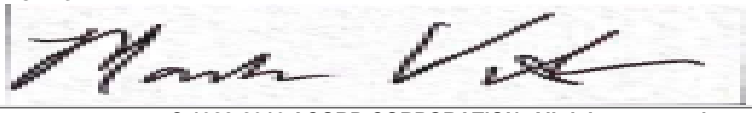
CERTIFICATE HOLDER

City of Spokane
909 W Mallon Ave
SPOKANE, WA 99201
United States

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
		TK Elevator Corporation f/k/a ThyssenKrupp Elevator Corporation
POLICY NUMBER See First Page		
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS **CERTIFICATE NUMBER: 2574984**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

City of Spokane and its officials
The Additional Insured(s) listed above is/are added as Additional Insured(s) with respect to Automobile and General Liability policies, but only to the extent required by written contract and only to the extent that coverage is afforded under these policies.

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Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 09/22/2025

Committee Agenda type: Consent

Council Meeting Date: 10/20/2025

Date Rec'd	9/16/2025		
Clerk's File #	OPR 2025-0703		
Cross Ref #			
Project #			
Submitting Dept	FACILITIES MANAGEMENT	**Bid #**	OMNIA
Contact Name/Phone	DAVE STEELE 625-6064	**Requisition #**	
Contact E-Mail	DSTEELE@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	PDILLON BWILKERSON MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	FACILITIES WATER DEPARTMENT MAIN OFFICE DIRTT WALLS AND DOORS -		

Agenda Wording

The Facilities Department, in partnership with the City Water Department, is requesting approval of contractual services with DSI Construction via Omnia Contract #R2211-01.

Summary (Background)

This contract completes the purchase and installation of the modular interior walls and doors, providing the finishing elements for the interior improvements necessary for the Water Department Main Office Phase 1 Renovation. The total before tax is $164,890.00. The contract amount contains $16,489.00 for 10% administrative reserve.

What impacts would the proposal have on historically excluded communities?

n/a

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 179,894.99
Current Year Cost	$ 179,894.99
Subsequent Year(s) Cost	$ 0

Narrative

Amount		Budget Account
Expense	$ 179,894.99	# 4100-42490-94340-56501-11027
Expense	$ 16,489.00	# 4100-42490-94340-56501-11027 (Admin Reserve)
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	
Dept Head	TEAL, JEFFREY	PURCHASING	PRINCE, THEA
Division Director	BOSTON, MATTHEW		
Accounting Manager	BUSTOS, KIM		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

Ryan Moffet <rmoffet@constructiv.build>	Robbi Bergland <RobbiB@dsiconstruction.net>
facilitiesaccounting@spokanecity.org	laga@spokanecity.org
khougen@spokanecity.org	rgennett@spokanecity.org
wateraccounting@spokanecity.org	kbustos@spokanecity.org

City Clerk's No. OPR 2025-0703

City of Spokane

PUBLIC WORKS AGREEMENT

Title: **SPOKANE WATER DEPARTMENT DOOR/WALL PROJECT**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **DSI CONSTRUCTION, INC.**, whose address is 4301 North Freya Street, Spokane, Washington 99217, as ("Contractor") individually hereafter referenced as a "Party", and together as the "Parties".

The parties agree as follows:

1. PERFORMANCE/SCOPE OF WORK. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **Spokane Water Department Door/Wall Project**, procured through Omnia Partners Cooperative Purchasing Agreement, OPR 2025-0243.

2. CONTRACT DOCUMENTS. The Contract Documents are this Contract, the Contractor's completed bid proposal form, the contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any), including Contractor's Quote dated September 3, 2025, attached as Exhibit B. These contract documents are on file at the City of Spokane Facilities Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, federal and state requirements supersede this Contract, and this Contract supersedes the other contract documents.

3. TERM. The term of this Contract begins on October 20, 2025, and ends on September 30, 2026, unless amended by written agreement or terminated earlier under the provisions.

4. TERMINATION. Either party may terminate this Contract by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.

5. COMPENSATION/PAYMENT.

A. COMPENSATION. Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **ONE HUNDRED SIXTY-**

FOUR THOUSAND EIGHT HUNDRED NINETY AND NO/100 DOLLARS ($164,890.00), plus sales tax if applicable, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 1 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

B. PAYMENT. The Contractor will send its applications for payment to the City of Spokane Facilities Management Department, facilitiesdepartment@spokanecity.org Attn: Dave Steele. All invoices should include the City Clerk File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

6. WAGES. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

7. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED. The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the State Department of Labor and Industries; and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

8. BONDS. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a performance bond and a payment bond on the forms attached, each equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.

9. PUBLIC WORKS REQUIREMENTS. The Contractor and each subcontractor are required to fulfill the Department of Labor and Industries Public Works and Prevailing Wage Training Requirement under RCW 39.04.350. The contractor must verify responsibility criteria for each

first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify the responsibility criteria listed in RCW 39.04.350(1) for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria. This verification requirement, as well as responsibility criteria, must be included in every public works contract and subcontract of every tier.

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

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

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

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

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

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Contractor or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Contractor shall furnish a current and acceptable Certificate of Insurance (COI). The certificate shall specify all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

12. CONTRACTOR'S WARRANTY. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.

13. SUBCONTRACTOR RESPONSIBILITY.

A. The Contractor shall include the language of this section in each of its first tier

subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;

2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:

    a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;

    b. A Washington Employment Security Department number, as required in Title 50 RCW;

    c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;

    d. An electrical contractor license, if required by Chapter 19.28 RCW;

    e. An elevator contractor license, if required by Chapter 70.87 RCW.

4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

C. On Public Works construction projects, as defined in RCW 39.04.010, with an estimated cost of six hundred thousand dollars ($600,000) or more, at least fifteen (15) percent of the labor hours on each project shall be performed by apprentices enrolled in a State-approved apprenticeship program; and for each contract in the project fifteen (15) percent of the labor hours for each craft that has an available state-approved apprenticeship program for Spokane County and utilizes more than one hundred sixty (160) hours in each contract shall be performed by apprentices enrolled in a state-approved apprenticeship program.

1. Subcontracting Requirements. The utilization percentages for apprenticeship labor for Public Works construction contracts shall also apply to all subcontracts of one hundred thousand dollars ($100,000) or more within those contracts, and at least fifteen percent (15%) of the labor hours for each such subcontract shall be performed by apprentices in a state-approved apprenticeship program. For each craft that has an available apprenticeship program for Spokane county and performs more than one hundred sixty (160) hours on each project, fifteen (15) percent of the labor hours shall be performed by apprentices enrolled in a State-

approved apprenticeship program

2. Each subcontractor which this chapter applies is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.

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

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

16. LIQUIDATED DAMAGES. Liquidated damages shall be in accordance with the contract documents.

17. ASSIGNMENTS. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.

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

19. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.

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

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

22. AUDIT / RECORDS. The Contractor and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Contractor and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event

of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.

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

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

25. MODIFICATIONS. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Engineering Services, and the Contract time and compensation will be adjusted accordingly.

26. INTEGRATION. This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.

27. FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

28. KEY PERSONS. The Contractor shall not transfer or reassign any individual designated in this Contract as essential to the Work, nor shall those key persons, or employees of Contractor 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 Contractor's employment, the Contractor 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 Contractor from its obligations under this Contract.

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/////

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

Attachments that are part of this Contract:
Exhibit A - Certification Regarding Debarment
Exhibit B – Contractor's Quote dated September 3, 2025
Payment Bond
Performance Bond

25-197

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
   b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
   c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
   d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

   1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

   2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. I understand that a false statement of this certification may be grounds for termination of the contract.

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

PAYMENT BOND

We, **DSI CONSTRUCTION, INC.**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of exceed **ONE HUNDRED SIXTY-FOUR THOUSAND EIGHT HUNDRED NINETY AND NO/100 DOLLARS ($164,890.00)**, plus sales tax if applicable, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **Spokane Water Department Door/Wall Project**. If the principal shall:

A. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors; and pay all taxes and contributions, increases and penalties as authorized by law; and

B. comply with all applicable federal, state and local laws and regulations;

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

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

SIGNED AND SEALED on _____.

DSI CONSTRUCTION, INC.,

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

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

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that_____ _____signed this document; on oath stated that he/she was authorized to sign the document and acknowledged it as the agent or representative of the named surety company which is authorized to do business in the State of Washington, for the uses and purposes therein mentioned.

DATED: _____ _____
Signature of Notary Public

My appointment expires _____

Approved as to form:

_____
Assistant City Attorney

PERFORMANCE BOND

We, **DSI CONSTRUCTION, INC.**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of exceed **ONE HUNDRED SIXTY-FOUR THOUSAND EIGHT HUNDRED NINETY AND NO/100 DOLLARS ($164,890.00)**, plus sales tax if applicable , for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **Spokane Water Department Door/Wall Project.**. If the principal shall:

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

B. comply with all applicable federal, state and local laws and regulations;

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

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

SIGNED AND SEALED on _____

DSI CONSTRUCTION, INC.,
AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

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

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that _____ _____ signed this document; on oath stated that he/she was authorized to sign the document and acknowledged it as the agent or representative of the named Surety Company which is authorized to do business in the State of Washington, for the uses and purposes mentioned in this document.

DATED on _____.

_____
Signature of Notary

My appointment expires _____

Approved as to form:

_____
Assistant City Attorney

Docusign Envelope ID: 8DB68016-0E93-4616-BD06-724B11D807A3

City of Spokane
Minor Contract Summary

Clerk File #
OPR 2025-0243

Destruct Date
01/01/2042

Cross Ref

Alt File #

Department Name *
CONTRACTS & PURCHASING

Department Project #

CR #

Starting Date

Submitter
LAGA

Primary Contact
THEA PRINCE

Primary Contact Email
TPRINCE@SPOKANECITY.ORG

Contractor/Consultant

Name\Contractor\Firm *
OMNIA PARTNERS, PUBLIC SECTOR INC

Contact Name
KIRA SPARKS

Contact Email
KIRA.SPARKS@OMNIAPARTNERS.COM

Address

Remittance Address

City, State, Zip

Remittance City, State, Zip

Summary of Services

Description *
Master Intergovernmental Cooperative Purchasing Agreement

Special Instructions for Clerks Office
I uploaded a separate signature page with this agreement for Legal and Clerks signatures.
Per Purchasing: Kira Sparks will review and she will reassign to Sarah Vavra for signature for Omnia

Contract Cost

Amount	Budget Code	Notes
		RUNS UNTIL TERMINATED

Total Amount *
$0.00

Effective Date *
01/01/2025

Expiration Date *
12/31/2035

Contract Type *
OTHER

If new vendor, W-9 and ACH form has been submitted to Accounting *
NO

Quotes (per Purchasing Policy to be kept on file in Dept.) *
NO

Docusign Envelope ID: 8DB68016-0E93-4616-BD06-724B11D807A3

Insurance Certificate (attach to the contract) *
NO

City Business Registration (attach verification that a current business license number exists) *
NO

If Public Works Contract, Contractor has been notified of State Law requirements. *
NO

Grant Related (If the contract is grant related, the Accounting – Grants Department must approve) *
NO

Is this a Lease? *
NO

Electronic Approvals

Accountant for Review *
DDANIELS

Additional Review (Optional)

Accountant DANIELS, DERREK	**Date** 03/10/2025
Department Head NECHANICKY, JASON	**Date** 03/12/2025
Division Head	**Date**
Grants (If applicable)	**Date**

Distribution List

Contractor Email
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Dept Contact Email
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Additional Email
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Additional Email
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Additional Email
tprince@spokanecity.org

Contract Accounting Email
jrhall@spokanecity.org

Taxes and Licenses Email
tax&licenses@spokanecity.org

Additional Email

Additional Email

Additional Email

Docusign Envelope ID: 8DB68016-0E93-4616-BD06-724B11D807A3

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "**Agreement**") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("**Principal Procurement Agencies**") with OMNIA Partners, Public Sector, Inc., a Delaware corporation f/k/a National Intergovernmental Purchasing Alliance Company; Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities, and/or NCPA LLC, a Texas limited liability company d/b/a National Cooperative Purchasing Alliance (collectively, "**OMNIA Partners**"), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other agencies ("**Participating Public Agencies**"), as defined in each Master Agreement (as defined below), who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the "**OMNIA Partners Parties**") by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.

2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby

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acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of health care services is not in furtherance of a primary purpose of the Participating Public Agency.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this

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Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

Participating Public Agency: City of Spokane	**OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies:** **OMNIA PARTNERS, PUBLIC SECTOR, INC.**
Alexander Scott	Sarah E. Vavra
Authorized Signature	Signature
Alex Scott	Sarah E. Vavra
Name	Name
City Administrator	Sr. Vice President, Public Sector Contracting
Title and Agency Name	Title
3/13/2025	3/13/2025
Date	Date

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ATTEST:	APPROVED AS TO FORM:
City Clerk	Assistant City Attorney

Certificate Of Completion

Envelope Id: 8DB68016-0E93-4616-BD06-724B11D807A3
Status: Completed
Subject: OPR 2025-0243 -CONTRACT - OMNIA PARTNERS, PUBLIC SECTOR INC
Source Envelope:
Document Pages: 6
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
Stamps: 1
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Daniel Rose
808 W. Spokane Falls Blvd.
Spokane, WA 99201
drose@spokanecity.org
IP Address: 198.1.39.252

Record Tracking

Status: Original
3/13/2025 9:24:58 AM
Holder: Daniel Rose
drose@spokanecity.org
Location: DocuSign

Signer Events	Signature	Timestamp
Sarah E. Vavra sarah.vavra@omniapartners.com Sr. Vice President, Public Sector Contracting OMNIA Partners, Public Sector Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style Using IP Address: 174.34.27.179	Sent: 3/13/2025 9:45:52 AM Viewed: 3/13/2025 10:00:34 AM Signed: 3/13/2025 10:01:07 AM
Electronic Record and Signature Disclosure: Accepted: 3/13/2025 10:00:34 AM ID: 720cd633-3261-4c07-b301-458a286b15dd		
Tim Szambelan tszambelan@spokanecity.org Timothy E. Szambelan Assistant City Attorney City of Spokane Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style Using IP Address: 198.1.39.252	Sent: 3/13/2025 10:01:08 AM Viewed: 3/13/2025 10:07:46 AM Signed: 3/13/2025 10:08:19 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Alexander Scott ascott@spokanecity.org City Administrator Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style Using IP Address: 198.1.39.252	Sent: 3/13/2025 10:08:20 AM Viewed: 3/13/2025 2:33:07 PM Signed: 3/13/2025 2:33:22 PM
Electronic Record and Signature Disclosure: Accepted: 3/13/2025 2:33:07 PM ID: 6cba35f0-b68a-42b0-925d-f7c8e28e0e65		
Terri L. Pfister tpfister@spokanecity.org City Clerk City of Spokane Security Level: Email, Account Authentication (None)	Signature Adoption: Uploaded Signature Image Using IP Address: 198.1.39.252	Sent: 3/13/2025 2:33:24 PM Viewed: 3/14/2025 9:44:42 AM Signed: 3/14/2025 9:44:52 AM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
KIRA SPARKS KIRA.SPARKS@OMNIAPARTNERS.COM Contract Coordinator Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 3/13/2025 9:45:53 AM Viewed: 3/13/2025 9:46:19 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/13/2025 9:31:45 AM
Certified Delivered	Security Checked	3/14/2025 9:44:42 AM
Signing Complete	Security Checked	3/14/2025 9:44:52 AM
Completed	Security Checked	3/14/2025 9:44:52 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

electronically from us.

How to contact SHI International Corp OBO City of Spokane:

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

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

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

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

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

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

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

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

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

i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an e-mail to klund@spokanecity.org and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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

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

Acknowledging your access and consent to receive materials electronically

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

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify SHI International Corp OBO City of Spokane as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by SHI International Corp OBO City of Spokane during the course of my relationship with you.

Docusign Envelope ID: 7D14726B-9454-46E3-BC61-E836BA4A3150

Request for Vendor Contract Update

Pursuant to the terms of your awarded vendor contract, all vendors must notify and receive approval from Region 4/OMNIA Partners, Public Sector when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4. Region 4 reserves the right to accept or reject any request.

DIRTT Environmental Solutions *(Vendor Name)* hereby provides notice of the following update to

Contract number: R2211-01 for Wall System Solution *(Contract Title)*

on this date 7/3/25.

Instructions: Vendors must check all that may apply and shall provide supporting documentation. Place your initials next to each item to confirm that documents are indeed included. Request received without supporting documentation will be returned.

- ☑ **Authorized Distributors/Dealers**
  - ____ Addition
  - ____ Deletion
  - X Supporting Documentation
- ☐ **Products/Services**
  - ____ New Addition
  - ____ Update Only
  - ____ Supporting Documentation
- ☐ **Discontinued Products/Services**
  - ____ Supporting Documentation
- ☐ **States/Territories**
  - ____ Supporting Documentation
- ☐ **Price Update**
  - ____ Supporting Documentation
- ☐ **Material Change**
  - ____ Assignment
  - ____ Change in Ownership (Sale/Purchase)
  - ____ Bankruptcy
  - ____ Acquisition
  - ____ Merger
  - ____ Supporting Documentation
- ☐ **Other** _____
  - ____ Supporting Documentation

Notes: Vendor may include other notes regarding the contract update here: (attach another page if necessary). For material changes, indicate the name of the company of the awarded supplier and the official name of assigned or added company.

Please see the attached Excel form identified as "Rep Territory and Distribution Partner (Dealer) List -2025-07-03 that outline our North American Reps and Distributions by the geographic location. Signature of Vendor didn't work for me. Please consider this my binding signature "Stephen P. Kennedy, Dates 07-03-2025

Signature of Vendor: Stephen P. Kennedy

Submitted By: Stephen P. Kennedy

Title: Government Market Segment Leader - North America

☐ **Approved Date:** 7/23/2025 | 3:45 PM CDT

☐ **Denied Date:** _____

Region 4 ESC 1st Review: DS _____ Initials

Docusign Envelope ID: 7D14726B-9454-46E3-BC61-E836BA4A3150

Contact Phone Number: 480 578-5262

Region 4 ESC: Signed by: Adam Taba A5A9F62707BB46B... Signature

Email Address: skennedy@dirtt.com

For material changes, the awarded contract holder and/or subsequent assignee agrees to and understands the following principles:

i. **Contract holder reference**. If the contract holder undergoes a merger, acquisition, or partial assignment, in which case they still maintain the contract, then all transactions made under the existing contract number (including purchase orders) must reference the name of the awarded contract holder. The exception to this requirement is if the contract holder no longer holds the contract or if the company has been acquired by another company and undergone a name change. Notice of the authorized name change, to the existing contract, must be provided and approved by Region 4.

In instances where the contract holder has acquired a separate and distinct company, and it is necessary to designate those certain purchases facilitated by the non-contract holder, then this designation may be made if, and only if, the contract holder is also referenced on the transaction.

ii. **Maintenance of records**. Both the awarded contract holder and subsequent assignee agree to remain responsible for maintaining all auditable records, including documents kept in the ordinary course of business and sales invoices, related to OMNIA Partners, Public Sector and/or contract number pursuant to the statutory requirements identified in the vendor contract.

iii. **Payments**. Both the awarded contract holder and subsequent assignee agree that all payments made by participating entities must be made directly to the contract holder, unless otherwise approved by Region 4. Accordingly, both parties acknowledge that in instances where it is necessary to designate the purchases facilitated by assignee, that the contract holder must also be referenced on the purchase order.

iv. **Handling of Proprietary and/or Confidential Information**. In accord with the terms of the contract, both awarded vendor and assignee agree that at all times it will hold in strict confidence and not disclose to any third party Confidential and/or Proprietary information of Region 4, except as approved in writing by Region 4, and will use the Confidential Information for no purpose other than providing services under the contract. Both awarded vendor and assignee shall only permit access to Confidential Information to those of its employees or authorized representatives having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein.

This document is to be construed in strict accordance with the terms and conditions outlined in the Region 4/vendor Master Agreement referenced herein. Both awarded vendor and assignee agree to uphold the vendor obligations set forth in the vendor agreement. This Agreement will become effective when signed by all parties.

Docusign Envelope ID: 7D14726B-9454-46E3-BC61-E836BA4A3150

Rep Territory and Partner List - DIRTT Environmental Solutions

As of 2025-07-18 16:08:52 Eastern Standard Time/EST • Generated by Steve Kennedy

Full Name ↑	Sales Rep Area(s) ↑	Account Name	Sales Territory
Aaron White	South Wisconsin	LERDAHL - Inspired Workplace Interiors - Middleton	Central USA
		LERDAHL - Inspired Workplace Interiors - Milwaukee	Central USA
		BSI Building Service, Inc. - Waukesha	Central USA
		BSI Building Service, Inc. - Appleton	Central USA
		LERDAHL - Inspired Workplace Interiors - La Crosse	Central USA
		Continua Interiors - Madison	Central USA
		BSI Building Service, Inc. - Milwaukee	Central USA
		Continua Interiors - Chicago	Central USA
Annette Plaia	Alabama; Pensacola	Corporate Environments - Alabama	South USA
		AWC Construction Services - Nashville	South USA
Benjamin Henningsen	Kentucky; Missouri	Continua Interiors - St. Louis	Central USA
		Built Solutions, LLC - Missouri	Central USA
		ID + A - Lexington	Central USA
		ID + A - Louisville	Central USA
		Continua Interiors - Chicago	Central USA
Benton Albritton	Charlotte; Raleigh	AWC Construction Services - Raleigh	South USA
		AWC Construction Services - Charlotte	South USA
		AWC Construction Services - Greenville	South USA
Bill O'Neill	Minnesota; North Dakota; South Dakota	Continua Interiors - Plymouth	Central USA
		The Berg Group - Chaska	Central USA
		adaptt - Plymouth	Central USA
		SHIFTT - Rochester	Central USA
Brad Spier	Pittsburgh	Workscape, Inc. dba Construkt - Pittsburgh	Central USA
		ISI Interior Supply Inc - Cleveland	Central USA
Brian Leahy	Maine; Massachusetts; New Hampshire; Vermont	Sheehans Office Interiors - Portsmouth	East USA
		Creative Office Resources - Hartford	East USA
		Creative Office Resources - Hamden	East USA
		Sheehans Office Interiors - East Providence	East USA
		Sheehans Office Interiors - Worcester	East USA
		Creative Office Resources - Woburn	East USA
		Creative Office Resources - Worcester	East USA
		Creative Office Resources - Burlington	East USA
		Creative Office Resources - Portland	East USA
		Creative Office Resources - Boston	East USA
		Creative Office Resources - Manchester	East USA
		Creative Office Resources - Providence	East USA
Brittani Davis	Michigan	ISI Interior Supply Inc - Detroit	Central USA
Cara DeLong	San Antonio	G.L. Seaman & Company - Dallas	South USA
		WRG - Dallas	South USA
		AWC Construction Services - Austin	South USA
		AWC Construction Services - San Antonio	South USA
		WRG - Fort Worth	South USA
		G.L. Seaman & Company - Fort Worth	South USA
Dan Flynn	Iowa; Nebraska; South Dakota	AOI Corporation - Omaha	Central USA
		Built Solutions, LLC - Iowa	Central USA
Danny McEachren	Alaska; Calgary; Hawaii; Idaho; Saskatchewan; Utah	Constructiv LLC - Southern Idaho	Canada
		Agile Walls Inc. - Regina	Canada
		ITS Science & Medical Pte Ltd. - Singapore	Canada
		Faciliteq+AI - Idaho	Canada
		Action Office - Saskatoon	Canada
		Contemporary Office Interiors - Calgary	Canada
		Kuchar Construction, LLC dba PreFab AK - Eagle River	Canada
		NGI - Mexico	Canada
		Contemporary Office Interiors - Vancouver	Canada
		Contract Furnishers of Hawaii, Inc. dba Office Pavilion - Honolulu	Canada
		Architectural Wallsz - Worcestershire	Canada
		HB Build - St.George	Canada
		HB Build - Salt Lake City	Canada
David Parrish	Maryland; Virginia; Washington DC	GovSolutions, Inc. - Virginia Beach	East USA
		ForBuild - Washington, DC	East USA
		Bialek Environments dba Intellistruct - Rockville	East USA
Gary Niro	Southern California	TCOF - Santa Barbara	West USA
		G/M Interior Construction dba DIV13 - Riverside	West USA
		Pivot Interiors - Costa Mesa	West USA
		G/M Interior Construction dba DIV13 - Irvine	West USA
		Pivot Interiors - Los Angeles	West USA
		Sharpe Interior Systems, Inc. - Valencia	West USA
		Modular Systems Specialists, Inc. - Ventura	West USA
		Pivot Interiors - La Mirada	West USA

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Heather Kenney	Houston	AGILE INTERIORS - Houston	South USA
		AGILE INTERIORS - Austin	South USA
Jacob Sinclair	Denver	DBI - Littleton	Central USA
		Goodmans Interior Structures - Albuquerque	Central USA
Jorge Garcia	Fort Myers; Jacksonville; Miami	Empire Office - Hollywood	South USA
		Workscapes dba BuildScapes - Tampa	South USA
		Workscapes dba BuildScapes - Orlando	South USA
		Compass Office Solutions - Miramar	South USA
		Workscapes dba BuildScapes - Palm Beach	South USA
		Workscapes dba BuildScapes - Jacksonville	South USA
		Workscapes dba BuildScapes - Fort Myers	South USA
		Empire Office - Tampa	South USA
		Empire Office - Orlando	South USA
Kelly Greene	Cleveland; Columbus	Continua Interiors - St. Louis	Central USA
		Workscape, Inc. dba Construkt - Pittsburgh	Central USA
		LERDAHL - Inspired Workplace Interiors - Middleton	Central USA
		Continua Interiors - Plymouth	Central USA
		LERDAHL - Inspired Workplace Interiors - Milwaukee	Central USA
		ISI Interior Supply Inc - Columbus	Central USA
		ISI Interior Supply Inc - Cincinnati	Central USA
		ISI Interior Supply Inc - Cleveland	Central USA
		Built Solutions, LLC - Missouri	Central USA
		ID + A - Lexington	Central USA
		BSI Building Service, Inc. - Waukesha	Central USA
		BSI Building Service, Inc. - Appleton	Central USA
		LERDAHL - Inspired Workplace Interiors - La Crosse	Central USA
		Continua Interiors - Madison	Central USA
		ID + A - Louisville	Central USA
		BOLTT - Indianapolis	Central USA
		The Berg Group - Chaska	Central USA
		adaptt - Plymouth	Central USA
		DBI - Littleton	Central USA
		ISI Interior Supply Inc - Detroit	Central USA
		BSI Building Service, Inc. - Milwaukee	Central USA
		Continua Interiors - Chicago	Central USA
		Built Solutions, LLC - Kansas	Central USA
		AOI Corporation - Omaha	Central USA
		SHIFTT - Rochester	Central USA
		Built Solutions, LLC - Iowa	Central USA
Kerri Brocker	Kansas City	Built Solutions, LLC - Kansas	Central USA
Linda Guglielmo	New Jersey; Philadelphia	Empire Office - Secaucus	East USA
		ForBuild - Somerville	East USA
		Creative Office Resources - Edison	East USA
		Premier - Philadelphia	East USA
Lisa Silva	Georgia	CWC Carithers-Wallace-Courtenay - Atlanta	South USA
		Corporate Environments - Atlanta	South USA
		Corporate Environments - Savannah	South USA
		NOS National Office Systems - Savannah	South USA
		CWC Carithers-Wallace-Courtenay - Chattanooga	South USA
Michelle Merlino	Indiana; Southern Ohio	ISI Interior Supply Inc - Columbus	Central USA
		ISI Interior Supply Inc - Cincinnati	Central USA
		BOLTT - Indianapolis	Central USA
Nicole Roethle	Seattle; Spokane	Constructiv LLC - Spokane	West USA
		Servicemark - Seattle	West USA
		HB Build - Seattle	West USA
Pamela Armstrong	Oregon; Spokane	Eteriors - Portland	West USA
Paula Christiansen	Nevada; San Diego	G/M Interior Construction dba DIV13 - San Diego	West USA
		Parron Hall Construct - San Diego	West USA
		HB Build - Reno	West USA
		Faciliteq+AI - Las Vegas	West USA
		HB Build - Las Vegas	West USA
		CMS Interiors, Inc. - San Diego	West USA
Sally Hinderegger	Albany; New York (city); Rochester; Syracuse	Empire Office - New York	East USA
		Accent Commercial Furniture Inc. - Albany	East USA
		Sedgwick Business Interiors - Syracuse	East USA
		Creative Office Resources - New York	East USA
		Gil-Bar Industries - New York	East USA
		ForBuild - New York	East USA
Shari Duncan	Arizona; Bay Area; Central Valley; East Bay; Northern Cal	Vantis - East Bay	West USA
		Faciliteq+AI - Phoenix	West USA
		Faciliteq+AI - New Mexico	West USA
		The Berg Group - Sacramento	West USA
		Goodmans Interior Structures - Phoenix	West USA
		Vantis - San Francisco	West USA

Docusign Envelope ID: 7D14726B-9454-46E3-BC61-E836BA4A3150

		Pivot Interiors - Santa Clara	West USA
		Vantis - Santa Clara	West USA
		Goodmans Interior Structures - Tucson	West USA
		Goodmans Interior Structures - Albuquerque	West USA
		Improve Group - Albuquerque	West USA
Thomas Wright	Arkansas; Oklahoma	Interior Logistics - Tulsa	South USA
		Evo Business Environments - Memphis	South USA
		Evo Business Environments - Little Rock	South USA

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EXHIBIT B

4301 N Freya Street | Spokane, WA | 99217
www.constructiv.build
Ryan Moffet 509-904-9420

Quote For: City of Spokane
Water Department Walls/Doors Phase 1
OMNIA Partner's R2211-01

Created: 9/3/2025

Pricing Details

Description	Taxable	Tax Rate		Price
DIRTT Walls & Doors	Y	9.1%		$137,981.00
DIRTT Timber (Ordered Separately)	Y	9.1%		$0.00
Door HW (Open Market)	Y	9.1%		$1,225.00
Glass (Open Market)	Y	9.1%		$7,334.00
Vinyl Film (Open Market)	Y	9.1%		$8,750.00
Design and PM Services	Y	9.1%		$9,600.00
			Subtotal	$164,890.00
			Sales Tax	$15,004.99
			Final Total	$179,894.99

Additional Notes

Combination of Solid and Glass Walls as Specified
Wall Ht 10' for Phase 1 with Overhead Seismic Bracing
Wall Tiles to be Combination of Custom ChromacoatPlus and Fabric Wrapped (color TBD)
Aluminum Extrusions Clear Anodized
Silver PVC Trims
Solid Butt Hinge Doors with Best 7KC Leversets (less cores)
Concealed Closers and Overhead Stops/Hold Opens
Doors Fir Veneer with Clearcoat
30' x 10' Leaf Wall with Fabric Wrapped Tiles (COM) and Back Painted Glass (Center Tiles)
3M Fasara Privacy Film Applied to DIRTT Glass up to 5'-0"
Quote Includes 1 Trip to Site for Measurements, Product, Freight, and Installation

Terms and Conditions

1. • NOTE: Preliminary budget only.•
2. **A deposit of 50% will be required prior to materials being ordered***
3. Authorized shop drawings will need to be signed by client prior to finalizing order*
4. Net 30 days terms*
5. Budget pricing good for 30 days after issued date. After 30 days, new budget will be needed unless negotiated with Constructiv
6. Constructiv will store materials for up to 20 days. After 20 days, a charge of $100 per skid per day will be charged
7. Double handling may also lead to additional charges
8. Freight costs are an estimate. Final costs will be determined at time of order

Exclusions

1. All work to be completed in a single phase – phasing may result in additional charges.
2. Floor leveling and chopping of floors by others.
3. Protection of walls by others.
4. We will not assume costs related to hoist charges, walk-up of material or special field assembly.
5. Access is on a maintained/paved road accessible to loading area.
6. Clear & free access to freight elevator, if applicable.
7. Freight elevator exclusive for time/day of DIRTT deliveries

8. Proper staging and layout area zoned for DIRTT material
9. DIRTT deliveries scheduled by others.
10. Site security scheduled by others.
11. Building access scheduled by others
12. Building space and floor protection provided by others
13. Appropriate dumpster and waste disposal accommodations for DIRTT waste
14. Clear and free access from all other trades
15. Permits and inspections

Labor Not Covered

1. Demo of any and all types
2. Warehousing - Deliveries to be direct to jobsite unless discussed prior to shipping.
3. Forklifts and cranes including operator time and materials
4. Seismic tie-off design method to be done by others according to local jurisdiction.
5. Any bracing material of any type
6. Any custom bracing structure for unforeseen obstacles that are not noted prior to final shop sign-off
7. Any installation of any solid surface materials.
8. Scraping and patching of fireproofing for seismic and any tie-off to deck
9. Labor and electrical hardware connection of any nature including low voltage security devices
10. Patch and repair of existing conditions.
11. Any composite clean up time not included.
12. Detail cleaning.
13. Conventional walls to be finished or sanded or painted.
14. Floor finishing.
15. Any floor prep or protection.
16. Any floor leveling or materials.
17. Ramping of any nature.

Print Name	Signature	Date

Please sign and remit a 50% deposit to proceed with order

DRYWSPE-02 BGARCIA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/14/2025

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	CONTACT NAME: Elisabeth Broom
Hub International Northwest LLC PO Box 3144 Spokane, WA 99220	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: elisabeth.broom@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Alaska National Insurance Company	38733
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

DSI Construction Inc.
4301 N Freya St
Spokane, WA 99217

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	24LPS13481	12/13/2024	12/13/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG WA STOP GAP	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	24LAS13481	12/13/2024	12/13/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			24LLU13481	12/13/2024	12/13/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Equipment Floater			24LIA13481	12/13/2024	12/13/2025	Installation	300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Spokane is additional insured per attached forms.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Alaska National INSURANCE COMPANY

CONTRACTORS' GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Coverage recorded under this endorsement does not apply to any person or organization covered as an additional insured by any other endorsement or agreement unless specifically stated in this Coverage Part.

SCHEDULE OF COVERAGES ARE SUMMARIZED BELOW

1. **Miscellaneous Additional Insureds**
   Additional Insured Endorsements

   Primary and Noncontributory Insurance

2. **Damage To Premises Rented to You**
   Limit increased to $500,000

3. **Medical Payments**
   Limit increased to $15,000
   Reporting Period increased to three years from the date of occidence

4. **Non-owned Watercraft**
   Increased to 50 feet

5. **Supplementary Payments**
   Coverage b bail bond increased to $10,000
   Daily loss of earnings increased to $500

6. **Newly Formed Or Acquired Organizations**
   Coverage extended to the end of the policy period or the next anniversary of this policy's effective date

7. **Liberalization Clause**

8. **Unintentional Failure To Disclose Hazards**

9. **Notice of Occurrence**

10. **Broad Knowledge of Occurrence**

11. **Bodily Injury - Extension of Coverage**

12. **Expected Or Intended Injury**
    Reasonable force to bodily injury or property damage

13. **Blanket Waiver of Subrogation**
    Unless otherwise subrogation is waived by written contract or written agreement

14. **In Rem Actions**

15. **Voluntary Property Damage**
    Limit added: $5,000 occurrence $10,000 aggregate

1. MISCELLANEOUS ADDITIONAL INSUREDS

Section II Who Is An Insured is amended to include as an additional insured any person or organization described in Paragraphs **2.a.** through **2.h.** below from you are required to add as an additional insured on this policy under a written contract or written agreement but only to the extent:

1. Currently in effect or becoming effective during the term of this policy and
2. Executed prior to the "bodily injury" "property damage" or "personal injury and advertising injury" but

Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insured is limited as provided herein:

a. **State or Governmental Agency or Subdivision or Political Subdivisions**

Alaska National INSURANCE COMPANY

Any state or governmental agency or subdivision or political subdivision shown in the Schedule, but only with respect to operations performed by you or on your behalf for the state or governmental agency or subdivision or political subdivision that you are required by any ordinance, permit or building code to include as an additional insured on this coverage part, but only with respect to liability for "bodily injury", "property damage", "personal and advertising injury" arising out of such operations.

The insurance provided to such state or political subdivision does not apply to any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or political subdivision.

b. Controlling Interest

Any person or organization in which you have a controlling interest, but only with respect to liability arising out of:

(1) Their financial control of you; or

(2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alteration, new construction and demolition operations performed by or for such additional insured.

c. Managers or Lessors of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place 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 additional insured.

d. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver but only with respect to liability of the mortgagor or owner of the premises for their ownership, maintenance or use.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

e. Owners or Other Interests From Whom Land Has Been Leased

Any owner or other interest from whom land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to lease that land or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

f. Co-owner of Insured Premises

A co-owner of premises co-owned by you and covered under this insurance but only with respect to the co-owner's liability as co-owner of such premises.

g. Lessor of Equipment

Any person or organization from whom you lease equipment that person or organization is an additional insured only with respect to their liability for "bodily injury", "property damage" or "personal and Advertising injury" caused, in whole or in part by your maintenance operations or use of equipment leased to you by that person or organization. A person's or organization's status as an additional insured under this endorsement ended when their written contract with you for that leased equipment ended.

This insurance does not apply to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply:

(1) To any "occurrence" which takes place after the equipment lease expires.

(2) To "bodily injury", "property damage", or "personal and advertising injury" arising out of the sole negligence of that additional insured.

h. Owners, Lessees or Contractors – Ongoing Operations and Completed Operations

1. Any person or organization for whom you are performing operations or have performed operations that you and that person or organization agreed in writing in a contract that that person or organization be added as an additional insured on your policy and

2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph **1.** above,

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

a. Your acts or omissions or

b. The acts or omissions of those acting on your behalf or

c. "Your Work" performed for the additional insured described in Paragraph **1.** or **2.** above and included in the "products-completed operations hazard."

In the performance of your ongoing operations or completed operations for the additional insured described in Paragraph **1** or **2.** above.

However, the insurance afforded to such additional insured described above:

a. Only applies to the extent permitted by law and

b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

3. This insurance afforded to these additional insureds the following additional exclusions apply:

This insurance does not apply to:

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

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Primary And Noncontributory Insurance

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Section III - Limits of Insurance □□e □ollo□i□□ i□ □dded:

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2. Damage To Premises Rented to You

SECTION III – LIMITS OF INSURANCE, P□r□□r□□□ **6.** i□ re□l□ced by □□e □ollo□i□□:

6. □ub□ec□ □o P□r□□r□□□ **5.** □bo□e□ □□e D□m□□e □o Premi□e□ Re□ē□ □o You Limi□ i□ □□e mo□□□e □ill □□y u□der Co□er□□e **A** for damages because of "property damage" to any one premises, while re□ē□ □o you□or i□ □□e c□□e o□ d□m□□e by □ire□□ile re□ē□ □o you or □em□or□rily occu□ied by you □i□□ □ermi□□io□ o□ □□e o□□er□

I□ □ limi□ i□ □□o□□ □or D□m□□e □o Premi□e□ Re□ē□ □o You □□e mo□□ □e □ill □□y u□der Co□er□□e **A** for damages because or "property damage" to any one premises is the Limit shown i□ □□e Decl□r□io□□ or □500□000□ □□ic□e□er i□ □re□er□

3. MEDICAL PAYMENTS

A. Section III – Limits of Insurance □P□r□□r□□□ **7.** i□ re□l□ced by □□e □ollo□i□□:

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B. □□i□ □ro□i□io□ 5□ □Medic□l P□yme□□□□ doe□ □o□□□□ly i□ **Section I - Coverage C Medical Payments** i□ e□cluded ei□□er by □□e □ro□i□io□□ o□ □□e Co□er□□e P□r□ or by e□dor□eme□□□

C. P□r□□r□□□ **1.a.(3)(b) of Section I - Coverage C - Medical Payments** □i□ re□□ced by □□e □ollo□i□□:

(b) □□e e□□e□□e□ □re i□curred □□d re□or□ed □o u□ □i□□i□ □□ree ye□r□ o□□□e d□□e o□□□e □ccide□□□□□d

4. NON-OWNED WATERCRAFT

A□ l□e□dor□eme□□ **CG 21 09, CG 21 10, CG 24 50, or CG 24 51 is attached to the policy, Paragraph A. 2. g. (2) (b)** i□ re□□ced by □□e □ollo□i□□:

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(2) A □□ercr□□□ □□□□you do □o□o□□ □□□□i□:

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5. SUPPLEMENTARY PAYMENTS

A. □□der **Section I - Supplementary Payments - Coverage A** □□d **B** □ P□r□□r□□□ **1.b** □□e limi□o□□250 □□o□□ □or □□e co□□o□b□l bo□d□ i□re□□ced by □10□000□

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6. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

P□r□□r□□□ **3.a.** o□ **Section II - Who Is An Insured** i□ dele□e□ □□d re□□ced by □□e □ollo□i□□:

Co□er□□e u□der □□i□ □ro□i□io□ i□ □□□orded o□ly u□□il □□e e□d o□ □□e □olicy □eriod or □□e □e□□ anniversary of this policy's effective date after you □c□uire or □orm □□e or□□□i□□io□□ □□ic□e□er i□ e□rlier□

7. LIBERALIZATION CLAUSE

I□□e □do□□□ c□□□□e i□ our □orm□ or rule□ □□ic□ □ould bro□de□ co□er□□e □or co□r□c□or□ u□der □□i□ e□dor□eme□□ □i□□ou□ □□□ □dditio□□l □remium c□□r□e□your □olicy □ill □u□om□ic□lly □ro□ide □□e □dditio□□l co□er□□e□ □□ o□□□e d□□e □□e re□i□io□ i□ e□ec□i□e i□ your □□□□e□

8. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS – P□r□□r□□□ **6. – Representations** i□re□□ced by □□e □ollo□i□□:

6. Representations

By □cce□i□□ □□i□ □olicy□you □□ree:

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9. NOTICE OF OCCURRENCE

□□e □ollo□i□□ i□ □dded □o P□r□□r□□□ **2.** o□ **Section IV - Commercial General Liability Conditions - Duties In The Event of Occurrence, Offense, Claim or Suit:**

Your ri□□□□ u□der □□i□ Co□er□□e P□r□□ill □o□be □re□udiced i□ you □□il □o □i□e u□ □o□ice o□ □□ “occurrence”, offense, claim or “suit” and that □ilure i□ □olely due □o your re□□o□□ble belie□□□□□ the “bodily injury” or “property damage” is not co□ered u□der □□i□ Co□er□□e P□r□□ □o□e□er□you shall give written notice of this “occurrence”, offense, claim or “suit” to us as soon as you are □□□re □□□□ □□i□ i□□ur□□ce m□y □□□ly □o □uc□ “occurrence”, offense, claim or “suit.”

10. BROAD KNOWLEDGE OF OCCURRENCE

□□e □ollo□i□□ i□ □dded □o P□r□□r□□□ **2.** o□ **Section IV - Commercial General Liability Conditions - Duties in The Event of Occurrence, Offense, Claim or Suit:**

You mu□□□i□e u□ or our □u□□ori□ed re□re□e□□□i□e notice of an “occurrence”, offense, claim, or “suit” only when the “occurrence”, offense, claim or “suit’ is known to:

(1) You i□ you □re □□ i□di□idu□l□

(2) A □□r□□er□ i□ you □re □ □□r□□er□□i□□

(3) A□ e□ecu□i□e o□i□cer or □□e em□loyee de□i□□□□ed by you □o □i□e □uc□ □o□ice□ i□ you □re □ cor□or□io□□or

(4) A m□□□□□er□i□ you □re □ limi□ed li□bili□y com□□□y□

11. EXPANDED BODILY INJURY

Section V - Definitions, the definition of “bodily injury” is changed to read:

“Bodily injury” means bodily injury, sickness or di□e□□e □u□□i□ed by □ □er□o□i□cludi□□ de□□□□ □umili□io□□ □□oc□□ me□□□l □□□ui□□ or me□□□l i□□ury by □□□□□er□o□ □□□□y □ime □□ic□ re□ul□□ □□ □ co□□e□ue□ce o□ □□e bodily i□□ury□ □ic□□e□□ or di□e□□e□

12. EXPECTED OR INTENDED INJURY

E□clu□io□ **a.** o□ **Section I - Coverage A - Bodily Injury and Property Damage Liability** i□ re□□ced by □□e □ollo□i□□:

a. “Bodily injury” or “property damage” e□□ec□ed or i□□e□ded □rom □□e □□□□d□oi□□ o□ □□e i□□ured□ □□i□ exclusion does not apply to “bodily injury” or “property damage” resulting □rom □□e u□e o□re□o□□ble □orce □o □ro□ec□□er□o□□ or □ro□er□y□

13. BLANKET WAIVER OF SUBROGATION

□□e **Transfer Of Rights Of Recovery Against Others To Us Condition (Section IV - Commercial General Liability Conditions)** i□ □me□ded by □□e □ddi□io□ o□□□e □ollo□i□□:

□ e □□i□e □□y ri□□□ o□ reco□ery □□□i□□□ □□y □er□o□ or or□□□i□□io□□bec□u□e o□□□y □□yme□□ □e m□□e u□der □□i□ Co□er□□e P□r□□ □o □□om □□e i□□ured □□□ □□i□ed i□□ ri□□□ o□ reco□ery i□ □ □ri□e□ co□r□c□or □□reeme□□□□uc□ □□i□er by u□ □□□lie□ o□ly □o □□e e□□e□□ □□□□□ □□e i□□ured □□□ □□i□ed i□□ ri□□□ o□ reco□ery □□□i□□□ □uc□ □er□o□ or or□□□i□□io□ □rior □o lo□□□

14. IN REM ACTIONS

Any action in rem against any vessel owned or operated by or for or chartered by or for you will be treated in the same manner as though the action were in personam against you.

15. VOLUNTARY PROPERTY DAMAGE

The following is added to **Section I – Coverage A – Bodily Injury and Property Damage Liability 1., Insuring Agreement:**

We will pay on your request for "property damage" to property owned or in the care, custody or control of an insured arising out of your business operations by you from your insured premises or vehicle with policy limits and occurring during the policy period.

However, the "property damage" must be the result of an incident or series of incidents that does not include diminution in value or loss of use.

You agree with us to take all steps to do your duty to defend any claim and/or "suits" for which the only coverage provided is under this coverage extension.

For the purpose of this coverage only, **Section I – Coverage A – Bodily Injury and Property Damage Liability 2. Exclusions J. (4.) is deleted.**

All recovered under voluntary Property Damage the following is added to **Section III – Limits of Insurance:**

Regardless of the number of insureds, claims or "suits" brought, or persons or organizations making claims or bringing "suits":

1. Subject to 2. Below, the most we will pay for "property damage" arising from any one "occurrence" arising out of "property damage" to property owned by you and while in your care, custody or control is $5,000.

2. The most we will pay for the sum of all "property damage" in an annual policy period is $10,000 unless amount is increased by additional to the General Aggregate Limit described in Paragraph 2. of **Section III – Limits of Insurance.**

This endorsement changes the policy to which it is attached and is effective on the date issued at 12:01 AM standard time at your mailing address to the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective December 13, 202 Policy No. 2L P 13 81

Insured Dal Construction Inc. Endorsement No. 23

Countersigned By *Marc E. Schmitlein* Sub Insertion No.

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Alaska National INSURANCE COMPANY

BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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Throughout this policy, the words "you" and "your" re□er □o □□e N□med I□□ured □□o□□ i□ □□e Declarations. The words "we", "us", and "our" refer to □□e com□□□y □ro□idi□□ □□i□ i□□ur□□ce□

O□□er □ord□ □□d □□r□□e□ □□□□ □□□e□r i□ □uo□□io□ m□r□□ □□□e □□eci□l me□□i□□□ Re□er □o **SECTION V – DEFINITIONS** i□ □□e Bu□i□e□□ Au□o Co□er□□e □orm□

□□e co□er□□e□ □ro□ided by □□i□ e□dor□eme□□ □□□ly per "accident" and, unless otherwise specified, are □ub□ec□o □ll o□□e □erm□□co□di□io□□□e□clu□io□□ □□d deduc□ible □ro□i□io□□ o□ □□e □olicy□ □o □□ic□ i□ i□ □□□□c□ed□

SECTION II – COVERED AUTO LIABILITY COVERAGE□P□r□□r□□□ A□1□□ □o I□ A□ I□□ured i□ □me□ded □o i□clude:

d□ Any "employee" of yours while operating an "auto" hired or rented under a co□□r□c□or □□reeme□□i□ □□ "employee's" □□me□ □i□□ your □ermi□□io□□ □□ile □er□ormi□□ du□ie□ rel□□ed □o □□e co□duc□ o□your bu□i□e□□□

e. A□y □er□o□ or or□□□i□□io□ □or □□om you □□□e □□reed i□ □ri□□□ □o □ro□ide i□□ur□□ce □uc□ □□ i□ □□□orded by □□i□ Co□er□□e □orm□bu□o□ly □i□□ re□□ec□ □o li□bili□y □ri□□□ ou□ o□ □□e o□□er□i□□ maintenance or use of "autos" covered by □□i□ □olicy□ I□□uc□ □er□o□ or or□□□i□□io□ □□□ o□□er i□□ur□□ce □□e□ □□i□ i□□ur□□ce i□ □rim□ry □o □□d □e □ill □o□ □ee□ co□□ribu□io□ □rom □□e o□□er i□□ur□□ce□

SECTION IV – Business Auto Conditions, Paragraph A. 5. – Transfer of Rights of Recovery Against Others To Us is amended to include:

5. Transfer of Rights of Recovery Against Others to Us

□□i□ co□di□io□ doe□ □o□ □□□ly □o □□y □er□o□□□□or or□□□i□□io□□□□□ □o □□e e□e□□□□□□ □ubro□□io□ □□□i□□□ □□□□ □er□o□ or organization is waived prior to the "accident" or the "loss" under a contract with that person or or□□□i□□io□□

SECTION II – COVERED AUTO LIABILITY COVERAGE□P□r□□r□□□ A□2□□□□2□– **Supplementary Payments** i□re□l□ced by □□e □ollo□i□□:

(2) □□ □o □10□000 □or co□□o□b□il bo□d□ i□cludi□□ bo□d□ □or rel□□ed r□□□ic l□□ □iol□io□□□ re□uired bec□u□e o□ □□ "accident" we cover. We do not have □o □ur□i□□ □□e□e bo□d□□

SECTION II – COVERED AUTO LIABILITY COVERAGE□P□r□□r□□□ A□2□□□□□– **Supplementary Payments** i□re□l□ced by □□e □ollo□i□□:

(4) All re□□o□□ble e□□e□□e□ i□curred by the "insured" at our re□ue□□□i□cludi□□ □c□u□l lo□□ o□e□r□i□□□ u□ □o □500 □ d□y bec□u□e o□□ime o□□□rom □or□□

SECTION II – COVERED AUTO LIABILITY COVERAGE P r r A 2 c – **Voluntary Property Damage** i dded o llo :

c. Voluntary Property Damage

A your ri e re ue e m y m e olu ry yme or Pro er y D m e caused by an "insured", but without li bili y o ird r y u o 25 000 e ill o m e olu ry Pro er y D m e yme o o yo e o i "insured" under this policy.

SECTION III – PHYSICAL DAMAGE COVERAGE P r r A 2 – **Towing** i re l ced by e ollo i :

Towing

e ill y u o 500 or o i d l bor costs incurred each time a covered "auto" i :

a. Pri e e er

b. ruc

c. Pic u ruc

d. P el or

e.

y e e icle u der 20 000 lb o ro e icle ei i di bled o e er e l bor mu be er ormed l ce o di bleme

SECTION III – PHYSICAL DAMAGE COVERAGE P r r A 3 – **Glass Breakage – Hitting a Bird or Animal – Falling Objects or Missiles** i re l ced by e ollo i :

Glass Breakage – Hitting a Bird or Animal – Falling Objects or Missiles

I you c rry Com re e i e Co er e or e damaged covered "auto", we will pay the ollo i u der Com re e i e Co er e:

a. l Bre e

b. "Loss" caused by hitting a bird or animal; d

c. "Loss" caused by falling objects or mi ile

o e er you e e o io o i l breakage caused by a covered "auto's" collision or overturn considered a "loss" under Colli io Co er e

Glass Repair – Waiver of Deductible

No deduc ible lie o l bre e i e l i re ired r er re l ced

SECTION III – PHYSICAL DAMAGE COVERAGE P r r A – **Transportation Expenses** i re l ced by e ollo i :

a. Transportation Expenses

e ill y u o 200 er d y o m imum o 1 500 or em or ry r or io e e e i curred by you bec u e o e o l e o covered "auto" that is a:

(1) Pri e e er

(2) ruc

(3) Pic u ruc

(4) P el or

(5)

y e e icle u der 20 000 lb o ro e icle ei e ill y o ly or those covered "autos" for which you carry ei er Com re e i e or ecifi ed C u e o Lo Co er e e ill y or em or ry r or io e e e i curred duri e eriod be i i 8 our er e e d e di regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

SECTION III – PHYSICAL DAMAGE COVERAGE P□r□□r□□□ A□□b□ – **Loss of Use Expenses** i□ re□□ced by □e □ollo□i□□:

b. Loss of Use Expenses – Hired, Rented, or Borrowed Automobiles

□e □ill □□y e□□e□□e□ □or □ic□ □□ "insured" becomes legally responsible to □□y □or lo□□ o□ u□e o□ □ e□icle □ired□ re□□ed or borro□ed □i□□ou□□ dri□er u□der □ □ri□□e□ re□□□l co□□r□c□ or □□reeme□□□ □e □ill □□y □or lo□□ o□u□e e□□e□□e□i□ c□u□ed by:

(1) O□□er □□□□ Colli□io□□ o□ly i□ □□e Decl□r□io□□ i□dic□□e □□□□ Com□re□e□□i□e Co□er□□e i□ □ro□ided □or □□e □e□icle □i□□dr□□□ □rom □er□ice□

(2) □□eci□ied C□u□e□ o□Lo□□ o□ly i□□□e Decl□r□io□□ i□dic□□e □□□□ □□eci□ied C□u□e□ o□Lo□□ Co□er□□e i□ □ro□ided □or □□e □e□icle □i□□dr□□□ □rom □er□ice□

(3) Colli□io□ o□ly i□ □□e Decl□r□io□□ i□dic□□e □□□□ Colli□io□ Co□er□□e i□ □ro□ided □or □□e □e□icle □i□□dr□□□ □rom □er□ice□

□o□e□er□ □□e mo□□ □e □ill □□y □or □□y e□□e□□e□ □or lo□□ o□u□e i□ □200 □er d□y□□o □ m□□imum o□□1□500□

SECTION III – PHYSICAL DAMAGE COVERAGE, P□r□□r□□□ A□□□c□– **Non-Transportation Loss of Use Expenses** i□ □dded □□ □ollo□□:

c. Non-Transportation Loss of Use Expenses

□e □ill □□y u□ □o □2□000 □or □o□□ r□□□□or□□io□ e□□e□□e i□curred by you□ because of "lo□□" to a covered "auto", if c□u□ed by:

(1) O□□er □□□□ Colli□io□□ o□ly i□ □□e Decl□r□io□□ i□dic□□e □□□□ Com□re□e□□i□e Co□er□□e i□ □ro□ided □or □□e "auto" withdrawn from service;

(2) □□eci□ied C□u□e□ o□Lo□□ o□ly i□□□e Decl□r□io□□ i□dic□□e □□□□ □□eci□ied C□u□e□ o□Lo□□ Co□er□□e i□ □ro□ided □or □□e "auto" withdrawn from service; or

(3) Colli□io□ o□ly i□ □□e Decl□r□io□□ i□dic□□e □□□□ Colli□io□ Co□er□□e i□ provided for the "auto" withdrawn □rom □er□ice□

SECTION III – PHYSICAL DAMAGE COVERAGE P□r□□r□□□ A□□d□ – **Airbag Coverage** i□ □dded □□ □ollo□□:

d. Airbag Coverage

□e □ill □□y □or □□e co□□□o re□□ir□re□□ce□ or re□e□ □□ □irb□□ □□□□ i□□□e□ □or □□y re□□o□ o□□er □□□□ □□ □ re□ul□ o□ □ colli□io□□i□□e Decl□r□io□□ i□dic□□e □□□□ the covered "auto" has Comprehensive Co□er□□e or □□eci□ied C□u□e□ o□ Lo□□ Co□er□□e□

SECTION III – PHYSICAL DAMAGE COVERAGE P□r□□r□□□ A□□□e□ – **Rental Reimbursement Coverage** i□ □dded □□ □ollo□□:

e. Rental Reimbursement Coverage

□e □ill □□y u□ □o □□5 □er d□y □or re□□□l reimbur□eme□□e□□e□□e□ i□curred by you for the rental of an "auto" because of "loss" to a covered "auto" that is a:

(1) Pri□□e P□□□e□□er□

(2) □ruc□□

(3) Pic□u□ □ruc□□

(4) P□□el□or

(5) □□□

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Alaska National
INSURANCE COMPANY

(1) □e □ill □□y o□ly □or □□o□e e□□e□e□ i□curred duri□□ □□e □olicy □eriod beginning 24 hours after the "loss" and ending, regardless of the policy's e□□ir□io□□ □i□□ □□e le□□er o□ □□e □ollo□i□□ □umber o□ d□y□:

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(b) 30 d□y□□

(2) □□i□ co□er□□e doe□ □o□ □□□ly □□ile there are spare or reserve "autos" □□□il□ble □o you □or your o□er□io□□□

(3) □□e Re□□□l Reimbur□eme□□ Co□er□□e de□cribed □bo□e doe□ □o□ apply to a covered "auto" that is de□cribed or de□i□□□ed □□ □co□ered "auto" on Rental Reimbursement Co□er□□e □orm CA □□ 23□

SECTION IV – BUSINESS AUTO CONDITIONS – P□r□□r□□□ B□2□– Co□ce□lme□□□Mi□re□re□e□□□io□ Or □r□ud i□ □me□ded by □ddi□□ **Unintentional Failure to Disclose Hazards** □□□□e e□d o□P□r□□r□□□ B□2□□□ □ollo□□:

Unintentional Failure to Disclose Hazards

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SECTION IV – BUSINESS AUTO CONDITIONS – P□r□□r□□□ B□5□b□– **Other Insurance** i□ re□□ced by □□e □ollo□i□□:

b. □or □ired Au□o P□y□ic□l D□m□□e Co□er□□e□ □□e □ollo□i□□ □re deemed □o be covered "autos" you own:

(1) Any covered "auto" you lease, hire, re□□□or borro□ □□□□d

(2) Any covered "auto"" hired or rented by your "employee" under a contract in that individual "employee's" name, □i□□ your □ermi□□io□□ □□ile □er□ormi□□ du□ie□ rel□□ed □o □□e co□duc□o□your bu□i□e□□□

However, any "auto" that is leased, hired, re□□ed or borro□ed □i□□ □ dri□er i□ □o□□ covered "auto".

SECTION V – DEFINITIONS – P□r□□r□□□ C□ – **"Bodily injury"** i□ re□□ced by □□e □ollo□i□□:

C. "Bodily injury" means bodily injury, sickness or di□e□□e □u□□i□ed by □ □er□o□ i□cludi□□ de□□□ or me□□□l □□□ui□□ re□ul□i□□ □rom □□y o□ □□e□e□ Me□□□l □□□ui□□ me□□□ □□y □y□e o□ me□□□l or emo□io□□l ill□e□□ or di□e□□e

□□i□ e□dor□eme□□c□□□□e□ □□e □olicy □o □□ic□ i□i□ □□□□c□ed □□d□u□le□□ o□□er□i□e □□□□ed□i□ e□ec□i□e o□ □□e d□□e i□□ued □□ 12:01 A□M□ □□□□d□rd □ime □□your m□li□□ □ddre□□ □□o□□ i□ □□e □olicy□ **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

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Cou□□er□i□□ed By *Marc E. Schmittlein* □ub I□□er□□□io□□l N□ □□□o□□□e

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Alaska National
INSURANCE COMPANY

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s): Any and all projects within the coverage territory.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective Policy No.

Insured Endorsement No. 28

Countersigned By _____

© Insurance Services Office, Inc., 2008

ADDITIONAL INSUREDS PRIMARY AND NON-CONTRIBUTORY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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COMMERCIAL LIABILI□Y □MBRELLA CO□ERA□E PAR□

P□r□□r□□□ **a.** o□ **5. Other Insurance** o□ **Section IV - Conditions** i□ dele□ed □□d re□□ced by:

5. Other Insurance

a. □□i□ i□□ur□□ce i□ e□ce□□ o□er□□□d □□□ll □o□ co□ribu□e □i□□ □□y o□ □□e o□□er i□□ur□□ce□ □□e□□er □rim□ry□ e□ce□□□ co□i□□e□□ or o□ □□y o□□er b□i□□ □□i□ co□di□io□ □ill □o□□□□ly □o ei□□er:

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(b) I□□e□ded □o be e□ce□□ o□ □□i□ i□□ur□□ce □□d □o□co□ribu□ory □i□□ □□i□ i□□ur□□ce □□ □□reed u□der □ □ri□e□ co□□r□c□ or □□reeme□□ i□□o □□ic□ you □□□e e□□ered □□□□re□uire□ □□□□ □□i□ i□□ur□□ce be □rim□ry □□d □o□□co□ribu□ory□

□uc□ i□□ur□□ce □□ i□ de□cribed i□ i□em□ **(1)** □□d **(2)** □bo□e □□□ll □□□ly i□ e□ce□□ o□ □□e Limi□□ o□ I□□ur□□ce o□□□i□ Co□er□□e P□r□□□d □e □ill □o□ □ee□ co□ribu□io□ or i□dem□i□y □rom □uc□ i□□ur□□ce □or d□m□□e□ □o □□ic□ □□i□ Co□er□□e P□r□□□□lie□□

□ □e□ □□i□ i□□ur□□ce i□ e□ce□□□□e □ill □□□e □o du□y u□der Co□er□□e□ **A** or **B** □o de□e□d □□e insured against any “suit” if any other insurer has a duty to defend the insured against that “suit”. If □o o□□er i□□urer de□e□d□□□e □ill u□der□□□e □o do so, but will be entitled to the insured’s rights □□□i□□□□ll □o□e o□□er i□□urer□□

□□i□ e□dor□eme□□c□□□□e□ □□e □olicy □o □□ic□ i□i□ □□□□c□ed □□d□u□le□□ o□□er□i□e □□□□ed□i□ e□ec□i□e o□ □□e d□□e i□□ued □□ 12:01 A□M□ □□□□d□rd □ime □□ your m□ili□□ □ddre□□ □□o□□ i□ □□e □olicy□ **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

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Cou□er□i□□ed By *Marc E. Schmittlein* □ub I□er□□io□□l N□ □□o□□□e

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License Information:

New search Back to results

Entity name: DSI CONSTRUCTION INC

Business name: DSI CONSTRUCTION INC

Entity type: Profit Corporation

UBI #: 601-138-356

Business ID: 001

Location ID: 0001

Location: Active

Location address: 4301 N FREYA ST
SPOKANE WA 99217-6875

Mailing address: 4301 N FREYA ST
SPOKANE WA 99217-6875

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
East Wenatchee General Business - Non-Resident				Active	Dec-31-2025	May-03-2017
Franklin County General Business - Non-Resident	4854			Active	Dec-31-2025	Jun-11-2024
Kennewick General Business - Non-Resident				Active	Jan-31-2026	Jan-14-2025
Minor Work Permit				Active	Dec-31-2025	Jun-21-2018
Moses Lake General Business - Non-Resident	BUS2018-0377			Active	Dec-31-2025	Sep-06-2018
Spokane General Business	T12002655BUS			Active	Dec-31-2025	Oct-15-2012

Owners and officers on file with the Department of Revenue

Owners and officers	Title
MILLER, JEFF	
MILLER, TRACY J	

Registered Trade Names

Registered trade names	Status	First issued
CONSTRUCTIV A DIVISION OF DSI CONSTRUCTION INC	Active	Nov-22-2024
DRYWALL SPECIALTIES INC	Active	Nov-22-2024
DSI CONSTRUCTION INC	Active	Apr-17-2019
NOISE CONTROL A DIVISION OF DSI CONSTRUCTION INC	Active	Sep-30-2024

The Business Lookup information is updated nightly. Search date and time: 9/10/2025 7:56:51 AM

Contact us

How are we doing?
Take our survey!

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

STATE OF WASHINGTON

Department of Labor & Industries

Certificate of Workers' Compensation Coverage

September 8, 2025

WA UBI No.	601 138 356
L&I Account ID	231,807-00
Legal Business Name	DSI CONSTRUCTION INC
Doing Business As	DSI CONSTRUCTION INC
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Quarter 2 of Year 2025 "51 to 75 Workers"
Account Representative	Employer Services Help Line, (360) 902-4817
Licensed Contractor?	Yes
License No.	DSICOCI827N8
License Expiration	08/28/2026

What does "Estimated Workers Reported" mean?

Estimated workers reported represents the number of full time position requiring at least 480 hours of work per calendar quarter. A single 480 hour position may be filled by one person, or several part time workers.

Industrial Insurance Information

Employers report and pay premiums each quarter based on hours of employee work already performed, and are liable for premiums found later to be due. **Industrial insurance accounts have no policy periods, cancellation dates, limitations of coverage or waiver of subrogation** (See RCW 51.12.050 and 51.16.190).

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 09/22/2025

Committee Agenda type: Discussion

Council Meeting Date: 10/20/2025

Date Rec'd	9/9/2025		
Clerk's File #	ORD C36767		
Cross Ref #			
Project #			
Submitting Dept	PARKS & RECREATION	**Bid #**	
Contact Name/Phone	RICH LENTZ 625-6544	**Requisition #**	
Contact E-Mail	RLENTZ@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	SBO – GOLF SERIES 2018 SILP LOAN PAYOFF		

Agenda Wording

AMENDING ORDINANCE NO. C36626, ENTITLED IN PART, "AN ORDINANCE ADOPTING A BIENNIAL BUDGET FOR THE CITY OF SPOKANE", AND AMENDING IT TO PAYOFF THE GOLF SERIES 2018 SILP LOAN, AND DECLARING AN EMERGENCY.

Summary (Background)

The 2018 golf SILP (Spokane Internal Lending Program) loan either needs to be refinanced or paid in full by year-end according to the original loan terms. Golf has two loans maturing at the end of 2025 and is refinancing one and paying this one in full.

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	$ 1,639,700
Current Year Cost	$ 1,639,700
Subsequent Year(s) Cost	$

Narrative

One-time use of reserves from Facility Improvement Fee charges.

Amount		Budget Account
Expense	$ 1,639,700	# 4600-30210-97185-80102-84113
Revenue	$ 1,639,700	# 5901-79214-99999-39744-84113
Expense	$ 1,638,600	# 5901-79214-81200-57900-84113
Expense	$ 1,100	# 5901-79214-92750-58200-84113
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Reserves

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

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	CONLEY, JASON K.	MANAGEMENT &	STRATTON, JESSICA
Division Director	JONES, GARRETT		
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	treasuryaccounting@spokanecity.org
rlentz@spokanecity.org	cbaird@spokanecity.org
kbustos@spokanecity.org	

SBO Request
Finance & Administration Committee

Committee Date	September 22, 2025
Submitting Department	Parks and Recreation (Golf)
Fund to Receive Budget (if different from submitting dept)	4600
Contact Name	Rich Lentz
Select Agenda Item Type	☒ Discussion Time Requested: 5min
Agenda Item Name	Special Budget Ordinance – Golf Series 2018 SIP Loan Payoff
Grant Item	☐ Yes ☒ 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)**	The 2018 golf SIP loan either needs to be refinanced or paid in full by year-end according to the original loan terms. Golf has two loans maturing at the end of 2025 and is refinancing one and paying this one in full. 4600-30210-97185-80102-84113 5901-79214-99999-39744-84113 5901-79214-81200-57900-84113 5901-79214-92750-58200-84113

Fiscal Impact
Revenue: $1,639,700
Appropriation: $1,639,700

Funding Source ☒ One-time ☐ Recurring
Specify funding source: Reserves
Is this funding source sustainable for future years, months, etc? One-time use of reserves from Facility Improvement Fee charges.

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 C36767

AMENDING ORDINANCE NO. C36626, ENTITLED IN PART, “AN ORDINANCE ADOPTING A BIENNIAL BUDGET FOR THE CITY OF SPOKANE”, AND AMENDING IT TO PAY OFF THE GOLF SERIES 2018 SILP LOAN, 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 Golf Fund and the SIP Debt 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 Golf Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Increase appropriation by $1,639,700.
A) Of the increased appropriation, $1,639,700 is provided solely for an operating transfer-out for debt to the SIP Debt Fund.

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

1) Increase revenue by $1,639,700.
A) Of the increased revenue, $1,639,700 is provided solely as an operating transfer-in for debt from the Golf fund.

2) Increase appropriation by $1,639,700.
A) Of the increased appropriation, $1,638,600 is provided solely for principal debt payment.
B) Of the increased appropriation, $1,100 is provided solely for interest on interfund debt.

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 payoff the Golf Series 2018 SILP loan, 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:

_____
City Clerk

_____

Approved as to form:

_____
City Attorney

_____

Mayor

Date

_____

Effective Date

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 09/22/2025

Committee Agenda type: Discussion

Council Meeting Date: 10/20/2025

Date Rec'd	9/4/2025		
Clerk's File #	ORD C36764		
Cross Ref #			
Project #			
Submitting Dept	FINANCE, TREASURY & ADMIN	**Bid #**	
Contact Name/Phone	MATT BOSTON 625-6820	**Requisition #**	
Contact E-Mail	MBOSTON@SPOKANECITY.ORG		
Agenda Item Type	Emergency Ordinance		
Council Sponsor(s)	PDILLON BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	SIP REFINANCING ORDINANCE		

Agenda Wording

An ordinance authorizing the issuance and sale of the Limited Tax General Obligation Bonds in an amount not to exceed $340,00.00. The refinancing will occur on December 17.

Summary (Background)

An ordinance authorizing the issuance and sale of the Limited Tax General Obligation Bonds in an amount not to exceed $340,000to refund the City's outstanding 2020 LTGO Obligation

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

N/A

Fiscal Impact

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

Narrative

The point of this ORD is to allow significant flexibility to the CFO to allow them to refinance all or a portion of outstanding bonds at a better rate.

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		Additional Approvals	
Dept Head	STRATTON, JESSICA		
Division Director	BOSTON, MATTHEW		
Accounting Manager	SCHMITT, KEVIN		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

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CITY OF SPOKANE, WASHINGTON
LIMITED TAX GENERAL OBLIGATION REFUNDING BOND, 2025
SERIES E (RIVERFRONT PARK/IRON BRIDGE – TAXABLE)

ORDINANCE NO. C36764

AN ORDINANCE OF THE CITY OF SPOKANE, WASHINGTON, PROVIDING FOR THE ISSUANCE AND SALE OF A LIMITED TAX GENERAL OBLIGATION REFUNDING BOND IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED $340,000 TO PROVIDE FUNDS TO REFUND THE CITY'S OUTSTANDING LIMITED TAX GENERAL OBLIGATION REFUNDING BOND, 2020, SERIES J (RIVERFRONT PARK/IRON BRIDGE– TAXABLE); FIXING THE DATE, FORM, MATURITY, INTEREST RATE, TERMS AND COVENANTS OF THE BOND; AUTHORIZING THE SALE AND DELIVERY OF THE BOND TO THE CITY, DECLARING AN EMERGENCY, AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO.

Adopted October 20, 2025

PREPARED BY:

KUTAK ROCK LLP
Spokane, Washington

CITY OF SPOKANE, WASHINGTON

LIMITED TAX GENERAL OBLIGATION REFUNDING BONDS, 2025
SERIES E (RIVERFRONT PARK/IRON BRIDGE – TAXABLE)
ORDINANCE NO. C36764

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* This Table of Contents and the cover page are not a part of the following Ordinance and are included only for the convenience of the reader.

CITY OF SPOKANE, WASHINGTON

ORDINANCE NO. C36764

AN ORDINANCE OF THE CITY OF SPOKANE, WASHINGTON, PROVIDING FOR THE ISSUANCE AND SALE OF A LIMITED TAX GENERAL OBLIGATION REFUNDING BOND IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED $340,000 TO PROVIDE FUNDS TO REFUND THE CITY'S OUTSTANDING LIMITED TAX GENERAL OBLIGATION REFUNDING BOND, 2020, SERIES J (RIVERFRONT PARK/IRON BRIDGE–TAXABLE); FIXING THE DATE, FORM, MATURITY, INTEREST RATE, TERMS AND COVENANTS OF THE BOND; AUTHORIZING THE SALE AND DELIVERY OF THE BOND TO THE CITY, DECLARING AN EMERGENCY, AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO

WHEREAS, the City of Spokane, Spokane County, Washington (the "**City**"), is a first-class charter city duly organized and existing under and by virtue of the laws of the State of Washington and the Charter of the City; and

WHEREAS, the City currently has outstanding $673,227.10 principal amount of its Limited Tax General Obligation Refunding Bond, 2020, Series J (Riverfront Park/Iron Bridge – Taxable), issued on June 30, 2020, pursuant to Ordinance No. C35911 (the "**2020 Bond**") to refund the City's Limited Tax General Obligation and Refunding Bond, Series 2016 (Taxable), issued on September 30, 2016, pursuant to Ordinance No. C35430 (the "**2016 Bond**"), which 2016 Bond refunded the City's Limited Tax General Obligation Bonds, Series 2005A (Tax-Exempt) issued on August 3, 2005 pursuant to Ordinance No. C33695 (the "**2005 Bond**"), which 2005 Bond was originally issued for the purpose of funding improvements to the Riverfront Park Gondola Sky Ride and public improvements within the Iron Bridge Increment Area; and

WHEREAS, the 2020 Bond was purchased by the Spokane Investment Pool ("**SIP**") and is prepayable, in whole or in part, at any time, with payments to apply first to interest and then to principal; and

WHEREAS, the City is authorized and empowered by chapters 35.22, 35.86, 39.36, 39.46, 39.50 and 39.53 RCW to issue, sell and deliver limited tax general obligation bonds for the purpose of providing funds to refund the 2020 Bond; and

WHEREAS, RCW 35.39.030(4) authorizes the City to invest its money in general obligation or utility revenue bonds or warrants of its own or of any other city or town in the state, and Sections 5.8.5 and 5.12.1 of the City's Administrative Policy and Procedure for Investments ("**Investment Policy**") further authorize the City Treasurer to invest in general obligation bonds or other bonds issued by the City as defined in Section 4.9 of the Investment Policy; and

WHEREAS, it is deemed necessary and in the best interest of the City to provide for the refunding of the 2020 Bond and restructuring of the debt service thereon through the issuance of a limited tax general obligation refunding bond (the "**Bond**") to be purchased by SIP.

NOW THEREFORE, BE IT ORDAINED by the City Council as follows:

Section 1. Definitions. As used in this ordinance the following words shall have the following meanings:

Annual Debt Service for any fiscal year or calendar year means the sum of the interest and principal due in such year on the Bond. If the interest rate on any such Bond is other than a fixed rate, the rate applicable at the time of the computation shall be used.

Bond means the City of Spokane Limited Tax General Obligation Refunding Bond, 2025 Series E (Riverfront Park/Iron Bridge – Taxable), issued pursuant to this ordinance in the principal amount of not to exceed $340,000.

Bond Owner or Registered Owner means the City of Spokane, as payee, for the benefit of the Spokane Investment Pool.

Bond Registrar means the Treasurer or any successor appointed by the Treasurer.

Bond Year means the twelve (12) month period beginning on the date of issuance of the Bond.

City means the City of Spokane, Spokane County, Washington.

City Council means the general legislative authority of the City as the same shall be duly and regularly constituted from time to time.

Maturity Date means a date not to exceed June 1, 2026.

Permitted Investments means any investments of City funds permitted under the laws of the State of Washington as amended from time to time.

SIP means the Spokane Investment Pool.

SIP Internal Lending Rate means an interest rate formula for the interfund lending of funds from the Spokane Investment Pool, calculated as of the first day of the month in which the

Bond is issued as follows: a rate equivalent to the United States Treasury Rate of like maturity plus 50 basis points (.50%).

Treasurer means the Treasurer of the City, or any successor to the functions of the Treasurer.

2020 Bond means the Limited Tax General Obligation Refunding Bond, 2020, Series J (Riverfront Park/Iron Bridge –Taxable), issued on June 30, 2020, pursuant to Ordinance No. C35911, which bond is currently outstanding in the principal amount of $673,227.10.

Rules of Interpretation. In this ordinance, unless the context otherwise requires:

(a) The terms "hereby," "hereof," "hereto," "herein, "hereunder" and any similar terms, as used in this ordinance, refer to this ordinance as a whole and not to any particular article, section, subdivision or clause hereof, and the term "hereafter" shall mean after, and the term "heretofore" shall mean before, the date of this ordinance;

(b) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa;

(c) Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons;

(d) Any headings preceding the text of the several articles and Sections of this ordinance, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this ordinance, nor shall they affect its meaning, construction or effect; and

(e) All references herein to "articles," "sections" and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof.

Section 2. Emergency. The Council declares that an emergency exists in order that there be no delay in issuing the Bond, ensuring the favorable terms of the Bond for the benefit of the City. Therefore, this ordinance shall be in full force and effect immediately upon its passage by the affirmative vote of one or more than a majority of the Council.

Section 3. Authorization and Description of Bond. To provide funds to refinance the 2020 Bond and to pay costs of issuing the Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of not to exceed $340,000 to document and restructure an interfund loan facility with the SIP.

The Bond shall be dated as of its date of delivery to the SIP, shall be in the amount specified above, shall be fully registered as to principal and interest, shall be numbered in such

manner and with any additional identification as the Bond Registrar deems necessary for identification, and shall mature on the Maturity Date.

The Bond shall bear interest at the applicable SIP Internal Lending Rate. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months. The Bond shall be amortized to create approximately level debt service based on semi-annual payments of principal and interest, with final payment of principal and all accrued interest on the Maturity Date, which final payment may be a balloon payment.

Section 4. Sale of Bond. The City Council hereby approves the SIP's offer to purchase the Bond and refinance an existing interfund loan on the terms set forth in this ordinance and the accompanying draft payment and amortization schedules. The proper City officials are hereby authorized and directed to do everything necessary for the prompt execution and delivery of the Bond to the City of Spokane for the benefit of the Spokane Investment Pool. On or prior to the closing date, the SIP shall provide the City with a final repayment and amortization schedule for the Bond.

Section 5. Application of Bond Proceeds.

(a) The proceeds of the Bond shall be expended to pay the costs of refinancing the 2020 Bond and to pay the costs of issuing the Bond as authorized herein.

(b) The net proceeds of the Bond shall be deposited into the Asset Management Fund for the purposes of refunding the 2020 Bond and discharging the obligations of the City relating thereto under Ordinance No. C35911.

Section 6. Pledge of Funds and Credit. To pay principal of and interest on the Bond as the same shall become due, the City hereby irrevocably covenants that it will deposit available City funds into the Asset Management Fund in amounts sufficient to pay the principal of and interest on the Bond. The full faith, credit and taxing power of the City are hereby irrevocably pledged for the prompt payment of such principal and interest.

Section 7. Registration and Payments. The Treasurer shall act as authenticating agent, paying agent and registrar for the Bond (collectively, the "**Bond Registrar**"). Both principal of and interest on the Bond shall be payable in lawful money of the United States of America. Payments of principal of and interest on the Bond shall be paid by interfund transfer, check, wire or electronic transfer. Final payment of all principal of and interest on the Bond shall be paid upon presentation and surrender of the Bond to the Bond Registrar. The Bond is not transferable.

Section 8. Prepayment. At the option of the City, or upon demand of the SIP, the Bond may be prepaid, in whole or in part, at any time, with prepayments to apply first to interest and then to principal.

Section 9. Execution and Authentication of Bond. The Bond shall be executed on behalf of the City with the manual or facsimile signature of the Mayor and attested with the

manual or facsimile signature of the City Clerk, and the seal of the City shall be impressed thereon.

Only a Bond that bears a Registration Certificate in the form set forth in Section 10 hereof, manually executed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this ordinance. Such Registration Certificate shall be conclusive evidence that the Bond so authenticated have been duly executed, authenticated and delivered hereunder and are entitled to the benefits of this ordinance.

In case either of the officers who shall have executed the Bond shall cease to be an officer or officers of the City before the Bond shall have been authenticated or delivered by the Bond Registrar, or issued by the City, such Bond may nevertheless be authenticated, delivered and issued and upon such authentication, delivery and issuance, shall be as binding upon the City as though those who signed the same had continued to be such officers of the City. The Bond may also be signed and attested on behalf of the City by such persons as at the actual date of execution of the Bond shall be the proper officers of the City although at the original date of the Bond any such person shall not have been such officer of the City.

Section 10. Form of Bond. The Bond shall be in substantially the following form:

UNITED STATES OF AMERICA

NO. R-__ **$_____**

STATE OF WASHINGTON
CITY OF SPOKANE
LIMITED TAX GENERAL OBLIGATION REFUNDING BOND, SERIES 2025
SERIES E (RIVERFRONT PARK/IRON BRIDGE – TAXABLE)

INTEREST RATE: SIP Internal Lending Rate, as described in the Bond Ordinance

MATURITY DATE: June 1, 2026

REGISTERED OWNER: CITY OF SPOKANE, WA for the benefit of the SPOKANE INVESTMENT POOL

PRINCIPAL AMOUNT: _____ AND NO/100 DOLLARS

CITY OF SPOKANE, Spokane County, Washington, a municipal corporation of the State of Washington (the "**City**"), for value received hereby promises to pay to the Registered Owner identified above, the principal amount of this Bond, in an amount not to exceed the Principal Amount indicated above.

This Bond is issued under authority of Ordinance No. C36764, adopted by the City Council on _____, 2025 (the "**Bond Ordinance**"), to pay the costs of refunding the City's Limited Tax General Obligation Refunding Bond, 2020, Series J (Riverfront Park/Iron Bridge – Taxable), and to the pay the costs of issuance of the Bond. Capitalized terms not otherwise defined in this Bond shall have the meanings given such terms in the Bond Ordinance.

Both principal of and interest on this Bond are payable in lawful money of the United States of America. Upon final payment of all installments of principal and interest thereon, this Bond shall be submitted to the Treasurer of the City (the "**Bond Registrar**") for cancellation and surrender. Installments of principal of and interest on this Bond shall be paid by interfund transfer or by check or draft mailed on the date such principal and interest is due or by electronic funds transfer made on the date such interest is due to the registered owner or nominee at the address appearing on the Bond Register.

This Bond is not transferable. This Bond is prepayable upon demand by the SIP.

The City reserves the right to prepay principal of this Bond, in whole or in part, at any time, with no prepayment penalty in accordance with the terms of the Bond Ordinance.

To pay installments of principal of and interest on this bond as the same shall become due or on demand by the SIP, the City hereby irrevocably covenants that it will deposit available City funds into the City's Asset Management Fund in amounts sufficient to pay such principal and interest. The full faith, credit and taxing power of the City are hereby irrevocably pledged for the prompt payment of such principal and interest.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Ordinance until the Registration Certificate hereon shall have been manually signed by the Bond Registrar.

It is hereby certified that all acts, conditions and things required by the Constitution and statutes of the State of Washington to exist, to have happened, been done and performed precedent to and in the issuance of this bond have happened, been done and performed and that the issuance of this Bond does not violate any constitutional, statutory or other limitation upon the amount of bonded indebtedness that the City may incur.

IN WITNESS WHEREOF, the City of Spokane, Washington, has caused this bond to be signed with the facsimile or manual signature of the Mayor, to be attested by the facsimile or manual signature of the City Clerk, and the corporate seal of the City to be reproduced hereon, as of the _____ day of _____, 20___.

CITY OF SPOKANE, WASHINGTON

By _____/s/_____
Mayor

ATTEST:

_____*/s/*_____
City Clerk

(SEAL)

CERTIFICATE OF AUTHENTICATION

Date of Authentication: _____.

This bond is the Limited Tax General Obligation Refunding Bond, 2025, Series E (Riverfront Park/Iron Bridge – Taxable) of the City dated _____, 2025 described in the within-mentioned Bond Ordinance.

TREASURER of the City of Spokane, as
Bond Registrar

By _____*/s/*_____

Section 11. Ongoing Disclosure. The Bond is not subject to Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, and the City makes no undertaking regarding ongoing disclosure with respect to the Bond.

Section 12. Prior Acts. All acts taken pursuant to the authority of this ordinance but prior to its effective date are hereby ratified and confirmed.

Section 13. Severability. If any provision in this ordinance is declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed separable from the remaining provisions of this ordinance and shall in no way affect the validity of the other provisions of this ordinance or of the Bond.

Section 14. Effective Date. This ordinance shall become effective immediately upon its passage, pursuant to the declaration of emergency in Section 2 hereof.

Adopted this 22nd day of September, 2025.

CITY OF SPOKANE
Spokane County, Washington

_____
Betsy Wilkerson, Council President

ATTEST:

_____
Clerk

_____
Mayor Lisa Brown

(SEAL)

APPROVED AS TO FORM:

_____
City Attorney

_____
Tanya L. Lawless, Bond Counsel

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 09/22/2025

Committee Agenda type: Discussion

Council Meeting Date: 10/20/2025

Date Rec'd	9/17/2025		
Clerk's File #	RES 2025-0083		
Cross Ref #			
Project #			
Submitting Dept	CITY COUNCIL	**Bid #**	
Contact Name/Phone	ERIK POULSEN 625-6721	**Requisition #**	
Contact E-Mail	EPOULSEN@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	PDILLON ZZAPPONE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	RESOLUTION APPROVING THE CITY OF SPOKANE'S 2025-2026 FEDERAL		

Agenda Wording

A Resolution Approving the City of Spokane's 2025-2026 Federal Priorities.

Summary (Background)

Pursuant to SMC 02.03.030, the City Council establishes the legislative priorities for the City of Spokane after consultation with the Mayor and other interested parties. Attached is the proposed resolution to adopt the federal legislative priorities for the years 2025 - 2026. This list has been developed with key members of the administration, contract lobbyists and other interested parties.

What impacts would the proposal have on historically excluded communities?

The legislative priorities of the City typically reflect a variety of policy and budget priorities of the City, and thus do not lend themselves to categorization by equity impact. However, the federal legislative priorities include a number of initiatives and programs that benefit underserved and marginalized communities, including civil rights, Medicaid, SNAP, health care, and local workforce 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?

Not applicable

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

Success of legislative effort is measured by how many of the priority measures and budget requests of the City are enacted by Congress.

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 City Council adopts legislative priorities pursuant to SMC 02.02.030 after consultation with the Mayor and interested parties. This list has been developed by the legislative team with assistance from key members of the administration, contract lobbyists and other interested parties.

Council Subcommittee Review

This list is developed by the council's Legislative Committee.

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

Narrative

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

Funding Source

Funding Source Type Select

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

Expense Occurrence

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

Approvals		**Additional Approvals**	
Dept Head			
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor			

Distribution List

RESOLUTION 2025 – 0083

A resolution approving the City of Spokane's 2025-2026 federal priorities.

WHEREAS, the City of Spokane regularly updates its federal agenda in response to the federal policy environment; and

WHEREAS, the City of Spokane calls on federal policymakers to protect the civil rights and legal due process of all residents and preserve access to taxpayer-funded programs; and

WHEREAS, on April 14, 2025, the City Council unanimously adopted Resolution 2025-0025, titled "Resolution Expressing Opposition to Any Proposed Federal or State Cuts to Medicaid" and outlining the impact of such cuts on the Spokane community; and

WHEREAS, more than a quarter of the Spokane County population and more than 70,000 residents in Spokane are insured by Medicaid; and

WHEREAS, an estimated 20% of the Spokane County population is enrolled in the Supplemental Nutrition Assistance Program (SNAP), which provides food assistance to low-income individuals and families; and

WHEREAS, the City's H.O.M.E. Starts Here Initiative calls for the City to advocate for the protection of key federal programs that increase housing stability, including Social Security, Medicaid, Medicare, Supplemental Nutrition Assistance Program (SNAP), Temporary Assistance for Needy Families (TANF), Low-Income Home Energy Assistance Program (LIHEAP), and the Housing Choice Voucher Program; and

WHEREAS, H.R. 1, the FY2025 reconciliation bill, passed by Congress, will decrease access to Medicaid for residents in Spokane and could lead to the loss of access to food assistance; and

WHEREAS, the U.S. Commerce Department rescinded its promised funding of $48 million for the American Aerospace Materials Manufacturing Center (Spokane's Aerospace Tech Hub), significantly impacting public/private partnerships and future aerospace investments in the Spokane-Coeur d'Alene regional economy and workforce; and

WHEREAS, the City of Spokane will continue to advocate for the restoration of funding for Spokane's Aerospace Tech Hub that will create local jobs and strengthen the regional economy; and

WHEREAS, the Brown Administration and City Council have expanded alternative response teams (SMART) that co-deploy mental health clinicians with Spokane Police and Spokane Fire personnel to stabilize and provide intervention to people suffering from

a behavioral health crisis, and seek to expand these “SMART” teams further to provide 24/7 coverage; and

WHEREAS, the City Council unanimously adopted Resolution 2024-0108, expressing support for the Stop Smuggling Illicit Synthetic Drugs on U.S. Transportation Networks Act, which would provide local law enforcement access to funding and technology needed to address the trafficking of fentanyl and synthetic opioids through interstate transportation networks; and

WHEREAS, the U.S. Environmental Protection Agency (EPA) terminated the City of Spokane and Gonzaga University’s $19.9 million federal Community Change Grant awarded to support local climate resilience, public health, and workforce development; and

WHEREAS, the Community Change Grant was slated to fund critical community-based initiatives in Spokane and the Inland Northwest including the installation of high-efficiency HVAC and air filtration systems in 300 low-income homes, the development of five Community Resilience Hubs to serve as safe spaces during extreme weather, the re-granting of $2.6 million to local nonprofits and faith-based organizations, and job training programs in clean energy and energy efficiency; and

WHEREAS, the City of Spokane opposes the EPA’s proposal to reconsider or rescind the Endangerment Finding for greenhouse gases (GHGs) and the elimination of federal GHG standards for motor vehicles;

WHEREAS, the City of Spokane has engaged in efforts to address per- and polyfluoroalkyl substances (PFAS) chemical contamination, such as the installation of state-of-the-art membrane technology at the Riverside Park Water Reclamation Facility and joined multi-jurisdictional litigation against PFAS manufacturers; and

WHEREAS, the City of Spokane continues to advocate for federal funding to mitigate PFAS contamination; and

WHEREAS, the City of Spokane is confronting the budgetary impacts of a national economic slowdown, the decline of tourism from Canadian residents to Spokane, higher interest rates, persistent inflation, and a decrease in consumer confidence; and

WHEREAS, the Federal Administration has implemented executive actions that harm the City’s finances, economy, and workforce, and public safety, including raising tariffs, conducting workplace raids, canceling disaster preparedness grant funding, and making rapid changes to agencies in ways that weaken important federal, state, and local partnerships; and

WHEREAS, the City of Spokane will continue to pursue federal policies, partnerships, and funding that:

- Protect Civil Rights and Programs Essential to the Most Vulnerable
- Improve Public Safety and Access to Care
- Grow the Regional Economy and Strengthen the Local Workforce
- Invest in Critical Infrastructure

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Spokane that it hereby approves the attached 2025-2026 Federal Priorities.

PASSED BY THE CITY COUNCIL ON _____, 2025.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

City of Spokane Federal Priorities
2025-2026

Protect Civil Rights and Programs Essential to the Most Vulnerable

The City of Spokane continues to advocate for key programs that are essential to the health and well-being of low-income seniors and families, including:

- Medicaid
- Supplemental Nutrition Assistance Program (SNAP)
- Continuum of Care (CoC)
- Community Development Block Grant (CDBG)
- Low Income Energy Assistance Program (LIHEAP)
- Low Income Household Water Assistance Program (LIHWAP)
- Housing Choice Vouchers
- Affordable Connectivity Program (ACP)

The City supports a comprehensive approach to improve federal immigration policies that meets the needs of Spokane's residents and businesses. Immigration reform should address the humanitarian needs of refugees and asylum seekers and create a fair and transparent path to legal status for those without documentation, including Dreamers.

Improve Public Safety and Access to Care

- The City of Spokane is actively pursuing federal funding to expand its alternative response teams ("SMART") that co-deploy mental health clinicians with Spokane Police and Spokane Fire personnel to stabilize and provide intervention to people suffering from a behavioral health crisis.

- The City of Spokane supports the repeal or modification of Medicaid's Institutions of Mental Disease exclusion, which contributes to the overuse of local emergency departments for mental health and substance use disorders.

- The City of Spokane strongly supports the Stop Smuggling Illicit Synthetic Drugs on U.S. Transportation Networks Act, which would provide local law enforcement access to critical funding and technology necessary to address the trafficking of fentanyl and synthetic opioids on interstate transportation networks.

Grow the Regional Economy and Strengthen the Local Workforce

- The City of Spokane strongly advocates for the restoration of federal funding for the American Aerospace Materials Manufacturing Center (Spokane's Aerospace Tech Hub).

- The City of Spokane supports the federal funding request of the Northeast Public Development Authority to create a childcare center for children of workers with nontraditional hours, such as swing shifts and weekends.

- The City of Spokane supports efforts of Fairchild Air Force Base and regional stakeholders to expand on-base housing that relieves housing pressure on the city of Spokane and workforce initiatives that serve military spouses and families.

Invest in Critical Infrastructure

- The City of Spokane advocates for funding to mitigate PFAS contamination.

- The City of Spokane advocates for the restoration of federal funding for the initiatives included in the Gonzaga University and City of Spokane's terminated EPA Community Change Grant.

- The City of Spokane requests federal grant funding for the $65 million Latah Bridge Rehabilitation Project.

- The City of Spokane continues to advocate for the preservation of critical transportation funding sources, including but not limited to Small Starts, Recreational Trails Program, and the Active Transportation Infrastructure Investment Program.

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 09/22/2025

Committee Agenda type: Discussion

Council Meeting Date: 10/20/2025

Date Rec'd	9/17/2025		
Clerk's File #	RES 2025-0084		
Cross Ref #			
Project #			
Submitting Dept	CITY COUNCIL	**Bid #**	
Contact Name/Phone	JACKSON DEESE 6718	**Requisition #**	
Contact E-Mail	JDEESE@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	ZZAPPONE KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	RESOLUTION DESIGNATING SAFE STREETS FOR ALL FUNDING PRIORITIES		

Agenda Wording

A Resolution relating to the Spokane Safe Streets for All Fund and designating Council priorities for selection of projects.

Summary (Background)

A Resolution relating to the Safe Streets for All Fund and designating Council funding priorities for safe streets projects in 2026 and 2027.

What impacts would the proposal have on historically excluded communities?

State law requires an equity analysis and a portion of funding to be expended in prescribed census tracts that meet certain income criteria.

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?

Considering these data points as collected by census tract/block as part of the project scoring matrix equity analysis.

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

Reductions in vehicle speeds and vehicular and pedestrian crashes, injuries and fatalities at project locations.

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?

Analysis was done to score projects based on overlap with projects and plans such as Pedestrian and Bike Master Plans and the 27 by 2027 Network Plan.

Council Subcommittee Review

Transportation Commission will use funding allocations to recommend final projects to city staff and Council.

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 15,400,000
Current Year Cost	$ N/A
Subsequent Year(s) Cost	$ 15,400,000

Narrative

Establishing funding priorities for safe streets projects in 2026 and 2027. Using city staff expense forecasting.

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

Funding Source	Recurring
Funding Source Type	Program Revenue

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

Yes

Expense Occurrence	Recurring

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

Assuming 2025 revenue projections to be identical in 2026 and 2027, these allocation amounts would leave approximately $250,000 in the fund.

Approvals		Additional Approvals	
Dept Head			
Division Director			
Accounting Manager	BAIRD, CHRISTI		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor			

Distribution List

RESOLUTION NO. 2025-0084

A Resolution relating to the Spokane Safe Streets for All Fund and designating Council priorities for selection of projects.

WHEREAS, there is an urgent need to make our streets safer; and

WHEREAS, Council would like to make their project selection priorities clear for staff and the Transportation Commission; and

WHEREAS, on August 26, 2019, the City Council enacted ordinance C35809, establishing new Section 07.08.148 in the Spokane Municipal Code to create the "Traffic Calming Fund" into which funds from automated traffic safety cameras infractions were deposited; and

WHEREAS, on July 10, 2023, City Council passed Resolution 2023-0057, which provided direction on funding allocation for safe streets projects that will no longer be applicable after 2025; and

WHEREAS, on November 4, 2024, the City Council passed Resolution 2024-0103, endorsing a 27-mile urban mobility network by the end of 2027; and

WHEREAS, on November 14, 2024, the City Council enacted ordinance C36601, renaming the "Traffic Calming Fund" to the "Spokane Safe Streets for All Fund"; and

WHEREAS, under SMC 07.08.148, funds in the Spokane Safe Streets for All Fund are to be used to pay for the Safe Systems Approach which include safer speeds, safer road users, and safer roads and such operational expenses associated with the automated safety camera program; and

WHEREAS, in 2024, the Washington State Legislature enacted Engrossed Substitute Senate Bill 2384, which, among other provisions, allows revenues generated from automated safety-camera programs to be devoted to a broader array of safe streets measures, including stops signs, adaptive design, and speed tables and has guidelines on the use of equity analyses required in the placement of traffic enforcement cameras and projects funded by the revenues of traffic enforcement cameras; and

WHEREAS, the Spokane Transportation Commission will use these funding authorizations as part of their decision-making recommending projects to staff and Council;

NOW, THEREFORE, BE IT RESOLVED, that the City Council authorizes up to $6,450,000 in total Spokane Safe Streets for All funds to be used for permanent and adaptive safe streets projects with construction in 2026; and

BE IT FURTHER RESOLVED, that within the 2026 total expense, up to $2,267,000 is to be used for permanent neighborhood safe streets projects; and

BE IT FURTHER RESOLVED, that within the 2026 total expense, up to $525,000 is to be used for adaptive safe streets strategies for construction in 2026; and

BE IT FURTHER RESOLVED, that the City Council authorizes up to $8,875,000 in Spokane Safe Streets for All funds to be used for safe streets projects in 2027; and

BE IT FURTHER RESOLVED, that within the 2027 total expense, up to $1,975,000 is to be used for program costs; and

BE IT FURTHER RESOLVED, that within the 2027 total expense, up to $5,250,000 is to be used for permanent neighborhood safe streets projects with up to $3,850,000 to be used for permanent projects in the 27 by 2027 network for construction in 2027.

ADOPTED by the City Council this ____ day of _____, 2025.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 10/20/2025

Committee Agenda type: Discussion

Council Meeting Date: 10/20/2025

Date Rec'd	10/1/2025
Clerk's File #	RES 2025-0085
Cross Ref #	ORD C36768
Project #	
Bid #	
Requisition #	

Submitting Dept	DEVELOPMENT SERVICES CENTER
Contact Name/Phone	ELDON BROWN 6305
Contact E-Mail	EBROWN@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Council Sponsor(s)	JBINGLE PDILLON
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** YES
Agenda Item Name	RESOLUTION TO SET HEARING VACATING A PORTION OF THE ALLEY BETWEEN

Agenda Wording

Resolution to set Hearing for Vacating the alley between College Ave and Bridge Ave and between Summit Blvd and Lindeke St

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. Some of the neighbors are opposed to the vacation.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

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

Narrative

Amount		**Budget Account**
Revenue	**$** $9793.03	**#** 3200- 49199- 99999- 39510-99999
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	One-Time

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

Approvals		**Additional Approvals**	
Dept Head	PALMQUIST, TAMI		
Division Director	MACDONALD, STEVEN		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	ebrown@spokanecity.org
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edjohnson@spokanecity.org	akiehn@spokanecity.org
erivera@spokanecity.org	

R E S O L U T I O N 2025-0085

WHEREAS, on August 11, 2025, the Spokane City Council received a petition for the vacation of a portion of the alley between College Ave and Bridge Ave and between Summit Blvd and Lindeke St, in the City of Spokane from owners having an interest in real estate abutting the above right-of-way; and

WHEREAS, it was determined that the petition was signed by the owners of more than two-thirds of the property abutting a portion of the alley between College Ave and Bridge Ave and between Summit Blvd and Lindeke St, in the City of Spokane; and

WHEREAS, the City Council desires to set a time and date through this resolution to hold a public hearing on the petition to vacate the above property in the City of Spokane;

NOW, THEREFORE,

The City Council does hereby resolve the following:

That hearing on the petition to vacate a portion of the alley between College Ave and Bridge Ave and between Summit Blvd and Lindeke St, in the City of Spokane will be held in front of the City Council at 6:00 P.M. or as soon thereafter as possible on **November 17, 2025**, and the City Clerk of the City of Spokane is instructed to proceed with all proper notice according to State law.

ADOPTED by the Spokane City Council, this _____ day of _____, 2025.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

ALLEY EXHIBIT
CENTENNIAL RIDGE SUBDIVISION
CITY OF SPOKANE, WA

NETTLETON'S 1ST ADDITION TO SPOKANE FALLS

BLOCK 12

COLLEGE AVENUE

35'

25'

22.0' ACCESS & UTILITY EASEMENT

PROPOSED 22' ALLEY

SUMMIT BOULEVARD (VACATED)

40'

LOT 28 — 42.00' × 21.00'

LOT 27 — 57.33' × 21.42'

LOT 26 — 53.12' × 21.42'

LOT 25 — 48.91' × 21.42' / 44.70'

LOT 24 — 42.00' × 21.00'

LOT 23 — 42.00' × 21.00'

LOT 22 — 42.00' × 21.00'

LOT 21 — 42.00' × 21.00'

LOT 20 — 42.00' × 21.00'

LOT 19 — 42.00' × 21.00'

LOT 18 — 42.00' × 21.00'

LOT 1 — 50.01' × 21.00'

LOT 2 — 50.01' × 21.00'

LOT 3 — 50.01' × 21.00'

LOT 4 — 50.01' × 21.00'

LOT 5 — 50.01' × 21.00'

LOT 6 — 50.01' × 21.00'

LOT 7 — 50.01' × 21.00'

LOT 8 — 50.01' × 21.00'

LOT 9 — 40.01' × 21.00'

LOT 10 — 40.01' × 21.00'

LOT 11 — 40.01' × 21.00'

LOT 12 — 40.01' × 21.00'

LOT 13 — 48.01' × 21.00'

LOT 14 — 48.01' × 21.00'

LOT 15 — 48.01' × 21.00'

LOT 16 — 48.01' × 21.00'

LOT 17 — 48.01' × 21.00'

PREVIOUSLY VACATED ALLEY

16.0' ALLY

16' ALLEY TO REMAIN

PREVIOUSLY VACATED ALLEY

16' ALLEY TO BE VACATED

BLOCK 13

NETTLETON'S 1ST ADDITION TO SPOKANE FALLS

NETTLETON'S 1ST ADDITION TO SPOKANE FALLS

ADDRESS: 2707 W COLLEGE AVE
PARCEL: 25133.0507

ADDRESS: 2703 W COLLEGE AVE
PARCEL: 25133.0506

ADDRESS: 2718 W BRIDGE AVE
PARCEL: 25133.0503

ADDRESS: 2712 W BRIDGE AVE
PARCEL: 25133.0504

ADDRESS: 2708 W BRIDGE AVE
PARCEL: 25133.0505

NORTH LINDEKE STREET

BRIDGE AVENUE

0 20 40
SCALE: 1"= 40'

LEGEND:

- ALLEY TO BE VACATED
- ALLEY TO REMAIN
- PROPOSED 22' ALLEY

ZONING
RSF (RESIDENTIAL SINGLE-FAMILY)

JURISDICTION
CITY OF SPOKANE

SEWER PURVEYOR
SPOKANE COUNTY WASTE WATER DIVISION

POWER/GAS
AVISTA UTILITIES

WATER PURVEYOR
CITY OF SPOKANE WATER DEPARTMENT

TELEPHONE
LUMEN TECHNOLOGIES

SITE ADDRESS:
2725 W COLLEGE AVE, SPOKANE, WA 99201

FIRE DEPARTMENT:
SPOKANE FIRE DEPARTMENT STATION #4

SynTier Engineering, Inc.
55 Lincoln Road Suite 101 Spokane, WA 99208
www.SynTierEngr.com 509.467.1550

DESIGNED:	RAA	CHECKED:	DATE: JANUARY, 2025
DRAWN:	CLM		

NO.	DATE	DESCRIPTION
REVISIONS		

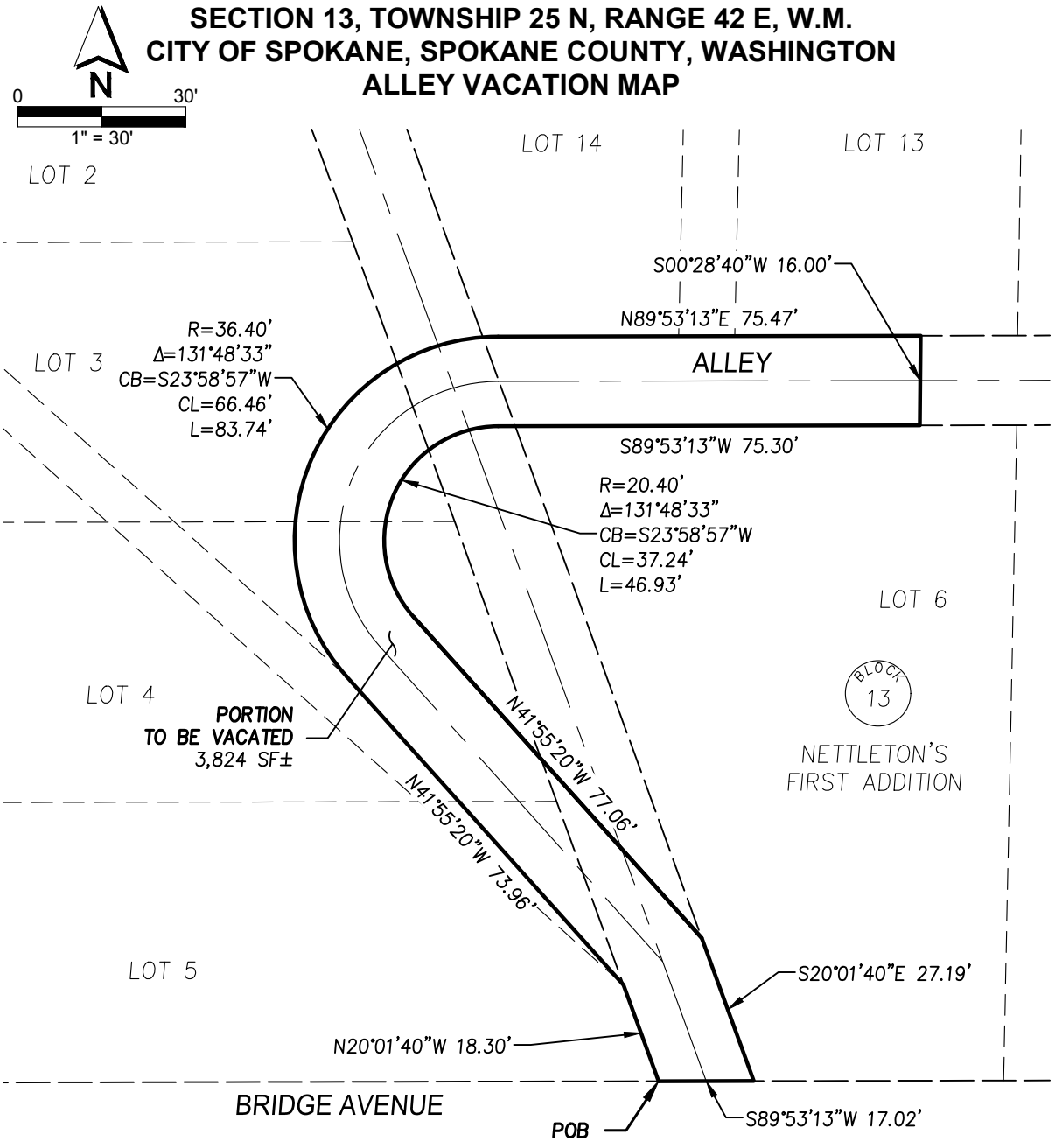
SHEET NO.
C1

JOB NO.
GNC-01

P:\GNC-01 (Centennial Ridge Subdivision)\GNC01-DWGS\Exhibits\ GNC01 - ALLEY EXHIBIT.dwg

EXHIBIT

SECTION 13, TOWNSHIP 25 N, RANGE 42 E, W.M.
CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON
ALLEY VACATION MAP



THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY

DARREL WAYNE CARSTEN
STATE OF WASHINGTON
#5152
REGISTERED
PROFESSIONAL LAND SURVEYOR

09/11/2025

SHEET 2 OF 2

P:\GNC-01 (CENTENNIAL RIDGE SUBDIVISION)\GNC01-SURVEY\GNC01-EXH.DWG

SYNTIER
Engineering, Inc.
55 E Lincoln Rd., Suite 101
Spokane, WA 99208
www.SynTierEngr.com 509.467.1550

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 09/22/2025

Committee Agenda type: Discussion

Council Meeting Date: 10/20/2025

Date Rec'd	9/10/2025
Clerk's File #	RES 2025-0086
Cross Ref #	ADMIN 0860-23-02
Project #	

Submitting Dept	FINANCE, TREASURY & ADMIN	**Bid #**	
Contact Name/Phone	MATT BOSTON 625-6585	**Requisition #**	
Contact E-Mail	MBOSTON@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	PDILLON MCATHCART BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	CITY INVESTMENT POLICY AMENDMENT		

Agenda Wording

A Resolution of the City of Spokane authorizing the amendment of the city of Spokane's administrative policy and procedure titled "Investments"

Summary (Background)

Resolution to amend the City Investment Policy as dictated by section 5.16 of the policy. The amendment increases the Spokane Internal Lending Program (SILP) capacity from 15% to 20%.

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?

This is an administrative policy that relates to an entirely internal process and does not need to be routed for review with the department heads and unions which is typical of most administrative policies.

Council Subcommittee Review

N/A

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	STRATTON, JESSICA		
Division Director	BOSTON, MATTHEW		
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	treasuryaccounting@spokanecity.org
mboston@spokanecity.org	

RESOLUTION 2025-0086

A RESOLUTION OF THE CITY OF SPOKANE AUTHORIZING THE AMENDMENT OF THE CITY OF SPOKANE'S ADMINISTRATIVE POLICY AND PROCEDURE TITLED "INVESTMENTS."

WHEREAS, the City of Spokane ("**City**") previously adopted the "**City Investment Policy**" (Administrative Policy and Procedure titled 'INVESTMENTS', effective date: June 21, 2010; last revised March 27, 2023); and

WHEREAS, the City established the Spokane Investment Pool ("**SIP**") in October, 2007; and

WHEREAS, the City has identified the SIP as an appropriate vehicle for providing internal lending for certain lending opportunities based upon its low cost of capital (i.e. relative to alternative SIP investments) and minimal issuance costs and ongoing costs of administration; and

WHEREAS, beginning in June, 2010, the City commenced the Spokane Internal Lending Program ("**SILP**") to facilitate certain strategic projects and initiatives of the City which required up-front capital and which met certain criteria; and

WHEREAS, the SILP provides loan funding through the issuance of City of Spokane Limited Tax General Obligation Bonds (LTGO) issued pursuant to City Council Resolution on a loan-by-loan basis; and

WHEREAS, upon issuance of the City of Spokane LTGO bonds are purchased by the SIP at par and administered thereafter as an SIP investment; and

WHEREAS, the City Investment Policy, currently allows for investments in "City of Spokane notes, bonds and warrants" in amounts not to exceed *15%* of the total portfolio; and

WHEREAS, bonds issued, outstanding, or committed under the SILP currently stand at approximately $36.2 million or approximately 11.5% of the City's approximate $316 million total SIP investment portfolio; and

WHEREAS, the City desires to continue lending under the SILP; and

WHEREAS, to meet the internal lending needs of the City under the SILP, the City desires to amend Sections 4.61 and 5.11.3 of the City Investment Policy to increase the allowable investments in "City of Spokane notes, bonds and warrants" to an amount not to exceed *20%* of the total SIP investment portfolio; and

WHEREAS, Section 5.16 of the City's Investment Policy requires the City Council to adopt a Resolution approving any significant modification.

NOW THEREFORE, BE IT RESOLVED by the City Council as follows:

Section 1. Amendments to City's Investment Policy.

Section 4.61 of the City's Investment Policy is hereby amended and restated in its entirety as follows:

> 4.61 Spokane Internal Lending Program (SILP) – an approved function supported by City Resolution 2025-0086, that permits the City of Spokane's Investment Pool to purchase City issued LTGO Bonds to a limit of 20% of the overall pool's portfolio balance. This function is a City internal lending activity that permits City funds to invest in City operations/services within its service area.

Section 5.11.3 of the City's Investment Policy is hereby amended and restated in its entirety as follows:

5.11.3 Security limitations by type will follow these maximum guidelines:

Treasury Securities	100%
Federal Agency Securities	90%
- Individual issues	10%
- Individual Agency	40%
FDIC Guaranteed senior unsecured debt obligations (Under the Temporary Liquidity Guaranteed Program (TLGP) or other federal government guaranteed programs. Must carry the full faith and credit of the United States Government.)	30%
- Individual issuer	10%
Washington State Treasurer's Local Government Investment Pool	100%
Non-negotiable Certificates of Deposit (Must be with PDPC-qualified public depository)	60%
- Individual issuing bank	10%
PDPC Financial Institution Sponsored Investment Accts	50%
Banker Acceptances (Must be A1/P1L	10%
Individual banks	2%
Repurchase Agreements	25%
General Obligation bonds of any state or local government Other than "bonds" of the City of Spokane as defined in section 4.9)	10%
City of Spokane notes, bonds and warrants (Includes CLID or LID and "bonds" as defined in section 4.9)	20%
Commercial Paper (Must be A1/P1)	10%
Individual issuer	2%

Section 2. Prior Acts. All acts taken pursuant to the authority of this resolution but prior to its effective date are hereby ratified and confirmed.

Section 3. Severability. If any provision in this resolution is declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed separable from the remaining provisions of this resolution and shall in no way affect the validity of the other provisions of this resolution.

Section 4. Effective Date. This resolution shall become effective immediately upon its adoption.

Adopted by the City Council on _____, 2025.

_____
Council President

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

_____
Mayor

_____
Date

_____
Effective Date

CITY OF SPOKANE ADMINISTRATIVE POLICY AND PROCEDURE	ADMIN 0860-25-02 LGL 2006-0030
TITLE: **INVESTMENTS** EFFECTIVE DATE: June 21, 2010 REVISION EFFECTIVE DATE: October 2025	

1.0 GENERAL

1.1 The purpose of this policy is to establish prudent objectives for the City's investment program and delineate the practices used by the City to invest funds and control portfolio risks.

1.2 TABLE OF CONTENTS

1.0 GENERAL
2.0 DEPARTMENTS/DIVISIONS AFFECTED
3.0 REFERENCES
4.0 DEFINITIONS
5.0 POLICY
6.0 PROCEDURE
7.0 RESPONSIBILITIES
8.0 APPENDICES

2.0 DEPARTMENTS/DIVISIONS AFFECTED

This policy shall apply to investments administered by the City Finance Division.

3.0 REFERENCES

SMC section 07.15, 07.15.020
RCW sections 35.39.030, 35.39.032, 35.39.034, 36.29.020, and 39.58
City Resolution 2022-0026, 2025-0086

4.0 DEFINITIONS

4.1 Accrued Interest - (1) The dollar amount of interest accrued on an issue, based on the stated interest rate on that issue, from its issue date to the date of delivery to the original purchaser. This is usually paid by the original purchaser to the issuer as part of the purchase price of the issue;
(2) Interest deemed to be earned on a security but not yet paid to the investor.

4.2 Agency Security Obligations - U.S. Government backed security that was not issued by the Treasury Department. These issues include: Federal Home Loan Bank Bonds (FHLB), Federal National Mortgage Association (FNMA), Federal Farm Credit Bank (FFCB), Federal Home Loan Mortgage Corporation (Freddie Mac), and Student Loan Marketing Association (Sallie Mae).

4.3 Amortization - Liquidation of a debt through installment payments.

4.4 Average Maturity - A weighted average of the expiration dates for a portfolio of debt securities.

4.5 Bankers' Acceptance (BAs) - Bankers Acceptances generally are created based on a letter of credit used in a foreign trade transaction. They are used to finance the shipment of commodities between countries as well as the shipment of some specific goods within the United States. BAs are short-term, non-interest-bearing notes sold at a discount and redeemed by the accepting bank at maturity for full face value. These notes trade at a rate equal to or slightly higher than Certificates of Deposit (CDs), depending on market supply and demand. Bankers Acceptances are sold in amounts that vary from one hundred thousand dollars ($100,000) to one million dollars ($1,000,000) or more with maturities ranging from thirty (30) to two hundred seventy (270) days. They offer liquidity to the investor, as it is possible to sell BAs prior to maturity at the current market price.

4.6 Benchmark - A bond, or fixed income index, whose terms are used for comparison with other bonds, or fixed income securities of similar maturity. The global financial market typically looks to U.S Treasury securities as benchmarks.

4.7 Bid - Price at which a buyer is willing to purchase a security.

4.8 Bill - A short-term direct obligation of the U.S. Treasury that has a maturity of not more than one year at issuance (for example, thirteen (13), twenty six (26) or fifty two (52) week maturity).

4.9 Bond - (1) The written evidence of debt, bearing a stated rate or stated rates of interest, or stating a formula for determining that rate, and maturing on a certain date, on which date and upon presentation a fixed sum of money plus interest is payable to the holder or owner. A municipal bond issue is usually comprised of many bonds that mature over a period of years; (2) A direct obligation of the U.S. Treasury that has a maturity of more than ten (10) years at issuance

4.10 Book Entry - U.S. Government and federal agency securities that do not exist in definitive (paper) form; they exist only in computerized files maintained by the Federal Reserve Bank.

4.11 Book Value - The amount at which an asset is carried on the books of the owner. The book value of an asset does not necessarily have a significant relationship to the market value of the security.

4.12 Certificates of Deposit (CDs) - Certificates issued against funds deposited in a bank for a definite period of time and earning a specified rate of return. Certificates of Deposit bear rates of interest in line with money market rates current at the time of issuance.

4.13 Competitive Quote Process - A process by which two (2) or more institutions are contacted to obtain prices for specific securities (sec 4.58 of this document). Supersedes Procurement and procedures as allowed per SMC 07.06.107(C).

4.14 Consolidated Local Improvement Districts (CLID) – a consolidation of numerous local improvement districts and their underlying bonds.

4.15 Coupon - The rate of interest paid at a specified time (e.g. annually or semi-annually). Where the coupon is blank, it may indicate that the bond is a "zero-coupon," or a new issue where the coupon has yet to be determined, or that it is a variable-rate bond.

4.16 Credit Risk - The risk that another party to an investment transaction will not fulfill its obligations. Credit risk can be associated with the issuer of a security, a financial institution holding the entity's deposit, or a third party holding securities or collateral. Credit risk exposure can be affected by a concentration of deposits or investments in any one investment type with any one party.

4.17 Delivery - The providing of a security in an acceptable form to the entity or to an agent acting on behalf of the entity and independent of the seller. Acceptable forms can be physical securities or the transfer of book-entry securities. The important distinction is that the transfer accomplishes absolute ownership control by the purchasing entity.

4.18 Delivery vs. Payment - There are two (2) methods of delivery of securities: delivery vs. payment and delivery vs. receipt (also called free). Delivery vs. payment is delivery of securities with an exchange of money for the securities. Delivery vs. receipt is delivery of securities with an exchange or a signed receipt for the securities.

4.19 Depository Bank - A local bank used as the point of deposit for cash receipts.

4.20 Derivative - A financial instrument whose value is based on, and determined by, another security or benchmark.

4.21 Discount - (1) Amount (stated in dollars or a percent) by which the selling or purchase price of a security is less than its face amount; (2) Amount by which the amount bid for an issue is less than the aggregate principal

amount of that issue.

4.22 Diversification - Dividing available funds among a variety of securities and institutions to minimize risk.

4.23 Duration - The weighted maturity of a fixed-income investment's cash flows, used in the estimation of the price sensitivity of fixed-income securities for a given change in interest rates.

4.24 Effective Rate - The yield received on a debt security over a period of time taking into account any compounding effect.

4.25 Face Value - The par value (i.e., principal, or maturity value) of a security appearing on the face of the instrument; thus, the redemption value at maturity.

4.26 Federal Agency Securities - Federal agency securities can be classified by the type of issuer: those issued by Federally Related Institutions, and those issued by Government Sponsored Enterprises.

4.27 Federally Related Institutions - Branches of the federal government and generally do not issue securities directly in the marketplace. The major issuers have been the Tennessee Valley Authority (TVA) and the Government National Mortgage Association (Ginnie Mae). Except for securities of the TVA and the Private Export Funding Corporation, the full faith and credit of the United States government back these securities.

4.28 Federal Reserve System - The central bank of the United States, which has regulated credit in the economy since its inception in 1913. The system includes the Federal Reserve Bank, twelve (12) district banks and the member banks of the Federal Reserve.

4.29 Fiduciary Funds -Assets held in a trustee or agency capacity.

4.30 Fund - City monies are separated into various funds. Fund types vary in applicable legal requirements to include, but are not limited to bond, documents, grant terms, contractual obligations, and the ordinance establishing the fund.

4.31 General Obligation Bond (GO) - A municipal bond secured by the pledge of the issuer's full faith and credit, and backed by their taxing authority.

4.32 Government Security - Any debt obligation issued by the U.S. Government, its agencies or instrumentalities. Certain securities, such as Treasury bonds and Ginnie Maes, are backed by the government as to both principal and interest payments. Other securities, such as those issued by the Farm Credit Bank System and Freddie Macs, are backed by the issuing agency.

4.33 Government Sponsored Enterprises (GSEs) - Privately owned, publicly

chartered entities. They were created by Congress to reduce the cost of capital for certain borrowing sectors of the economy deemed to be important enough to warrant assistance. Today there are five (5) GSEs that issue securities: Federal Farm Credit Bank System (FFCB), Federal Home Loan Bank System (FHLB), Federal National Mortgage Association (Fannie Mae), Federal Home Loan Bank Corporation (Freddie Mac) and the Student Loan Marketing Association (Sallie Mae). These Federal Government-sponsored agencies were established by the U.S. Congress to undertake various types of financing without tapping the public treasury. In order to do so, the agencies have been given the power to borrow money by issuing securities, generally under the authority of an act of Congress.

4.34 Interest - The compensation paid or to be paid for the use of money, usually expressed as an annual percentage rate. Interest rates change in response to a number of things including revised expectations about inflation, and such changes in the prevailing level of interest rates affects the value of all outstanding bonds.

4.35 Inverse Floater - Structured notes or derivatives designed to rise in yield as interest rates fall. Also called a Reverse Floater. These are very volatile securities.

4.36 Investment Portfolio - A collection of investment instruments, authorized by the City and State policy, to generate investment earnings.

4.37 SOFR (Secured Overnight Financing Rate) - A rate that reflects the cost of borrowing overnight, backed by U.S. Treasury securities in the repo market. SOFR replaced LIBOR as the primary U.S. Dollar (USD) benchmark rate following LIBOR's phaseout in June 2023.

4.38 Limited Tax General Obligation (LTGO) Bonds – a general bond of a municipal government that is backed by constrained revenue sources. Such bonds are also known as "Non-Voted General Obligation Debt" where a municipality levies property taxes to meet the bond's debt service, but only up to a statutory limit which is not subject to voter approval.

4.39 Liquidity - The ease and speed with which an asset can be converted into cash without a substantial loss in value.

4.40 Local Government Investment Pool (LGIP) - The aggregate of all funds from political subdivisions that are placed in the custody of the State Treasurer for investment.

4.41 Local Improvement District (LID) – means of assisting benefiting properties in financing needed capital improvements through the formation of special assessment districts. The process leads to the sale of bonds to investors where such securities are repaid via annual assessments of the property owners within the improvement district.

4.42 Loss - The excess of the cost or book value of an asset over its selling price.

4.43 Master Agreement - An agreement which is controlling all transactions covered by it on an open-ended basis. A new contract is not required for each new transaction.

4.44 Maturity Date - The date when the principal amount of a security becomes due and payable, if not subject to prior call or redemption.

4.45 NASD - National Association of Securities Dealers. The largest self regulatory securities industry organization in the United States.

4.46 Notes - 1) Short-term promises to pay specified amounts of money, usually secured by specific sources of future revenues, such as taxes, federal and state aid payments, and bond proceeds. 2) A direct obligation of the U.S. Treasury that has a maturity of more than one (1) year and up to ten (10) years at issuance.

4.47 Offer - The price at which a seller will sell a security.

4.48 Par Value - The nominal or face value of a debt security; that is, the value at maturity.

4.49 Performance - An investment's return (usually total return), compared to a benchmark that is comparable to the risk level or investment objectives of the investment.

4.50 Premium - (1) Amount (stated in dollars or a percent) by which the selling or purchase price of a security is greater than its face amount; (2) Amount by which the amount bid for an issue is greater than the aggregate principal amount of that issue.

4.51 Primary Dealers - A group of government securities dealers that submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission registered securities broker-dealers, banks and a few unregulated firms.

4.52 Principal - The invested amount on which interest is charged or earned.

4.53 Qualified Public Depositary - A financial institution which does not claim exemption from the payment of any sales or compensating use or ad valorem taxes under the laws of this state, which has segregated for the benefit of the commission eligible collateral having a value of not less than its maximum liability and which has been approved by the Public Deposit Protection Commission to hold public deposits.

4.54 Realized Gain or Loss - A measurement which represents the difference between the fair market value and the cost of a security, realized when an

investment is matured or sold.

4.55 Refunding - Sale of a new issue, the proceeds of which are to be used, immediately or in the future, to retire an outstanding issue by essentially replacing the outstanding issue with the new issue. Refundings are done to save interest cost, extend the maturity of the debt, or to relax existing restrictive covenants.

4.56 Repurchase Agreement (Repo) - A Repurchase Agreement is a contractual transaction between an investor and an issuing financial institution (not a secured loan). The investor exchanges cash for temporary ownership of specific securities, with an agreement between the parties that on a future date the financial institution will repurchase the securities at a predetermined price. An "open repo" does not have a specified repurchase date and the repurchase price is established by a formula computation.

4.57 Risk - A measure of the degree of uncertainty and/or of financial loss inherent in an investment or decision.

4.58 Safekeeping - A service to customers rendered by banks or trust companies for a fee whereby all securities and valuables of all types and descriptions are held in the bank's vaults for protection, or in the case of book entry securities, are held and recorded in the customer's name and are inaccessible to anyone else.

4.59 Secondary Market - Ongoing market for bonds previously offered or sold in the primary market.

4.60 Securities - Bonds, notes, mortgages or other forms of negotiable or non negotiable instruments.

4.61 Spokane Internal Lending Program (SILP) – an approved function supported by City Resolution 2025-0086 that permits the City of Spokane’s Investment Pool to purchase City issued LTGO Bonds to a limit of 20% of the overall pool’s portfolio balance. This function is a City internal lending activity that permits City funds to invest in City operations/services within its service area.

4.62 Spokane Investment Pool - Established September 30, 2007 in accordance with RCW 35.39.034. The City of Spokane aggregates investment activity to generate interest earnings. The Pool is created by combining Treasurer's cash and Fund invested balances to consolidate resources available to the Portfolio.

4.63 Swap - A derivative contract through which two parties exchange the cash flows or liabilities from two different financial instruments.

4.64 Syndicate - A group of underwriters formed for the purpose of participating jointly in the initial offering of a new issue of securities. The terms under

which a "syndicate" is formed and operates are typically set forth in an "agreement among underwriters." One or more underwriters will act as manager of the "syndicate" and one of the managers will act as lead manager and "run the books." A "syndicate" is also often referred to as an "account" or an "underwriting account."

4.65 Third-Party Safekeeping - A safekeeping arrangement whereby the investor has full control over the securities being held. Dealers and/or bank investment departments have no access to the securities being held.

4.66 Total Return - Investment performance measure over a stated time period which includes coupon interest, interest on interest, and any realized and unrealized gains or losses.

4.67 Treasury Bills - Treasury Bills are short-term debt obligations of the U.S. Government which have no coupon rate, mature at par value, and are generally issued at a discount to par value. They offer maximum safety of principal since they are backed by the full faith and credit of the United Sates Government and commonly called "T-Bills." T-Bills are issued on a regular basis with initial maturities of ninety one (91) days and one hundred eighty two (182) days. They are more popularly referred to as three (3) month and six (6) month Treasury bills. These instruments generally yield the lowest returns of the major money market instruments Treasury bills because they are considered "risk-free".

4.68 Treasury Notes and Bonds -Treasury Notes have maturities from one (1) to ten (10) years, and Treasury Bonds have maturities of ten (10) to thirty (30) years. Both Notes and Bonds pay periodic coupons. Since Bills, Notes and Bonds are general obligations of the U.S. Government, and since the General Government has the lowest credit risk of all participants in the money market, its obligations generally offer a lower yield to the investor than do other securities with similar maturity structures.

4.69 Underlying Securities - Securities transferred in accordance with a Repurchase Agreement.

4.70 Unrealized Gain or Loss - A measurement, which represents the difference between the fair market value and the cost of a security, taken while the investment is being held and prior to being sold or matured.

4.71 U.S. Government Agency Securities - A variety of securities issued by several U.S. agencies. Some are issued on a discount basis and some are issued with coupons. Some are backed by the full faith and credit guarantee of the U.S. Government, while others are not.

4.72 Volatility - A statistical measure of the variance of price or yield over time. Volatility is low if the price does not change very much over a short period of time, and high if there is a greater change.

4.73 When-Issued Trades - Typically there is a lag between the time a new bond is announced and sold, and the time it is actually issued. During this interval, the security trades "WI" - "when, as, and if issued."

4.74 Yield - The rate at which an investment pays out interest or dividend income, expressed in percentage terms and calculated by dividing the cash flows the security pays by the price of the security and annualizing the result.

5.0 POLICY

5.1 It is the policy of the City of Spokane ("the City") to invest public funds in a manner which will provide the maximum security with the highest investment return, while meeting daily cash flow requirements and conforming to all state and local statutes governing the investing of public funds.

5.2 Scope

5.2.1 This investment policy applies to all financial assets of the City. These funds are accounted for in the City's Comprehensive Annual Financial Report and include all funds, except for Employees' Retirement Fund, Police Pension Fund and Fire Pension Fund.

5.2.2 Funds set aside to defease City debt in conjunction with an advance refunding agreement will be invested in accordance with appropriate bond documents and not necessarily in compliance with this policy. Should bond covenants be more restrictive than this policy, funds will be invested in full compliance with those restrictions.

5.2.3 Funds held by the County Treasurer during tax collection periods shall be governed by the County's investment policies to the extent that they do not conflict with this policy and should be invested by the County Treasurer for the benefit of the City as stipulated by the City in accordance with RCW 36.29.020.

5.3 Prudence

5.3.1 The Investment Committee and designated staff shall act responsibly and prudently in order to maintain the safety of the public's funds.

5.3.2 The standard of prudence that shall be practiced at all times without exception shall be the "Prudent Person Rule" which reads: "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived."

5.3.3 The Chief Financial Officer or their designee acting in accordance with any written procedures, the Investment Policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes. Should any such loss occur, however, the Chief Financial Officer or their designee shall report it to the Investment Committee, who shall then take appropriate action to prevent any future occurrences.

5.3.4 Purchase of securities shall be made for investment and not speculation.

5.4 Objectives

5.4.1 The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the primary objectives of safety and liquidity. Core investments are limited to relatively low-risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall generally be held until maturity with the following exceptions:

a. A security with declining credit may be sold early to minimize loss of principal.

b. A security swap that would improve the quality, yield or target duration in the portfolio.

c. Liquidity needs of the portfolio require that the security be sold.

5.4.2 Therefore, the primary and secondary objectives, in order of priority, of the City's investment activities will be as follows:

a. Safety: Safety of principal is the primary objective of the City's investment program. City investments shall be undertaken in a manner that seeks to ensure preservation of capital in the overall portfolio. To obtain this objective, the City will diversify its investments by investing funds among a variety of securities and financial institutions offering independent returns.

b. Liquidity: The City's investment portfolio will remain sufficiently liquid to enable the City to meet all operating and capital spending requirements which might be reasonably anticipated.

c. Return on Investment: The City's investment portfolio will be structured with the objective of attaining a benchmark rate of return throughout budgetary and economic cycles,

commensurate with the agencies investment risk constraints and the cash flow characteristics of the portfolio.

5.5 Delegation of Authority

5.5.1 Authority to manage the City's investment program is derived from Spokane Municipal Code chapter 7.15 which delegates responsibility for the City's investment program to the City Investment Committee.

5.5.2 Management responsibility for the investment program is hereby delegated to the Chief Financial Officer or their designee who shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

5.5.3 Daily operational responsibility for the investment program is hereby delegated to the City Finance Treasury and Administration Department who shall establish written procedures for the operation of the investment program consistent with the Investment Policy. Procedures should reference the following: purpose, cash review, investment selection, purchase of an investment, settlement and follow-through, accounting, reporting and auditing.

5.5.4 No one person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Chief Financial Officer or their designee. The Chief Financial Officer or their designee shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of staff involved in the accounting for investment activities.

5.6 Ethics and Conflicts of Interest

Officers and employees involved in the investment process shall refrain from personal business activity that may conflict with the proper execution of the investment program, or may impair their ability to make impartial investment decisions. Officers and employees shall disclose to the Investment Committee any material financial interests in financial institutions that conduct business with the City, and they shall also disclose any personal financial/ investment positions that could be related to the performance of the City's portfolio. Officer and employees shall subordinate their personal investment transactions to those of the City, particularly with regard to the timing of purchases and sales.

5.7 Authorized Financial Dealers and Institutions

5.7.1 The City Chief Financial Officer or their designee shall maintain on file a current listing of financial institutions authorized and prepared by the Washington Public Deposit Protection Commission (PDPC) to

provide depository services in the state of Washington. In addition, a list will also be maintained of approved security broker/dealers. These may include primary dealers, or regional dealers that qualify under Securities and Exchange Commission Rule 15C3-1 (uniform net capital rule) and investment departments of local banks. No public deposits shall be made except in qualified public depositaries as provided in chapter 39.58 RCW.

5.7.2 Approved security broker/dealers will be selected based on the following criteria:

- financial condition, strength and capability to fulfill commitments,
- regulatory status of the dealer, and
- background and expertise of the individual representative

5.7.3 Prospective broker / dealers must provide the City Chief Financial Officer or their designee with the following: National Association of Securities Dealers (NASO) certification, proof of Washington State registration, and written certification that the prospective broker / dealer understands and will adhere to this Investment Policy.

5.7.4 An annual review of the financial condition and registrations of the selected qualified financial institutions and broker / dealers will be conducted by the Chief Financial Officer or their designee. A current audited financial statement is required to be on file for each financial institution and broker/ dealer in which the entity invests.

5.7.5 The City shall strive to use a competitive bid process where its selected NASD broker / dealers will compete for investment transactions, but it is recognized that this may not be appropriate for every investment decision.

5.7.6 The City reserves the right to remove any broker/ dealer from the list of approved brokers / dealers if services from them are lacking or if any broker / dealer fails to comply with documentation requirements.

5.8 Authorized and Suitable Investments

5.8.1 Care must be taken to ensure that the list of instruments includes only those allowed by law and those that local investment officer(s) are trained and competent to handle. The City is empowered by statute to invest in any of the securities identified as eligible investments as detailed in the Washington State Treasurer's publication titled "Eligible Investments for Public Funds."

5.8.2 The City chooses to invest in the following types of investments:

- Treasury Securities
- Federal Agency Securities (Mortgage-backed securities included)
- Washington State Treasurer's Local Government Investment Pool
- Non-negotiable Certificates of Deposit (Must be with PDPC-qualified public depository)
- PDPC Financial Institution Sponsored Investment Accounts
- Banker Acceptances (Issuing institution's commercial paper credit rating must be AI/P1)
- Repurchase Agreements
- General Obligation Bonds of any state or local government
- Bonds of the City of Spokane, as that term is defined in section 4.9.
- City of Spokane bonds or warrants of a local improvement district which are within the protection of the local improvement guaranty fund
- Commercial Paper

5.8.3 The City may purchase new issue securities for a delayed settlement. These securities typically are issued at par and are available from most of the dealers in the new issue market. It will be at the Chief Financial Officer's or their designee's discretion to wait to purchase these issues after they "break syndicate" (are "free to trade" at negotiable prices) allowing the City to ask dealers to offer the securities at a market price that may differ from the initial offering price of par.

5.8.4 Repurchase agreements are subject to the following limitations:

a. A signed Public Securities Association (PSA) Master Repurchase Agreement is required.

b. No security shall be accepted for repurchase agreement transactions whose market value is not readily available.

c. Collateral shall be required on Repurchase Agreements as described in section 5.9 of this policy.

5.8.5 General obligation bonds of a state or local government must have at the time of investment one (1) of the three (3) highest credit ratings of a nationally recognized statistical rating organization (NRSRO) other than General Obligation bonds of the City of Spokane or "bonds" as that term is defined in section 4.9.

5.8.6 Commercial paper is subject to the following limitations:

a. Commercial paper must be rated with the highest short-term credit rating of any two (2) NRSROs, at the time of purchase. If the commercial paper is rated by more than two (2) NRSROs, it must have the highest rating from all of the organizations.

b. Commercial paper holdings may not have maturities exceeding two hundred and seventy (270) days. Commercial paper must also be issued by U.S. corporations and cannot be an obligation of any financial institution.

c. Any commercial paper purchased with a maturity longer than one hundred (100) days must also have an underlying long term credit rating at the time of purchase in one (1) of the two (2) highest rating categories of an NRSRO and be asset-backed (collateralized).

d. The percentage of commercial paper may not exceed ten percent (10%) of the total assets of the portfolio.

e. Commercial paper must be purchased in the secondary market and not directly from the issuers.

5.8.7 Derivatives or securities that derive value and / or yield from an underlying asset or an external index are prohibited unless they fall into one (1) of the following categories: zero coupon treasury instruments, zero coupon agency instruments, agency security obligations that have call features, agency security obligations that have step-up features at pre-determined intervals and agency obligations that float with interest rates or external indexes such as treasury bills, SOFR, COFI, or the Fed Funds rate, and swap debt obligations only as they pertain to the asset liability management program.

a. Agency obligation inverse floaters are prohibited.

b. Derivative securities not previously utilized must be approved by Investment Committee.

5.8.8 The City shall only invest in securities when the final maturity date is

known at the time of purchase.

5.9 Collateralization

5.9.1 Collateral will be required on Repurchase Agreements, and will be limited to treasury, agency and money market securities. Collateral shall be delivered to the City's safekeeping agent, or through a tri party arrangement in which the proper documents delineating the responsibilities of the parties have been executed. A clearly-marked evidence of ownership (safekeeping receipt) must be supplied to the City and retained.

5.9.2 In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be one hundred two percent (102%) of market value of principal and accrued interest. Such collateral shall be revalued on a periodic basis, but not less than weekly, in order to maintain market protection. The right of substitution is granted.

5.10 Safekeeping and Custody

5.10.1 All security transactions, including collateral for repurchase agreements, entered into by the City will be conducted on a delivery versus payment (DVP) basis. Securities will be held by a third-party custodian designated by the Chief Financial Officer or their designee and evidenced by safekeeping receipts.

5.11 Diversification

5.11.1 The City will diversify its investments by security type, institution and maturity with the intention to minimize risk.

5.11.2 Investments with any single securities broker/dealer or financial institution will generally not exceed fifty percent (50%) of the total portfolio except for the Washington State Treasurer's Local Government Investment Pool (LGIP) which can be up to one hundred percent (100%).

5.11.3 Security limitations by type will follow these maximum guidelines:

Treasury Securities.....100%
Federal Agency Securities.....90%
- Individual issues.....10%
- Individual Agency 40%
FDIC Guaranteed senior unsecured debt obligations 30%
(Under the Temporary Liquidity Guaranteed Program (TLGP) or other federal government guaranteed programs. Must carry the full faith and credit of the United States Government.)
- Individual issuer.....10%

Washington State Treasurer's Local Government
Investment Pool 100%
Non-negotiable Certificates of Deposit 60%
(Must be with PDPC-qualified public depository)
- Individual issuing bank 10%
PDPC Financial Institution Sponsored Investment Accts 50%
Banker Acceptances (Must be A1/P1L 10%
Individual banks 2%
Repurchase Agreements 25%
General Obligation bonds of any state or local government 10%
Other than "bonds" of the City of Spokane as defined in section 4.9)
City of Spokane notes, bonds and warrants……..…. 20%
(Includes CLID or LID and "bonds" as defined in section 4.9)
Commercial Paper (Must be A1/P1) 10%
Individual issuer 2%

5.12 Maturity Structure

5.12.1 To the extent possible, the City shall attempt to match its investments with anticipated cash flow requirements. The City shall generally invest in securities maturing five (5) years or less from the date of purchase. The average maturity of all securities owned should be no longer than three (3) years. Exceptions to the five (5)

year maximum and three (3) year average maturity are stated below.

a. Funds may be invested in securities exceeding five years if the' maturity of such investments is made to coincide as nearly as practicable with the expected use of the identifiable funds.

b. Funds may be invested in the City's CLID or LID bonds and notes with maturities exceeding five (5) years.

c. Funds may be invested in qualified General Obligation bonds of the City of Spokane or "bonds" as defined in section 4.9 with maturities exceeding five (5) years.

5.13 Internal Control

The Chief Financial Officer or their designee shall establish a system of internal controls, which shall be reviewed by the State Auditor. This review will examine internal controls over investment activities for compliance with policies and procedures. Such review may result in recommendations to change operating procedures to improve internal control. Controls shall be designed to prevent loss of public funds due to fraud, error, misrepresentation or imprudent actions.

5.14 Performance Standards

5.14.1 The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow needs.

5.14.2 Market Yield (Benchmark): The City generally follows an active investment strategy in that it monitors market conditions and position the portfolio in response to the current interest rate environment. Given this strategy, the basis used by the Investment Committee to determine whether market yields are being achieved shall be to identify a benchmark that is comparable to the related portfolio investment duration (for example if the duration of the portfolio is one (1) year, the one-year Treasury yield would be an appropriate benchmark). The Investment Committee shall periodically review portfolio duration and characteristics to ensure selected benchmarks are relevant and where necessary make appropriate changes.

5.15 Reporting

The Chief Financial Officer or their designee presents investment earnings as part of regular reporting on General Fund Revenues. Additional reports shall be provided upon request as needed.

5.16 Investment Policy Adoption

The City's Investment Policy shall be adopted by resolution of the City Council. The policy shall be reviewed by the Finance Committee annually and any significant modification thereto shall be approved by the City Council.

5.17 Investment Allocation - Spokane Investment Pool

5.17.1 Purpose - To establish and explain the investment allocation methodology used to distribute investment portfolio earnings to funds participating in the Spokane Investment Pool.

5.17.2 Investment earnings shall be allocated in accordance with the applicable legal requirement(s) of the underlying fund. Such legal requirements include, but are not limited to, bond documents, grant terms, contractual obligations, or the ordinance establishing the Fund. Absent such legal requirements, the Chief Financial Officer or their designee shall establish by resolution, the rate and manner in which investment earnings shall be allocated in accordance with RCW 35.39.034. (See RES 2022-0026.)

5.17.3 It is the policy of City to allocate portfolio earnings to participating Funds on a monthly basis. Participating funds are to receive a proportionate share of all monthly earnings based on their average invested balance. Unrealized gains and losses, realized gains and losses, and amortization of Premium and Discount are to be allocated at least quarterly. For reporting purposes, at the close of the fiscal year, an entry will be made to accrue interest earned but not yet received as of the end of the year.

5.17.4 The Investment allocation methodology applies to all funds participating in the investment pool. These funds are accounted for in the Operation of Cash and Investments report and include all funds except for Fiduciary Funds.

6.0 PROCEDURE

The Chief Financial Officer or their designee shall adopt department procedures which shall be in compliance with this policy.

7.0 RESPONSIBILITIES

The City Finance, Treasury and Administration Division shall administer this policy.

8.0 APPENDICES

N/A

APPROVED BY:

City Attorney	Chief Financial Officer
City Administrator	Date

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 09/22/2025

Committee Agenda type: Discussion

Council Meeting Date: 10/20/2025

Date Rec'd	9/10/2025
Clerk's File #	RES 2025-0087
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	FINANCE, TREASURY & ADMIN
Contact Name/Phone	MATT BOSTON 625-6585
Contact E-Mail	MBOSTON@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Council Sponsor(s)	PDILLON BWILKERSON
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	INTERNAL BORROWING GUIDELINES AMENDMENT

Agenda Wording

A Resolution of the City of Spokane establishing underwriting guidelines for the Spokane Internal Lending Program (SILP).

Summary (Background)

The City has identified the SIP as an appropriate vehicle for providing internal lending for certain lending opportunities based upon its low cost of capital (i.e. relative to alternative SIP investments) and minimal issuance costs and ongoing costs of administration. The City Investment Policy, allows for investments in "City of Spokane notes, bonds and warrants" in amounts not to exceed 20% of the total portfolio. As lending under the SILP continues, there is a need to amend and restate the underwriting guidelines initially established pursuant to Resolution 2014-0101 for evaluating future loan requests under the program.

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?

This relates to the Investment Policy amendment resolution

Council Subcommittee Review

N/A

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	STRATTON, JESSICA		
Division Director	BOSTON, MATTHEW		
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
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RESOLUTION 2025-0087

A RESOLUTION OF THE CITY OF SPOKANE ESTABLISHING UNDERWRITING GUIDELINES FOR THE SPOKANE INTERNAL LENDING PROGRAM

WHEREAS, the City of Spokane (City) established the Spokane Investment Pool (SIP) in October, 2007; and

WHEREAS, the City has identified the SIP as an appropriate vehicle for providing internal lending for certain lending opportunities based upon its low cost of capital (i.e. relative to alternative SIP investments) and minimal issuance costs and ongoing costs of administration; and

WHEREAS, beginning in June, 2010, the City commenced the Spokane Internal Lending Program (SILP) to facilitate certain strategic projects and initiatives of the City which required up-front capital and which met certain criteria; and

WHEREAS, the SILP provides loan funding through the issuance of City of Spokane Limited Tax General Obligation Bonds (LTGO) issued pursuant to City Council Resolution on a loan-by-loan basis; and

WHEREAS, upon issuance of the City of Spokane LTGO bonds are purchased by the SIP at par and administered thereafter as an SIP investment; and

WHEREAS, the SIP acquires investments pursuant to the City's Investment Policy (Administrative Policy and Procedure titled 'INVESTMENTS', effective date: June 21, 2010; last revised October 2025); and

WHEREAS, the City Investment Policy, allows for investments in "City of Spokane notes, bonds and warrants" in amounts not to exceed 20% of the total portfolio; and

WHEREAS, bonds issued, outstanding or committed under the SILP currently stand at approximately $36.2 million or approximately 11.5% of the City's approximate $316 million total SIP investment portfolio; and

WHEREAS, the City desires to continue lending under the SILP; and

WHEREAS, as lending under the SILP continues, there is a need to amend and restate the underwriting guidelines initially established pursuant to Resolution 2014-0101 for evaluating future loan requests under the program;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPOKANE as follows:

Section 1. **Amendment and Restatement of SILP Underwriting Guidelines.** The City's underwriting guidelines for evaluating loan requests under the SILP are amended and restated in their entirety as follows:

- The current limit for City of Spokane Bonds under the City's Investment Policy, is 20%; the City may wish to consider raising or lowering this percent in the future depending on the opportunities for strategic lending under the SILP and other lending considerations.

  The two key considerations beyond 'strategic opportunity' in raising or lowering the SIP limits are risk and liquidity. The risk to the City's General Fund of lending under the SILP is directly tied to the credit quality of the loans made under the program. The liquidity consideration is tied to the fundamental illiquidity of the City of Spokane Bonds; therefore SILP Loans should not limit the SIP portfolio's ability to meet the City's projected cash flow needs.

- Anticipated outcomes of projects and initiatives for which loans are requested, must be deemed consistent with the City of Spokane strategic goals including tactical objectives.

  Inasmuch as *not all strategic objectives of the City are specifically set forth, this is* a *facts and circumstances requirement that is deemed satisfied through the exchange of information between Administration and City Council implicit in the process for proposing Loan requests under the SI LP and the required passage by City Council.*

- All loan requests must provide absolute assurance of payback.

  Note that in the event of a *default by* a *borrower under the SILP, the City has pledged, through its issuance of 'General Obligation Bonds' to fund the loans at inception, to use all legally available resources, including tax revenues, to repay bonds. In other words, the General Fund of the City will become generally liable for repayment of any SILP Loan in default.*

- Loans shall be internal (i.e. interfund loans within the City organization).

  In the event the City identifies loan opportunities on projects or proposals with other governmental organizations (e.g. Spokane County), an amendment to this resolution allowing external Loans will be required together with such other actions as *may be required to provide such financing.*

- In addition to being consistent with City strategic goals, proposals that improve the efficiency and effectiveness of City operations will be given priority under the SILP.

  To the extent efficiency/effectiveness proposals result in personnel reductions, strong efforts shall be made to mitigate impacts on individuals thus affected. Mitigation may include, but is not limited to, relying on attrition or placement within other areas of the City to avoid layoffs.

- Loan requests must be consistent the City's Investment Policy.

  *Loans must generally be made for periods not to exceed five years. Renewals may be agreed to by the parties for periods not to exceed five years for each renewal; however such renewals must be negotiated and agreed to following the initial loan term. (Note that an exception may be made if the loan/bond can be matched to a particular City liability; Investment Policy Section 5.12.1(*a) *provides that "Funds may be invested in securities exceeding five years if the maturity of such investments is made to coincide as nearly as practicable with the expected use of the identifiable funds.")*

  Depending on the need of the borrower and other considerations, the structure of the loan may provide for level or other pay down (e.g. balloon payment) as agreed to by the parties and consistent with prudent lending practice.

  Loans may be disbursed in lump sum or as a series of Term Bonds for creation of a loan facility with a stated 'not to exceed' amount of borrowing (e.g. $25m Public Safety Equipment Bonds issued in August, 2014).

- Inasmuch as, loans granted under the SILP have little or no liquidity, requests under the SILP must be consistent with the City's projected cash flow needs.

  City Finance, in conjunction with the Treasurer's Office, conducts regular review of the City's near, medium and long-term cash flow needs and makes investment decision consistent therewith.

- The interest rate earned by the SIP on Bonds issued under the SILP must equal or exceed the yields available on similar investments available to the SIP.

  Generally the SIP will require an interest rate equal to the U.S. Treasury Rate for like maturity plus 50 basis points (the addition of 50 basis points is to generally account for the lack of liquidity, credit quality differential and costs of administration).

- Such other principles and guidelines as may be deemed relevant and consistent with those stated above and consistent with prudent lending practices.

Section 2. **Prior Acts**. All acts taken pursuant to the authority of this resolution but prior to its effective date are hereby ratified and confirmed.

Section 3. **Severability**. If any provision in this resolution is declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed separable from the remaining provisions of this resolution and shall in no way affect the validity of the other provisions of this resolution.

Section 4. **Effective Date**. This resolution shall become effective immediately upon its adoption.

Adopted by the City Council on _____, 2025.

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 09/22/2025

Committee Agenda type: Discussion

Council Meeting Date: 10/20/2025

Date Rec'd	9/4/2025		
Clerk's File #	RES 2025-0088		
Cross Ref #			
Project #			
Submitting Dept	FINANCE, TREASURY & ADMIN	**Bid #**	
Contact Name/Phone	MATT BOSTON 625-6820	**Requisition #**	
Contact E-Mail	MBOSTON@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	PDILLON BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	SIP REFINANCING RESOLUTION		

Agenda Wording

A resolution authorizing the issuance and sale of certain individual Limited Tax General Obligation Refunding Bonds in an aggregate principal amount not to exceed $6,661,000.00. The refinancing will occur on December 17

Summary (Background)

A resolution authorizing the issuance and sale of certain individual Limited Tax General Obligation Refunding Bonds in an aggregate principal amount not to exceed $6,661,000.00. Establishing interfund loan facilities from the Spokane Investment Pool to refinance existing interfund loans, fixing the dates, forms, maturities, interest rates, terms and covenants of the bonds. Authorizing the sale and delivery of the bonds to the City and providing for other matters properly relating thereto.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

N/A

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

Narrative

The refinancing will lower payment amounts.

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	STRATTON, JESSICA		
Division Director	BOSTON, MATTHEW		
Accounting Manager	SCHMITT, KEVIN		
Legal	PICCOLO, MIKE		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	treasuryaccounting@spokanecity.org
kschmitt@spokanecity.org	cbaird@spokanecity.org
kbustos@spokanecity.org	kbustos@spokanecity.org

CITY OF SPOKANE, WASHINGTON
LIMITED TAX GENERAL
OBLIGATION REFUNDING BONDS, 2025 (TAXABLE)

SERIES A (ESMERALDA GOLF COURSE IMPROVEMENTS)

SERIES B-1 (GARDNER PROPERTY)
SERIES B-2 (ALKI PROPERTY)
SERIES B-3 (WEST PLAINS FIRE STATION)

SERIES C (CHAS EAST CENTRAL DENTAL CLINIC)

SERIES D (U DISTRICT LRF LOAN)

RESOLUTION NO. 2025-0088

A RESOLUTION of the City of Spokane, Washington, providing for the issuance and sale of certain individual Limited Tax General Obligation Refunding Bonds in the aggregate principal amount of not to exceed $6,611,000; establishing interfund loan facilities from the Spokane Investment Pool to refinance existing interfund loans; fixing the dates, forms, maturities, interest rates, terms and covenants of the bonds; authorizing the sale and delivery of the bonds to the City, and providing for other matters properly relating thereto.

Adopted October 20, 2025

PREPARED BY:

KUTAK ROCK, LLP
Spokane, Washington

CITY OF SPOKANE, WASHINGTON

LIMITED TAX GENERAL OBLIGATION REFUNDING BONDS, 2025 (TAXABLE)

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* This Table of Contents and the cover page are not a part of the following Resolution and are included only for the convenience of the reader.

CITY OF SPOKANE, WASHINGTON
RESOLUTION NO. 2025-0088

A RESOLUTION of the City of Spokane, Washington, providing for the issuance and sale of certain individual Limited Tax General Obligation Refunding Bonds in the aggregate principal amount of not to exceed $6,611,000; establishing interfund loan facilities from the Spokane Investment Pool to refinance existing interfund loans; fixing the dates, forms, maturities, interest rates, terms and covenants of the bonds; authorizing the sale and delivery of the bonds to the City, and providing for other matters properly relating thereto.

WHEREAS, pursuant to Resolution 2020-0034, the City of Spokane (the "**City**") authorized an interfund loan from the Spokane Investment Pool to the Asset Management Fund in the amount of $2,500,000.00, which was used to refinance a prior interfund loan authorized pursuant to Resolution 2019-0080, which was originally used for capital improvements to Esmeralda Golf Course (the "**Esmeralda Loan**"), which remains outstanding in the principal amount of $1,794,483.68; and

WHEREAS, pursuant to Resolution 2020-0034, the City authorized an interfund loan from the Spokane Investment Pool to the Asset Management Fund in the amount of $1,129,923.79, which was used to refinance a prior interfund loan authorized pursuant to Resolution 2017-0064, which was originally used to pay the cost of acquiring property to provide a facility in which the City's Police Department could consolidate investigative services (the "**Gardner Property Loan**"), which remains outstanding in the principal amount of $738,140.08; and

WHEREAS, pursuant to Resolution 2020-0034, the City authorized an interfund loan from the Spokane Investment Pool to the Asset Management Fund in the amount of $1,746,254.87, which was used to refinance a prior interfund loan authorized pursuant to Resolution 2017-0063, which was originally used to pay the cost of acquiring property to provide a facility in which the City's Police Department could provide a more secure place to store evidence of crimes (the "**Alki Property Loan**"), which remains outstanding in the principal amount of $1,140,767.76; and

WHEREAS, pursuant to Resolution 2020-0034, the City authorized an interfund loan from the Spokane Investment Pool to the Asset Management Fund in the amount of $604,013.56, which was used to refinance a prior interfund loan authorized pursuant to 2017-0066, which was originally used to pay the cost of construction of the West Plains Fire Station (the "**West Plains Fire Station Loan**"), which remains outstanding in the principal amount of $394,581.14; and

WHEREAS, pursuant to Resolution 2020-0050, the City authorized and issued an interfund loan from the Spokane Investment Pool to the Asset Management Fund in the amount of $912,000.00, which was used to pay the cost of acquisition, construction and installation of the CHAS East Central Dental Clinic (the "**CHAS East Central Dental Clinic Loan**"), which remains outstanding in the principal amount of $510,454.07; and

WHEREAS, pursuant to Resolution 2020-0033, the City authorized an interfund loan from the Spokane Investment Pool to the Asset Management Fund in the amount of not to exceed $2,927,080, to be used to refinance a prior interfund loan authorized pursuant to Resolution 2017-0065, which interfund loan refinanced the initial interfund loan which was issued pursuant to Resolution 2011-0036, to provide funds to pay the cost of capital expenditures for the Division Street Gateway Corridor Project in the Spokane University District Revitalization Area as authorized in Ordinance No. C34470 (the "**U District LRF Loan**"), which remains outstanding in the principal amount of $2,357,391.93; and

WHEREAS, together the above interfund loans are defined herein as the "**Loans**"; and

WHEREAS, RCW 35.39.030(4) authorizes the City to invest its money in general obligation or utility revenue bonds or warrants of its own or of any other city or town in the state, and Sections 5.8.5 and 5.12.1 of the City's Administrative Policy and Procedure for Investments ("**Investment Policy**") further authorize the City Treasurer to invest in general obligation bonds or other bonds issued by the City as defined in Section 4.9 of the Investment Policy; and

WHEREAS, the Loans were each documented with and secured by taxable limited tax general obligation bonds purchased by the Spokane Investment Pool ("**SIP**"); and

WHEREAS, it is deemed necessary and in the best interest of the City to provide for the restructuring and refinancing of the Loans through the issuance of a series of taxable limited tax general obligation refunding bonds to be purchased by SIP.

NOW THEREFORE, BE IT RESOLVED by the City Council as follows:

Section 1. Definitions. As used in this resolution the following words shall have the following meanings:

Annual Debt Service for any fiscal year or calendar year means the sum of the interest and principal due in such year on the Bonds. If the interest rate on any such Bond is other than a fixed rate, the rate applicable at the time of the computation shall be used.

Asset Management Fund means the City's existing special fund of the same name into which all revenues collected for and allocated to the payment of the principal and interest on the Bonds, shall be deposited into a separate account for such purpose; and into which the principal proceeds received from the sale and delivery of the Bonds shall be paid into a separate account within the Asset Management Fund and used to pay the costs of refinancing the Loans and paying the costs of issuance of the Bonds.

Bond Owner or Registered Owner means the City of Spokane, as payee, for the benefit of the Spokane Investment Pool.

Bond Registrar means the Treasurer or any successor appointed by the Treasurer.

Bond Year means the twelve (12) month period beginning on the date of issuance of the Bond.

Bonds means, collectively, the Series A, B-1, B-2, B-3, C and D Bonds.

City means the City of Spokane, Spokane County, Washington, a first class city duly organized and existing under the laws of the State of Washington and its City Charter.

City Council means the general legislative authority of the City as the same shall be duly and regularly constituted from time to time.

Facility Improvement Fee means the fee implemented by the Parks and Recreation department in June 2018 to fund a portion of the costs of the Golf Projects.

Golf Projects mean the plan for certain capital improvements to the City's golf courses as specified and adopted in Resolution No. 2018-0074 and Resolution No. 2019-0080.

Loans means, collectively, the Esmeralda Loan, the Gardner Property Loan, the Alki Property Loan, the West Plains Fire Station Loan, the CHAS East Central Dental Clinic Loan, and the U District LRF Loan.

Local Property Tax Allocation Revenue means the local property tax allocation revenues as defined by RCW 39.104.020(8) and derived by the City with respect to the Spokane University District Revitalization Area.

LRF Tax means the sales and use tax authorized by RCW 82.14.510 as imposed and collected by the City.

Maturity Date means a date not to exceed five years from the date(s) of issuance of the Bonds.

Permitted Investments means any investments of City funds permitted under the laws of the State of Washington as amended from time to time.

Series A Bond means the City of Spokane "Limited Tax General Obligation Refunding Bond, 2025 Series A (Esmeralda Golf Course Improvements – Taxable)" issued pursuant to this resolution.

Series B-1 Bond means the City of Spokane "Limited Tax General Obligation Refunding Bond, 2025 Series B-1 (Gardner Property – Taxable)" issued pursuant to this resolution.

Series B-2 Bond means the City of Spokane "Limited Tax General Obligation Refunding Bond, 2025 Series B-2 (Alki Property – Taxable)" issued pursuant to this resolution.

Series B-3 Bond means the City of Spokane "Limited Tax General Obligation Refunding Bond, 2025 Series B-3 (West Plains Fire Station – Taxable)" issued pursuant to this resolution.

Series C Bond means the City of Spokane "Limited Tax General Obligation Refunding Bond, 2025 Series C (CHAS East Central Dental Clinic – Taxable)" issued pursuant to this resolution.

Series D Bond means the City of Spokane "Limited Tax General Obligation Refunding Bond, 2025 Series D (U District LRF Loan – Taxable)" issued pursuant to this resolution.

SIP means the Spokane Investment Pool.

SIP Internal Lending Rate means an interest rate formula for the interfund lending of funds from the Spokane Investment Pool, calculated as of the first day of the month in which the Bonds are issued as follows: a rate equivalent to the United States Treasury Rate of like maturity plus 50 basis points (.50%).

Treasurer means the Treasurer of the City, or any successor to the functions of the Treasurer.

Rules of Interpretation. In this resolution, unless the context otherwise requires:

(a) The terms "hereby," "hereof," "hereto," "herein, "hereunder" and any similar terms, as used in this resolution, refer to this resolution as a whole and not to any particular article, section, subdivision or clause hereof, and the term "hereafter" shall mean after, and the term "heretofore" shall mean before, the date of this resolution;

(b) Words of the masculine gender shall mean and include correlative words of the feminine and neutral genders and words importing the singular number shall mean and include the plural number and vice versa;

(c) Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons;

(d) Any headings preceding the text of the several articles and Sections of this resolution, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this resolution, nor shall they affect its meaning, construction or effect; and

(e) All references herein to "articles," "sections" and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof.

Section 2. Authorization and Description of Bonds.

(a) *Series A Bond*. To provide funds to refinance the Esmeralda Loan and to pay costs of issuing the Series A Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of not to exceed $1,710,000 for the Series A Bond to document an interfund loan facility with the SIP in the amount of not to exceed $1,710,000.

(b) *Series B-1 Bond.* To provide funds to refinance the Gardner Property Loan and to pay costs of issuing the Series B-1 Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of not to exceed

$701,000 for the Series B-1 Bond to document an interfund loan facility with the SIP in the amount of not to exceed $701,000.

(c) *Series B-2 Bond.* To provide funds to refinance the Alki Property Loan and to pay costs of issuing the Series B-2 Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of not to exceed $1,085,000 for the Series B-2 Bond to document an interfund loan facility with the SIP in the amount of not to exceed $1,085,000.

(d) *Series B-3 Bond.* To provide funds to refinance the West Plains Fire Station Loan and to pay costs of issuing the Series B-3 Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of not to exceed $375,000 for the Series B-3 Bond to document an interfund loan facility with the SIP in the amount of not to exceed $375,000.

(e) *Series C Bond.* To provide funds to refinance the CHAS East Central Dental Clinic Loan and to pay costs of issuing the Series C Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of not to exceed $470,000 for the Series C Bond to document an interfund loan facility with the SIP in the amount of not to exceed $470,000.

(f) *Series D Bond.* To provide funds to refinance the U District LRF Loan and to pay costs of issuing the Series D Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of not to exceed $2,270,000 for the Series D Bond to document an interfund loan facility with the SIP in the amount of not to exceed $2,270,000.

The Bonds shall be dated as of their dates of delivery to the SIP, shall be in the amounts specified above, shall be fully registered as to principal and interest, shall be numbered in such manner and with any additional identification as the Bond Registrar deems necessary for identification, and shall mature on their respective Maturity Dates. Principal of and interest on the Bonds shall be due semi-annually on the payment dates established by SIP, provided the final payments may be balloon payments due and payable on the respective Maturity Date.

The Bonds shall bear interest at the applicable SIP Internal Lending Rate. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months. The Bonds shall be amortized to create approximately level debt service based on semi-annual payments of principal and interest, with final payment of principal and all accrued interest on the Maturity Dates, which final payments may be balloon payments.

Section 3. Sale of Bonds. The City Council hereby approves the SIP's offer to purchase the Bonds and establish interfund loans on the terms set forth in this resolution and the accompanying draft payment and amortization schedules. The proper City officials are hereby authorized and directed to do everything necessary for the prompt execution and delivery of the Bonds to the City of Spokane for the benefit of the SIP. On or prior to the closing date, the SIP shall provide the City with separate, final payment and amortization schedules for the Bonds.

Section 4. Application of Bond Proceeds.

(a) *Series A Bond*.

(i) The proceeds of the Series A Bond shall be expended to pay the costs of refinancing the Esmeralda Loan and to pay the costs of issuing the Series A Bond as authorized herein.

(ii) The net proceeds of the Series A Bond shall be deposited into the Asset Management Fund for the purposes of refinancing the Esmeralda Loan and discharging the obligations of the City relating thereto under Resolution No. 2020-0034.

(b) *Series B-1 Bond.*

(i) The proceeds of the Series B-1 Bond shall be expended to pay the costs of refinancing the Gardner Property Loan and to pay the costs of issuing the Series B-1 Bond as authorized herein.

(ii) The net proceeds of the Series B-1 Bond shall be deposited into the Asset Management Fund for the purposes of refinancing the Gardner Property Loan and discharging the obligations of the City relating thereto under Resolution No. 2020-0034.

(c) *Series B-2 Bond.*

(i) The proceeds of the Series B-2 Bond shall be expended to pay the costs of refinancing the Alki Property Loan and to pay the costs of issuing the Series B-2 Bond as authorized herein.

(ii) The net proceeds of the Series B-2 Bond shall be deposited into the Asset Management Fund for the purposes of refinancing the Alki Property Loan and discharging the obligations of the City relating thereto under Resolution No. 2020-0034.

(d) *Series B-3 Bond.*

(i) The proceeds of the Series B-3 Bond shall be expended to pay the costs of refinancing the West Plains Fire Station Loan and to pay the costs of issuing the Series B-3 Bond as authorized herein.

(ii) The net proceeds of the Series B-3 Bond shall be deposited into the Asset Management Fund for the purposes of refinancing the West Plains Fire Station Loan and discharging the obligations of the City relating thereto under Resolution No. 2020-0034.

(e) *Series C Bond.*

(i) The proceeds of the Series C Bond shall be expended to pay the costs of refinancing the CHAS East Central Dental Clinic Loan and to pay the costs of issuing the Series C Bond as authorized herein.

(ii) The net proceeds of the Series C Bond shall be deposited into the Asset Management Fund for the purposes of refinancing the CHAS East Central Dental Clinic Loan and discharging the obligations of the City relating thereto under Resolution No. 2020-0050.

(f) *Series D Bond.*

(i) The proceeds of the Series D Bond shall be expended to pay the costs of refinancing the U District LRF Loan and to pay the costs of issuing the Series D Bond as authorized herein.

(ii) The net proceeds of the Series C Bond shall be deposited into the Asset Management Fund for the purposes of refinancing the U District LRF Loan and discharging the obligations of the City relating thereto under Resolution No. 2020-0033.

(g) The City hereby irrevocably sets aside sufficient funds from proceeds of the Bonds to make the payments described in this resolution.

Section 5. Pledge of Funds and Credit. To pay principal of and interest on the Bonds as the same shall become due, the City hereby irrevocably covenants that it will deposit available City funds into the Asset Management Fund in amounts sufficient to pay the principal of and interest on the Bonds.

In addition, the City hereby irrevocably covenants that it will deposit into the Asset Management Fund proceeds from the Facility Improvement Fee in amounts, in addition to other available City Funds, sufficient to pay the principal of and interest on the Series A Bond. Notwithstanding the foregoing, the City reserves the right to pledge the proceeds of the Facility Improvement Fee to the payment of other obligations on a parity basis.

The City further hereby irrevocably covenants that it will deposit into the Asset Management Fund proceeds from the LRF Tax and any Local Property Tax Allocation Revenues, if any, in amounts, in addition to other available City Funds, sufficient to pay the principal of and interest on the Series D Bond. Notwithstanding the foregoing, the City reserves the right to pledge the proceeds of the LRF Tax or Local Property Tax Allocation Revenues to the payment of other obligations on a parity basis.

The full faith, credit and taxing power of the City are hereby irrevocably pledged for the prompt payment of such principal and interest on the Bonds.

Section 6. Registration and Payments. The Treasurer shall act as authenticating agent, paying agent and registrar for the Bonds (collectively, the "**Bond Registrar**"). Both

principal of and interest on the Bonds shall be payable in lawful money of the United States of America. Payments of principal of and interest on the Bonds shall be paid by interfund transfer, check, wire or electronic transfer. Final payment of all principal of and interest on the Bonds shall be paid upon demand, presentation and surrender of the Bonds by the SIP to the Bond Registrar. The Bonds are not transferable.

Section 7. Prepayment. At the option of the City, or upon demand of the SIP, the Bonds may be prepaid, in whole or in part, at any time, with prepayments to apply first to interest and then to principal.

Section 8. Execution and Authentication of Bonds. The Bonds shall be executed on behalf of the City with the manual or facsimile signature of the Mayor and attested with the manual or facsimile signature of the City Clerk, and the seal of the City shall be impressed thereon.

Only a Bond that bears a Registration Certificate in the form set forth in Section 9 hereof, manually executed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this resolution. Such Registration Certificate shall be conclusive evidence that the Bond so authenticated have been duly executed, authenticated and delivered hereunder and are entitled to the benefits of this resolution.

In case either of the officers who shall have executed the Bonds shall cease to be an officer or officers of the City before the Bonds shall have been authenticated or delivered by the Bond Registrar, or issued by the City, such Bonds may nevertheless be authenticated, delivered and issued and upon such authentication, delivery and issuance, shall be as binding upon the City as though those who signed the same had continued to be such officers of the City. The Bonds may also be signed and attested on behalf of the City by such persons as at the actual date of execution of the Bonds shall be the proper officers of the City although at the original date of the Bonds any such person shall not have been such officer of the City.

Section 9. Form of Bonds. The Bonds shall be in substantially the following form:

UNITED STATES OF AMERICA

NO. R-1 **$_____**

STATE OF WASHINGTON
CITY OF SPOKANE
LIMITED TAX GENERAL
OBLIGATION REFUNDING BOND, 2025
[SERIES DESIGNATION – (TAXABLE)]

INTEREST RATE: SIP Internal Lending Rate, as described in the Bond Resolution

MATURITY DATE: December 1, 20__

REGISTERED OWNER: CITY OF SPOKANE, WA for the benefit of the SPOKANE INVESTMENT POOL

PRINCIPAL AMOUNT: _____ and ___/100 DOLLARS

CITY OF SPOKANE, Spokane County, Washington, a municipal corporation of the State of Washington (the "**City**"), for value received hereby promises to pay to the Registered Owner identified above, the Principal Amount, plus interest, indicated above.

This Bond is issued under authority of Resolution No. _____, adopted by the City Council on _____, 2025 (the "**Bond Resolution**"), to document an interfund loan from the Spokane Investment Pool ("**SIP**") to pay the costs of refinancing the [LOAN DESIGNATION] and to pay the costs of issuance of the Bond. Capitalized terms not otherwise defined in this Bond shall have the meanings given such terms in the Bond Resolution.

Both principal of and interest on this Bond are payable in lawful money of the United States of America semi-annually in accordance with the payment schedule provided by the SIP. Interest shall be calculated on a 30/360 basis. Upon final payment of all installments of principal and interest thereon on or before the Maturity Date, this Bond shall be submitted to the Treasurer of the City (the "**Bond Registrar**") for cancellation and surrender. Installments of principal of and interest on this Bond shall be paid by interfund transfer or by check or draft mailed on the date such principal and interest is due or by electronic funds transfer made on the date such interest is due to the registered owner or nominee at the address appearing on the Bond Register.

This Bond is not transferable. This Bond is prepayable upon demand by the SIP.

The City reserves the right to prepay principal of this Bond, in whole or in part, at any time, with no prepayment penalty in accordance with the terms of the Bond Resolution.

To pay installments of principal of and interest on this bond as the same shall become due or on demand by the SIP, the City hereby irrevocably covenants that it will deposit proceeds of [the Facility Improvement Fee along with other][the LRF Tax and Local Property Tax Allocation Revenues, if any, along with other] available City funds into the City's Asset Management Fund in amounts sufficient to pay such principal and interest. The full faith, credit and taxing power of the City are hereby irrevocably pledged for the prompt payment of such principal and interest.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution until the Registration Certificate hereon shall have been manually signed by the Bond Registrar.

It is hereby certified that all acts, conditions and things required by the Constitution and statutes of the State of Washington to exist, to have happened, been done and performed precedent to and in the issuance of this bond have happened, been done and performed and that the issuance of this Bond does not violate any constitutional, statutory or other limitation upon the amount of bonded indebtedness that the City may incur.

IN WITNESS WHEREOF, the City of Spokane, Washington, has caused this bond to be signed with the facsimile or manual signature of the Mayor, to be attested by the facsimile or manual signature of the City Clerk, and the corporate seal of the City to be reproduced hereon, as of the _____ day of _____, 20___.

CITY OF SPOKANE, WASHINGTON

By _____/s/_____
Mayor

ATTEST:

_____*/s/*_____
City Clerk

(SEAL)

CERTIFICATE OF AUTHENTICATION

Date of Authentication: _____

This bond is the Limited Tax General Obligation Refunding Bond, 2025 [Series Designation – (Taxable)] of the City dated _____, 2025 described in the within-mentioned Bond Resolution.

TREASURER of the City of Spokane, as
Bond Registrar

By _____*/s/*_____

Section 10. Ongoing Disclosure. The Bonds are not subject to Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, and the City makes no undertaking regarding ongoing disclosure with respect to the Bonds.

Section 11. Prior Acts. All acts taken pursuant to the authority of this resolution but prior to its effective date are hereby ratified and confirmed.

Section 12. Severability. If any provision in this resolution is declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed separable from the remaining provisions of this resolution and shall in no way affect the validity of the other provisions of this resolution or of the Bonds.

Section 13. Effective Date. This resolution shall become effective immediately upon its adoption.

Adopted this 22nd day of September, 2025.

CITY OF SPOKANE
Spokane County, Washington

_____
Betsy Wilkerson, Council President

ATTEST:

_____
Clerk

_____
Mayor Lisa Brown

(SEAL)

APPROVED AS TO FORM:

_____
City Attorney

_____
Tanya L. Lawless, Bond Counsel

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 09/22/2025

Committee Agenda type: Consent

Council Meeting Date: 10/20/2025

Date Rec'd	9/17/2025		
Clerk's File #	RES 2025-0089		
Cross Ref #			
Project #			
Submitting Dept	PUBLIC WORKS	**Bid #**	
Contact Name/Phone	CHRIS AVERYT 509-625-6540	**Requisition #**	
Contact E-Mail	CAVERYT@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	BWILKERSON KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	RESOLUTION APPOINTING TRACE BRADBURN AS DIRECTOR OF SOLID WASTE		

Agenda Wording

A resolution appointing Trace Bradburn as the Director of Solid Waste.

Summary (Background)

Trace Bradburn was selected for appointment to the position by Mayor Lisa Brown and is being presented for confirmation to the Director of Solid Waste.

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?

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?

N/A

Council Subcommittee Review

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

Narrative

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

Funding Source

Funding Source Type Select

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

Expense Occurrence	

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

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

Distribution List	
mfeist@spokanecity.org	caveryt@spokanecity.org
eschoedel@spokanecity.org	rhulvey@spokanecity.org
mmarroquin@spokancity.org	

RESOLUTION 2025-0089

A Resolution approving the appointment of Trace Bradburn as Director of Solid Waste for the City of Spokane.

WHEREAS, Section 24 of the City Charter provides that the Mayor shall have the power to appoint department heads subject to the approval of the City Council; and

WHEREAS, Section 2.14 F of the City Council Rules of Procedures states that approval of appointment of department heads shall be by resolution during the City Council's legislative session; and

WHEREAS, after full consideration, Mayor Lisa Brown has appointed Trace Bradburn as Director of Solid Waste for the City of Spokane.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Spokane that it hereby approves the appointment of Trace Bradburn as Director of Solid Waste for the City of Spokane.

PASSED BY THE CITY COUNCIL ON _____, 2025

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 07/14/2025

Committee Agenda type: Discussion

Council Meeting Date: 08/18/2025

Date Rec'd	7/9/2025		
Clerk's File #	ORD C36732		
Cross Ref #			
Project #			
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	ADAM 6779	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	ZZAPPONE PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	0520 ORDINANCE RENAMING HOUSING LOCAL SALES TRUST FUND TO HEART		

Agenda Wording

An ordinance renaming the Housing Local Sales Trust Fund to the Housing Equity and Attainable Residences Trust (HEART) Fund, matching the municipal code with state law, and making the HEART affordable housing program permanent.

Summary (Background)

An ordinance renaming the Housing Local Sales Trust Fund to the Housing Equity and Attainable Residences Trust (HEART) Fund, matching the municipal code with state law, and making the HEART affordable housing program permanent; adopting a new Section 08.07C.051; amending Sections 07.08.155, 08.07C.020, 08.07C.030; and repealing Sections 08.07C.050 and 08.07.060 of the Spokane Municipal Code.

What impacts would the proposal have on historically excluded communities?

The recent H.O.M.E. Starts Here Initiative seeks to reduce the number of Spokane residents who are housing cost-burdened, add new housing units at all income levels, and expand the City's homeownership rate. This ordinance celebrates the community-led work to that end by renaming the Housing Local Sales Trust Fund to HEART.

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

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

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

Council Subcommittee Review

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	SCOTT, ALEXANDER		
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List
amcdaniel@spokanecity.org

ORDINANCE NO C36732

An ordinance renaming the "Housing Local Sales Fund" to the "HEART Fund," adopting a new Section 08.07C.051; amending Sections 07.08.155, 08.07C.020, 08.07C.030; and repealing Sections 08.07C.050 of the Spokane Municipal Code.

WHEREAS, in 2020, after a community campaign led by numerus community groups, the Spokane City Council adopted Ordinance C35982 imposing a sales and use tax for the construction, acquisition, and rehabilitation of affordable housing and housing-related supportive services, as authorized by the Washington State Legislature via House Bill 1590 (2019); and

WHEREAS, in addition to authorizing a sales and use tax, Ordinance C35982 established funding priorities, imposed a sunset date at which the tax would expire absent City Council action to renew or reauthorize the tax; and established an advisory committee of residents and stakeholders to review applications and provide recommendations to the City Council on the use of the funds derived from the tax and periodically report on the effectiveness of the allocation of those dollars; and

WHEREAS, the Sales and Use Tax for Housing and Housing-Related Services, known as "1590", is a significant local funding source for the construction of affordable housing, behavioral health facilities, housing-related services, and behavioral health services; and

WHEREAS, in 2023 the Spokane City Council passed Ordinance C36401 to further emphasize the funding prioritization with respect to the construction and of new units of affordable housing by increasing the stated minimum allocation requirement for construction or acquisition of affordable housing from 60% to 75%; and

WHEREAS, the Spokane City Council passed Resolution 2025-0015 in March of 2025 adopting the Land Capacity Analysis, which outlines the residential unit and population capacity of the City through 2046 and is a required step of the periodic update to the Comprehensive Plan pursuant to the Growth Management Act (RCW 36.70A.115); 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

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~~)) HEART Fund

A. There is established a special revenue fund to be known as the ((~~"Housing Local Sales Tax Fund,"~~)) "HEART Fund" 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~~ 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 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 percent (75%)~~)) seventy percent (70%) 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.

Each year the foregoing uses may constitute less than seventy percent (70%) of the annual revenues collected under this chapter with council approval via a resolution that (1) sets forth the actual percentages allocated to the proposed uses of revenues and (2) approves the proposed use of funds as allocated.

B. The remainder of the moneys collected under this chapter must be used for (1) 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, (2) the Legal Services and Relocation Fund, in the amounts and for the purposes set forth in section 07.08 158 of this code.

C. Commencing January 1, 2026, the City Council may adopt an annual resolution no later than March 1 identifying any objective priority or priorities the Council seeks to achieve by projects and services recommended for award under this chapter. Adoption of such a resolution shall not be a substitute for council approval of funding of individual projects as may be required under Sections 07.06 and 07.19 of the Spokane Municipal Code.

((~~C.~~)) D. Recommendations on the use of revenues collected under this chapter shall employ a racial equity framework that promotes equity, reduces disparities in housing, and achieves 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 staff and 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, its impact in addressing housing disparities, its impact on historically excluded communities, 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. Recommendations to the City Council for awards shall include, at a minimum, copies of the Notice of Funding Availability (or similar notices), copies of applications of parties recommended for awards, scoring materials, and staff reports related to the awards. All such materials may be redacted consistent with the Washington Public Records Act (RCW 42.56) prior to submission to the City Council.

F. 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.

G. The Community, Housing and Human Services Department shall provide a biennial updated report to the City Council on racial disparities in housing, program delivery, data of people served (disaggregated by race/ ethnicity and identified

groups in Section 08.07C.030), program improvements, and ongoing policy obstacles to achieving the goal of HEART.

Section 7. 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 8. Clerical Changes. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 07/14/2025

Committee Agenda type: Discussion

Council Meeting Date: 08/18/2025

Date Rec'd	7/9/2025		
Clerk's File #	ORD C36733		
Cross Ref #			
Project #			
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	ADAM 6779	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	ZZAPPONE PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	0520 - AFFORDABLE HOUSING PERMIT FEE DEFERRAL PROGRAM		

Agenda Wording

An ordinance establishing the Affordable Housing Permit Fee Deferral Program; adopting a new Chapter 08.07F of the Spokane Municipal Code.

Summary (Background)

There is enacted a new chapter 08.07F to Title 08 of the Spokane Municipal Code.

What impacts would the proposal have on historically excluded communities?

The recent H.O.M.E. Starts Here Initiative seeks to reduce the number of Spokane residents who are housing cost-burdened, add new housing units at all income levels, and expand the city's homeownership rate. This ordinance facilitates the building of housing through innovative housing programs.

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

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

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

Council Subcommittee Review

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

Narrative

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

Funding Source

Funding Source Type Select

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

Expense Occurrence

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

Approvals		**Additional Approvals**	
Dept Head	SCOTT, ALEXANDER		
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	amcdaniel@spokanecity.org

ORDINANCE NO. C36733

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 08.21.030.
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.

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, so long as the project includes affordable housing units;
2. Sales and Use Tax for Affordable and Supportive Housing provided in SMC 08.07B;
3. HEART Program set forth 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) (Cranston-Gonzalez National Affordable Housing Act of 1990 (P.L. 101-625))

B. Approval or qualification for the programs listed above shall not grant a right to any deferred payment of permit fees under this chapter.

Section 08.21.040 Application Process

An owner or developer of an eligible project seeking to defer building and construction permit fees under this chapter must complete the following procedures:

A. The owner or affordable housing developer must apply to the City in writing, on forms adopted by the Development Services Department. The application must contain the following:

1. Proof of approval for an affordable housing sales and use tax deferral program or funding award recommendation as described in SMC 08.21.030;
2. A description of the affordable housing project and site plan;
3. A statement of the expected number of affordable housing units to be created; and

4. Estimated construction cost and post-construction valuation.

B. A statement that the owner or developer is aware that a real property lien will be placed on the parcel or parcels associated with the affordable housing development, which lien may be removed upon the time the deferred building and construction permit fees are paid in full.

C. A statement that the owner or developer is aware that a certificate of occupancy will not be issued until all deferred building and construction permit fees are paid in full.

D. The owner or developer must verify the application by oath or affirmation.

Section 08.21.050 Permit Fees Eligible for Deferral

A. Building and construction permit fees eligible for deferral under the Affordable Housing Permit Fee Deferrals Program are:

Building and Construction Permits	**Spokane Municipal Code Reference**
Building Permit	SMC 08.02.031(A)
Street Obstruction Permit	SMC 17G.010.210(D)

B. No other permit fees shall be deferred under the Affordable Housing Permit Fee Deferrals Program unless approved by the Director of Community and Economic Development. Deferral of other permit fees shall be subject to the provisions of this chapter.

C. A project approved under the Affordable Housing Permit Fee Deferrals Program may defer eligible permit fees up to $150,000.

Section 08.21.060 Permit Fees Due

A. Any permit fees deferred under the Affordable Housing Permit Fee Deferrals Program shall be paid (1) before a certificate of occupancy or temporary certificate of occupancy is issued or (2) at the expiration of each permit with a deferred fee, if the project is abandoned before completion.

B. All deferred permit fees shall be paid by the owner or developer regardless of whether the project is completed.

Section 08.21.070 Placement of Lien

A. A lien may be filed on all parcels approved under the Affordable Housing Permit Fee Deferrals Program, equivalent to all deferred building and construction permit fees.

B. Liens should be placed by the City in a manner that minimizes the financing risk of affordable developers and ensures completion of the affordable housing project.

C. A lien placed by the City shall only be removed when fees are paid in full by the developer or owner.

Section 08.21.080 Program Administration

A. The Development Services Center may, through administrative policies and procedures, place a limit on the total number and amount of fee deferrals to be outstanding at any one time.

B. An administrative fee may be applied and added to the repayment of the deferred fees.

C. Any administrative fee shall be due at the time of repayment by the owner or developer.

D. Administrative fees shall be used to support the administration of the program.

E. The Development Services Center may establish project evaluation criteria, policies, and procedures consistent with this chapter and any provisions for public rules in the Spokane Municipal Code.

Section 2. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 3. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council:

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

Committee Agenda type: Discussion

Council Meeting Date: 10/06/2025

Date Rec'd	6/10/2025
Clerk's File #	ORD C36738
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	CHRIS WRIGHT 625-6210
Contact E-Mail	CWRIGHT@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Council Sponsor(s)	BWILKERSON ZZAPPONE
Sponsoring at Administrators Request	NO

Lease? NO **Grant Related?** NO **Public Works?** NO

Agenda Item Name: ORDINANCE AMENDING COUNCIL MEETING DAY

Agenda Wording

An ordinance changing the day of regular meetings of the Spokane City Council and amending section 02.01.010 of the Spokane Municipal Code, and setting an effective date.

Summary (Background)

Pursuant to Section 10 of the City Charter, the City Council designates the time and place of its regular weekly meetings by ordinance. Regular council meetings have been held on Mondays of each week since at least 1960. On December 9, 2024, the City Council adopted Resolution 2024-0119 which, in addition to adopting council rules for the year 2025, also stated the council's intent to consider changing the regular meeting date starting in year 2026 and recognizing such a change should not occur without ample opportunity for public input. The ordinance currently leaves the meeting day blank and allows for council discussion and amendment prior to adoption of the ordinance.

What impacts would the proposal have on historically excluded communities?

None identified, although it is believed that moving the regular council meeting day will be in the best interests of city employees, council members and their staff, and the citizens of Spokane, including 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?

See response above. The council expects that, if approved, the ordinance will generate considerable community conversation after its adoption and during its implementation in year 2026. That community input will inform council decision whether to continue with a new regular meeting day.

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

See response above.

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?

Section 10 of the City Charter provides that the city council establishes its regular meeting days.

Council Subcommittee Review

None

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	

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

Approvals		**Additional Approvals**	
Dept Head			
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor			

Distribution List

ORDINANCE NO. C36738

An ordinance changing the day of regular meetings of the Spokane City Council and amending section 02.01.010 of the Spokane Municipal Code, and setting an effective date.

WHEREAS, pursuant to Section 9.B of the City Charter, the City Council is authorized to adopt its own rules of procedures; and

WHEREAS, pursuant to Section 10 of the City Charter, the City Council designates the time and place of its regular weekly meetings by ordinance; and

WHEREAS, regular council meetings have been held on Mondays of each week since at least 1960; and

WHEREAS, in Resolution 2024-0119, adopted on December 9, 2024, the City Council recognized there was merit in moving regular council meetings from Monday night, but also expressed its view that such a significant change should not occur without ample opportunity for public input; and

WHEREAS, in Resolution 2024-0119 the City Council further stated that implementing any change in council meeting days should be scheduled for 2026, after sufficient planning to ensure the transition from Monday nights is smooth and accompanied by corresponding changes to the Spokane Municipal Code; and

WHEREAS, the City Council has reviewed the relative merits of moving council meeting days, and finds that moving the regular meeting day to **[[_____]]** of each week will be in the best interests of city employees, council members and their staff, and the citizens of Spokane;

NOW, THEREFORE, the City of Spokane does hereby ordain as follows:

Section 1. Section 02.01.010 of the Spokane Municipal Code is amended as follows:

Section 02.01.010 Time & Place

A. Regular legislative meetings of the City Council shall be held at three-thirty p.m. on ((~~Monday~~)) **[[_____]]** each week in the City Council Chambers located in the lower level of City Hall at 808 West Spokane Falls Boulevard. When a ((~~Monday~~)) **[[_____]]** is a legal holiday according to City ordinance, then

the meeting may be held on the next succeeding day which is not a City holiday, or may be cancelled at the discretion of the Council President.

B. The regular legislative meeting shall consist of an agenda review followed by an executive session, if necessary, followed by a recess until six p.m., followed by a legislative and hearings session.

C. The City Council may hold a study session(s) intended to provide the Council with background information and briefing from the Mayor or the Mayor's designee and selected other persons regarding forthcoming agenda matters or other items as necessary, when proper notice of the meetings has been given.

D. An executive session may be called at any time during a regular or special meeting of the City Council as provided in RCW 42.30.110.

E. The City Council may conduct a regular City Council meeting as a "town hall" meeting, which shall be cablecast on Channel 5 or online through the City of Spokane website and may be held outside of the regular meeting location at City Hall. Legislative business may be minimized or suspended during town hall meetings.

Section 2. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

Section 3. Effective Date. This ordinance shall go into effect on January 1, 2026 or the effective date set by Section 19 of the City Charter, whichever is later.

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____

Approved as to form:

_____
City Attorney

_____

Mayor

Date

Effective Date

Agenda Sheet for City Council: **Committee:** PIES **Date:** 08/18/2025 **Committee Agenda type:** Consent **Council Meeting Date:** 09/08/2025		**Date Rec'd**	8/13/2025
		Clerk's File #	ORD C36751
		Cross Ref #	
		Project #	
Submitting Dept	CITY ATTORNEY	**Bid #**	
Contact Name/Phone	TIMOTHY 6218	**Requisition #**	
Contact E-Mail	TSZAMBELAN@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	KKLITZKE MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	MARATHON PIPELINE COMPANY FRANCHISE AGREEMENT		

Agenda Wording

The City of Spokane and Marathon Pipeline Company have been in negotiations throughout the past 2 years for the development of a new pipeline franchise agreement that would replace the previous franchise agreement that has expired. Tesoro was the previous owner of the pipeline.

Summary (Background)

The proposed pipeline franchise agreement sets the term of the agreement for 25 years. The franchise provides for safety requirements in the operation of the pipeline. The City of Spokane Director of Emergency Management has reviewed the Marathon Emergency Response plan and has approved the plan. The Marathon Franchise agreement contains the same legal and safety requirements that are in the Yellowstone pipeline franchise agreement which the council approved in August of 2020. Revenue From Marathon Pipeline Franchise Agreement The City will receive $25,000.00 from Marathon Pipeline on an annual basis for the term of the franchise. After the first five (5) year period of the franchise term, the franchise fee shall be increased every year by the National Consumer Price Index for Urban- Consumers (CPI-U) as published in January of that year, or at a rate of 1.5% whichever is greater. Insurance Coverage The proposed insurance coverage is up to $100,000,000 for each occurrence. General liability coverage and pollution coverage. The Risk Manager has reviewed the Certificate of Insurance provided my Marathon Pipeline. The franchise agreement allows the parties after the first (5) five years following the effective date to discuss the insurance coverage requirements to see if there is merit to change them.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

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

Narrative

Amount		**Budget Account**
Revenue	**$** 25,000	**#** 0020-88100-99999-32191-30028
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source

Funding Source Type Select

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

Expense Occurrence

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

Approvals		**Additional Approvals**	
Dept Head	PICCOLO, MIKE		
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

	mfeist@spokanecity.org
jsakamoto@spokanecity.org	ebrown@spokanecity.org
kbustos@spokanecity.org	budget@spokanecity.org

Council Briefing Paper
Select Committee Name

Committee Date	PIES
Submitting Department	Legal
Contact Name	Tim Szambelan
Contact Email & Phone	tszambelan@spokanecity.org (509) 625-6218
Council Sponsor(s)	Kitty Klizke, Michael Cathcart
Select Agenda Item Type	☐ Consent ☒ Discussion Time Requested: 5minutes
Agenda Item Name	Marathon Pipeline Franchise
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	The City of Spokane and Marathon Pipeline Company have been in negotiations throughout the past 2 years for the development of a new pipeline franchise agreement that would replace the previous franchise agreement that has expired. Tesoro was the previous owner of the pipeline. The proposed pipeline franchise agreement sets the term of the agreement for 25 years. The franchise provides for safety requirements in the operation of the pipeline. The City of Spokane Director of Emergency Management has reviewed the Marathon Emergency Response plan and has approved the plan. The Marathon Franchise agreement contains the same legal and safety requirements that are in the Yellowstone pipeline franchise agreement which the council approved in August of 2020. <u>Revenue From Marathon Pipeline Franchise Agreement</u> The City will receive $25,000.00 from Marathon Pipeline on an annual basis for the term of the franchise. After the first five (5) year period of the franchise term, the franchise fee shall be increased every year by the National Consumer Price Index for Urban- Consumers (CPI-U) as published in January of that year, or at a rate of 1.5% whichever is greater. <u>Insurance Coverage</u> The proposed insurance coverage is up to $100,000,000 for each occurrence. General liability coverage and pollution coverage. The Risk Manager has reviewed the Certificate of Insurance provided my Marathon Pipeline.

	The franchise agreement allows the parties after the first (5) five years following the effective date to discuss the insurance coverage requirements to see if there is merit to change them.

Fiscal Impact

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

Total Cost: Click or tap here to enter text.

Current year cost:

Subsequent year(s) cost:

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

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

Specify funding source: Select Funding Source*

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?
- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? No data will be collected
- 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

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

The franchise was negotiated between the Marathon Pipeline Corporation and the City Legal Department. There was input from the City Water Department regarding the aquifer area.

MARATHON PIPE LINE LLC
NONEXCLUSIVE FRANCHISE

Ordinance C-36751

AN ORDINANCE GRANTING MARATHON PIPE LINE LLC, A LIMITED LIABILITY COMPANY CHARTERED IN THE STATE OF DELAWARE, THE NONEXCLUSIVE RIGHT, PRIVILEGE, AUTHORITY AND FRANCHISE TO CONSTRUCT, OPERATE, MAINTAIN, REMOVE, REPLACE, AND REPAIR EXISTING PIPELINE FACILITIES, TOGETHER WITH EQUIPMENT AND APPURTENANCES THERETO, FOR THE TRANSPORTATION OF PETROLEUM PRODUCTS AND BYPRODUCTS IN THE PUBLIC RIGHT-OF-WAY WITHIN AND THROUGH THE CITY OF SPOKANE, SPOKANE COUNTY, WA.

WHEREAS, Marathon Pipe Line LLC (hereinafter "Grantee") has applied for a nonexclusive Franchise to operate and maintain a Petroleum Products pipeline and related Facilities within and through the City of Spokane (hereinafter the "City"), together referred to as the "Parties" and, each individually referred to as a "Party" and,

WHEREAS, the Spokane City charter and Washington State statutes authorize the City to grant nonexclusive franchises by ordinance;

NOW, THEREFORE, THE CITY OF SPOKANE DOES ORDAIN AS FOLLOWS:

Section 1. Definitions of Franchise Terms.

For the purposes of this Franchise and all exhibits attached hereto, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not specifically defined in this section shall be given their common and ordinary meaning.

1.1 Aquifer shall mean the Spokane-Rathdrum aquifer, a federally designated “sole source” aquifer that serves as the City of Spokane’s sole source of drinking water.

1.2 Baseline Assessment shall mean a Facility assessment task required by Jurisdictional Agency pipeline safety regulations, as developed for the Grantee’s Facilities within the Franchise Area.

1.3 City’s Representative shall mean the person designated by the Mayor to administer this Franchise for the City. The City’s Representative interprets and applies all Franchise provisions on behalf of the City and issues Written enforcement orders pursuant thereto, but may not waive any Franchise term.

1.4 Construct or Construction shall mean the Grantee's actions removing, replacing, and repairing existing pipeline(s) and/or Facilities and may include, but is not limited to, digging

and/or excavating for the purposes of removing, replacing, and repairing existing pipeline(s) and/or Facilities.

1.5 Control Center shall mean the headquarters of the Grantee's pipeline monitoring system that maintains twenty-four (24) hour surveillance of the Grantee's Facilities within the Franchise Area and responds to Emergency Incidents using electronic controls to activate pipeline shut-off valves to prevent the release of Petroleum Products.

1.6 Effective Date shall mean the date designated herein, after passage, approval and legal publication of this Ordinance, as required by City Charter, and acceptance by Grantee, upon which the rights, duties and obligations shall come into effect and the date from which the time requirement for any notice, extension and/or renewal will be measured.

1.7 Emergency Incident shall mean a circumstance involving a release of Petroleum Products from the Grantee's Facilities within the Franchise Area that, at the time of discovery, requires immediate response to protect persons or property from substantial injury or damage to the public health and safety, including damage to the environment or the Aquifer.

1.8 Environmental Laws shall include all federal and state statutes and regulations applicable to the Operation Maintenance and Construction of the Grantee's Facilities including but not limited to the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et. Seq.; the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 et. Seq.,; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq.; the Federal Water Pollution control Act, 33 U.S.C. § 1257 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Toxic Substance Control Act, 15 U.S.C. § 2601 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. § 136 et seq.; the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq.; the Washington Hazardous Waste Management Act, Chapter 70.105 RCW; and the Washington Model Toxics Control Act, Chapter 70.105D RCW, and all other applicable federal, state or local statutes, codes, regulations, or ordinances.

1.9 Emergency Incident Response Plan shall mean a Written plan, as required by Jurisdictional Agencies, for an immediate response by the Grantee to an Emergency Incident to prevent damage to persons or property.

1.10 Facilities shall mean the Grantee's pipeline system, lines, valves, mains, and appurtenances used to transport or distribute Petroleum Product(s) within the Franchise Area. Facilities include any existing pipeline as of the date of this Agreement as well as any components which may be modified, constructed, or improved consistent with the terms of this Agreement.

1.11 Franchise shall mean this Franchise ordinance and any amendments, exhibits, or appendices to this Franchise.

1.12 Franchise Area shall mean that area within the Public Right-of-Way, and certain designated public property, within the jurisdictional boundaries of the City, including any areas annexed hereafter, during the terms of this Franchise, where Grantee has installed its existing Facilities, or any new Facilities approved by the City under the provisions of this Franchise.

1.13 Hazardous Substance shall mean any hazardous, toxic, or dangerous substance, material, waste, pollutant, or contaminant as defined by federal or state Environmental Laws and the applicable regulations of Jurisdictional Agencies, specifically including Petroleum and Petroleum Products and their by-products, residue, and remainder.

1.14 High Consequence Area shall mean an area, as defined in the Code of Federal Regulations, over which Grantee's Facilities are located; and specifically including the area over the Aquifer within the Franchise Area.

1.15 Improvement or Improve shall mean change to the Facilities or installation of new Facilities.

1.16 Jurisdictional Agency or Agencies shall mean any federal, state or local agency with regulatory authority over the Facilities and Operations of the Grantee within the Franchise Area, acting now, or hereafter, to the extent of its lawful scope of authority.

1.17 Maintenance or Maintain shall mean examining, testing, inspecting, repairing, maintaining, and replacing the existing pipeline(s) and/or Facilities or any part thereof as required and necessary for safe Operation within the Franchise Area.

1.18 Operate or Operations shall mean the use by the Grantee of Facilities for the transportation, distribution, and handling of Petroleum Products or Petroleum by-products within and through the Franchise Area.

1.19 Pipeline Corridor shall mean the pipeline pathway through the Franchise Area which the Facilities of the Grantee are located, including any Public Rights-of-Way, designated public property, and/or other easement over and through private property, (as more specifically described in Exhibit "A" and in Section 2.1 (c)).

1.20 Petroleum or Petroleum Products shall include any and all types of liquid Petroleum, Petroleum by-products and liquid Petroleum Products including but not limited to gasoline, diesel fuel, and aviation jet fuel, all limited as consistent with the design specifications of Grantee’s Facilities, as specified by the regulations of Jurisdictional Agencies.

1.21 Premises shall mean that portion of the Public Right-of-Way, or other Public Property, upon which Grantee's Facilities are now, or hereafter, Operated or Improved.

1.22 Procedures Manual shall mean an Operation, Maintenance, or Emergency Incident Response Procedures Manual prepared by the Grantee for the operation of Facilities as required by the regulations of Jurisdictional Agencies.

1.23 Public Project shall mean those City Improvement Projects required to be constructed in, near, under, or over the Public Right-of-Way, or on Public Property, in the Franchise Area by any City department or other local, state, or federal governmental agency, or

for the benefit of the public. Public Projects do not include private development activities or projects primarily for the benefit of private persons or corporations.

1.24 Public Needs shall mean the City's need for use of the Public Right-of-Way including: public travel, emergency vehicle access, public utilities, traffic signalization, street lighting, street trees, shrubbery, and other similar public uses.

1.25 Public Property shall mean the present and/or future property owned or leased by the City within the present and/or future corporate limits, or jurisdictional boundaries of the City that the City has designated for the Grantee's Facilities.

1.26 Rights-of-Way shall mean the surface and the space above and below all streets, roadways, highways, avenues, courts, lanes, alleys, sidewalks or utility easements, and similar areas as laid out, platted, dedicated, acquired or improved and maintained within the present jurisdictional boundaries of the City and as such corporate limits may be hereafter extended.

1.27 Third Party Audit shall mean an audit of reports and plans filed by the Grantee with Jurisdictional Agencies as required by federal regulations and environmental laws, such audit shall be performed by a pipeline consultant that is independent of both the Grantee and the City and does not have any clients from either Party.

1.28 Wellhead Influence Zone shall mean any area in the vicinity of and up-gradient from any public water supply well which now exists and/or may be constructed in the future. The City's Wellhead Influence zones currently in the vicinity of Grantee's Facilities are outlined in Exhibit "C".

1.29 Writing or Written shall mean hard copy or where approved by the City Representative, any other suitable permanent electronic information transmission and storage media.

Section 2. Grant of Franchise Authority.

2.1 Purpose of Franchise.

(a) The City hereby grants to Grantee, a limited liability company organized and existing under and by virtue of the laws of the State of Delaware, and which is authorized to transact business within the State of Washington, this non-exclusive Franchise to Construct, Operate, Maintain and Improve its existing Facilities as a liquid Petroleum Product transport system within the Franchise Area.

(b) The purpose of this Franchise is to establish the conditions relating to the Grantee's use of the Franchise Area.

(c) Within 14 days following acceptance of this Franchise, Grantee shall file with the City a Pipeline Corridor Map, in a format acceptable to the City's Representative, to be attached as Exhibit "A" to this Franchise. Exhibit "A" shall depict the Pipeline Corridor information, as specified in Section 1.19, and the location of all Facilities along the Pipeline

Corridor within the Franchise Area. This Pipeline Corridor Map shall be maintained and updated at all times by Grantee to reflect any changes in Grantee's Facilities and such changes shall be filed with the City Clerk on a yearly basis. Any changes in the route of the Pipeline Corridor of Grantee's Facilities shall be filed with the City within 14 days of the changes.

2.2 Scope of Franchise.

(a) Existing Facilities. This Franchise is granted subject to the police powers, land use authority, and franchise authority of the City and is conditioned upon the terms and conditions contained herein and the Grantee's compliance with all applicable Environmental Laws and the regulations of Jurisdictional Agencies.

(b) New Facilities. No new Facilities shall be installed by Grantee in the Public Right-of-Way, or across Public Property, within the Franchise Area without the express Written consent of the City. Any replacement of existing Facilities (other than routine replacement of minor components or appurtenances) or minor pipeline installations (less than 1000 feet within any 12-month period) in the Public Right-of-Way or Public property must be approved by the City's Representative in Writing, whose approval will not be unreasonably withheld or delayed, unless such changes are required in an emergency to protect the environmental or public safety. The City Representative or other Jurisdictional Agencies must approve all actions on Public Property. Major installations (1000 feet or more) of new Facilities in the Franchise Area must be approved by Resolution of the City Council.

(c) Facilities located Outside Public Right-of-Way. This Franchise grants permission only for the use of the Public Right-of-Way; in any areas outside the Public Right-of-Way, Grantee is responsible to make separate arrangements with the City Representative for the use of Public Property as a right-of-way for Facilities; all such arrangements must be in Writing. The City Representative cannot grant interests in land or approve contract modifications.

(d) [Reserved.]

(e) This Franchise authorizes no new above ground installations in the Franchise Area except as expressly approved in Writing by the City Representative.

2.3 Franchise is Non-Exclusive.

(a) The City specifically reserves all rights to control the Public Right-of-Way and its other Public Property, including, without limitation, the right to grant additional Franchises, easements, licenses and permits to others. The City is not responsible to defend Grantee's franchise interests against any other right-of-way user(s) or adverse claimant(s) now or hereafter arising, but accepts and acknowledges its intent, as stated herein, to grant this Franchise to Grantee and not to revoke or impair such grant except as provided herein or otherwise as authorized by law. To this end, the City further agrees to avoid granting any other Franchise, license, easement, or permit that would violate the standards set for location of utilities in the Public Right-of-Way where the same would unreasonably interfere with Grantee's permitted use of the Public Right-of-Way or Public Property for the Operation and Maintenance of its Facilities within the Franchise Area. This

agreement does not create any right of action for damages or other relief on the part of the Grantee relating to this Franchise or the value thereof.

(b) This Franchise shall in no manner prohibit the City or limit its power to perform Public Projects or other work upon its Public Rights-of-Way, or on any Public Properties, or make any necessary changes, relocations, repairs, maintenance, or improvement thereto. Nor shall it prevent the City from using any of the Public Rights-of Way or any Public Properties, or any part of them, as the City may deem necessary, from time to time, including the dedication, establishment, maintenance and improvement of new rights-of-way or other Public Properties of every type and description.

2.4 Franchise Conditioned on Grantee's Compliance. This Franchise is conditioned upon Grantee's full compliance with the terms and conditions contained herein and with all Environmental Laws and regulatory programs of Jurisdictional Agencies that currently exist or may hereafter be enacted applicable to the Operation, Maintenance, Construction or Improvement of Grantee's Facilities within the Franchise Area.

2.5 Franchise Does Not Create Liability for City. By granting this Franchise, the City is not assuming any risks or liabilities arising from Grantee's Operation, Maintenance, Construction or Improvement of Facilities within the Franchise Area under the authority of this Ordinance; any and all such risks or liabilities shall be solely and separately borne by Grantee. Grantee agrees and covenants to, at its sole cost and expense, take all necessary and prudent steps to protect, support, and keep safe from harm, its Facilities within the Franchise Area, or any part thereof, when necessary to protect the public health and safety. The Parties understand and agree that the City is not responsible for errors or omissions in information provided to the Grantee by the City.

2.6 Franchise is Not Warranty of Title. This Franchise is intended to convey only a limited right and interest in the use of the Premises within the Public Right-of-Way and on other Public Property. This Franchise is not a warranty of the City's title or interest in the Premises in the Public Rights-of-Way or any other Public Property; and therefore, none of the Franchise rights granted herein shall affect the City's jurisdiction over its property, streets or Public Rights-of-Way or any other Public Property.

2.7 Vacation of Public Right-of-Way; Retention of Easement.

(a) This Franchise grant remains subject to the City’s power to vacate or release any City interest in the Public Right-of-Way, or other Public Property under the City’s ownership or control, without such action creating any obligation of payment to Grantee of any consideration for loss of Franchise use.

(b) In the event of the vacation of a Public Right-of-Way, or any portion thereof, by the City under the provisions of RCW Chapter 35.79, Grantee may participate in the street vacation process to protect its interests and may request the City to reserve an easement for Grantee in the Premises within the Public Right-of-Way area which is proposed to be vacated.

(c) Grantee accepts full responsibility for all reasonable, documented City costs, including staff time, in dealing with Grantee's request to retain an easement for its Facilities in a vacated street including making payment for the value of any easements granted or reserved.

2.8 Franchise Grants No Rights in Other Public Property. This Franchise does not and shall not convey any right to Grantee to install its Facilities on, under, over, across, or to otherwise use City owned or leased Public Properties of any kind, either within or outside the Premises along the Pipeline Corridor, without the express separate Written authorization of the City.

2.9 Municipal Powers Not Affected by Franchise. Authority granted under the terms of this Franchise to Grantee to maintain its Facilities in the Public Right-of-Way within the Franchise Area remains at all times subject to the requirements of, and the exercise of, the City's tax and police powers.

Section 3. Term and Renewal or Extension of Franchise.

3.1 Term of Franchise. Each of the provisions of this Franchise shall become effective upon the Effective Date as set forth in Section 19.12 and shall remain in effect for twenty-five (25) years from the Effective Date.

3.2 Failure to Renew Franchise. If the Parties fail to formally, mutually renew this Franchise prior to the expiration of either the Franchise term, or any previously agreed extension; then this Franchise may be extended on a year-to-year basis (or such term as the Parties may mutually agree in Writing) until a renewed Franchise is executed, not to exceed two (2) years from the date of expiration. If the Parties are thereafter not able to agree on a new Franchise, this Franchise will terminate. Either Party may give written notice to the other Party at least one hundred eighty (180) days in advance of the expiration of the initial Franchise term (or the expiration of any previously-agreed extension) of its intent not to renew the Franchise.

3.3 At any time not more than three (3) years or less than one hundred eighty (180) days prior to the expiration of this Franchise, either Party may request an extension of the Franchise for an additional ten (10) year renewal period.

Section 4. Assignment and Transfer of Franchise.

4.1 No Transfer of Franchise without City Consent. Except in cases involving sales of equity or other beneficial interests in Grantee, this Franchise shall not be sold, assigned, transferred, leased or otherwise disposed of by the Grantee, either in whole or in part, either by voluntary or involuntary sale, merger or consolidation; nor shall title to the Franchise, either legal or equitable, or any right, interest or property therein pass to, or vest in, any other person or entity, without the prior Written consent of the City Council as provided in Paragraph 4.2, acting by ordinance or resolution, which consent shall not be unreasonably withheld, conditioned, or delayed. Such consent shall not be deemed to waive any rights of the City to subsequently enforce non-compliance issues relating to this Franchise that existed at or before the time of the City's consent.

4.2 Requirements of City Approval of Transfer of Franchise.

(a) No transfer, including any assignment, sale or lease of the Franchise shall be approved by the City unless the assignee or transferee demonstrates to the satisfaction of the City that it has the legal, technical, financial, and industry experience and qualifications to carry on the activities of the Grantee under the requirements of this Franchise Ordinance.

(b) The City has the right to conduct an expeditious investigation to satisfy itself of the proposed assignee's qualifications to perform all requirements of the Franchise. All reasonable expenses incurred by the City in conducting such investigation shall be paid by Grantee.

(c) Prior to the City's consideration of a request by Grantee to consent to a Franchise assignment, the proposed assignee must file with the City a Written promise to unconditionally accept all terms of the Franchise, effective upon assignment of the Franchise.

(d) Any transfer or assignment, sale or lease of this Franchise without the prior Written Consent of the City shall be void and result in the termination or revocation of the Franchise.

(e) No assignment, including any sale or lease of this Franchise granted by the City shall be effective until the assignee or lessee shall have filed in the office of the City Clerk an instrument, duly executed, reciting the fact of the sale or lease, accepting the terms of this Franchise, and agreeing to perform all the conditions required of the Grantee. The assignee or lessee shall file a bond in such amount and with such conditions as the City Council may require which bond shall run to the City as obligee, with sureties satisfactory to the City Council, and shall obligate said Party, to discharge all obligations and liabilities imposed upon the Grantee by the Franchise.

4.3 City Failure to Enforce Franchise No Bar to Future Enforcement. The City is under no obligation to undertake any investigation of the Grantee's state of compliance with Franchise obligations at the time of any assignment, and the failure of the City to insist on full compliance with any Franchise obligations prior to the transfer of the Franchise does not waive any right of the City to insist on full compliance by the assignee with all Franchise obligations thereafter.

Section 5. Compliance with State and Federal Laws.

5.1 Compliance with State and Federal Law a Material Term of Franchise.

(a) Grantee's compliance with the requirements of all valid and applicable Environmental Laws and the regulations or regulatory orders of any Jurisdictional Agency applicable to the Maintenance, Operation, Construction and Improvement of its Facilities within the Franchise Area is a material term of this Franchise. This obligation shall include compliance by the Grantee with all applicable laws, rules, and regulations existing at the Effective Date of this Franchise, including, but not limited to, Title 49 Code of Federal Regulation, Part 195

Transportation of Hazardous Liquids, and any laws or regulations that may subsequently be enacted by any governmental entity with jurisdiction over Grantee and/or the Facilities.

(b) Grantee stipulates that the Franchise Area is located in a "High Consequence Area" as defined in 49 CFR 195.450. Grantee agrees to maintain full compliance with applicable Environmental Laws and the requirements of 49 CFR 195.452 regarding High Consequence Areas.

Section 6. Construction and Maintenance of Facilities.

6.1 Application. This Section 6 shall apply to Construction, Maintenance or Improvement of Facilities performed by Grantee in the Franchise Area.

6.2 Permits Required for Construction and Maintenance Work.

(a) Except in the event of an Emergency Incident, Grantee shall first obtain all required and applicable permits from the City to Construct, Maintain, or Improve Grantee's Facilities within the Franchise Area. Such work shall only commence upon the issuance of all required permits by the City, which permits shall not be unreasonably withheld or delayed after submission of a complete application in compliance with applicable City codes.

(b) In the event of an Emergency Incident, requiring immediate action by the Grantee for the protection of the pipeline(s) or Facilities, the City's property, or the property, life, health, or safety of any individual, the Grantee may take action immediately to correct the dangerous condition without first obtaining any required permit(s) so long as:

1) Grantee informs the City Representative as soon as possible of the nature and extent of the Emergency Incident and the work to be performed prior to commencing the work if such notification is practical, or, where notification is not practical, the Grantee shall notify the City not later than the next business day, and

2) Grantee shall, promptly thereafter, obtain any necessary permits for the work arising from the Emergency Incident from the City or other Jurisdictional Agency as applicable and comply with any mitigation requirements or other conditions in the after-the-fact permit.

6.3 Construction and Maintenance Work to Comply with Plans. Except in the case of an Emergency Incident, prior to commencing any Construction and/or Maintenance work in the Franchise Area, the Grantee shall first file with the Grantor such detailed plans, specifications and profiles of the intended work as may be required by the Grantor. Grantor may require such additional information, plans and/or specifications as are in Grantor's reasonable opinion necessary to protect the public health and safety during the Construction and/or Maintenance work and for the remaining term of this Franchise.

6.4 Conduct of Construction, Maintenance and/or Improvement of Facilities.

(a) Any work done by Grantee, in the Public Right-of-Way or on Public Property including work done at the Grantee's direction, or on its behalf, by contractors or subcontractors shall be conducted in such a manner as to avoid damage or interference with other utilities, drains, or other structures, and shall not unreasonably interfere with public travel, park uses, or other municipal uses and the free use of adjoining property, and so as to provide for the safety of persons and property. The Grantee's Construction, Maintenance, and/or Improvements shall be in compliance with all Environmental Laws and applicable regulations of Jurisdictional Agencies.

(b) Grantee agrees to avoid damage or interference with public utilities, drains or other structures in or near the Public Right-of-Way as well as unnecessary damage to the Public Right-of-Way or Public Properties, and to comply with the City's most current Pavement Cut Policy for Utility Trenches, in the performance of any Maintenance, Construction, and/or Improvement work on its Facilities in the Public Right-of-Way or on Public Property. Grantee is fully responsible to pay for any damage or interference with such structures, in accordance with the indemnification provision of Section 14.1.

(c) All asphalt patches in the Public Right-of-Way installed by Grantee over its Facilities shall be continuously maintained by Grantee until the affected Public Right-of-Way area is repaved.

(d) Grantee agrees that Public Needs or Public Projects have first priority in the use of the Public Right-of-Way or on other Public Property.

6.5 Components of Facilities to Meet Regulatory Standards. All pipe and any other fixtures or components used in the Construction, Maintenance and/or Improvement of Grantee's Facilities within the Franchise Area shall comply with all Environmental Laws and applicable regulations of Jurisdictional Agencies.

6.6 Notice to be Given Prior to Construction and Maintenance.

(a) Except in the event of an Emergency Incident, Grantee shall provide the City Representative Written notice at least ten (10) calendar days prior to any Construction, Maintenance and/or Improvement, or other substantial activity, other than routine inspections and Maintenance, by Grantee, its agents, employees or contractors on Grantee's Facilities in the Public Right-of-Way or on Public Properties within the Franchise Area. Grantee shall comply with City ordinances respecting obtaining Right-of-Way obstruction or access permits to comply with this provision.

(b) Grantee shall provide reasonable notice to those owners or other persons in control of property abutting the Premises in the Franchise Area when the Maintenance, Construction and/or Improvement of Grantee's Facilities will affect access to, or otherwise impact, the property of such other persons and shall coordinate this effort to notify with the City's Representative.

6.7 City's Right to Condition Permits. Unless such condition or requirement is in conflict with Environmental Laws or the applicable regulations of Jurisdictional Agencies, the City may condition the granting of any permit, or other approval that is required under this Franchise, in any manner reasonably necessary for the safe use and management of the Public Right-of-Way and/or other Public Property including, but not limited to, requirements of bonding, maintaining proper distance from other utilities, protecting the continuity of pedestrian and vehicular traffic and protecting any improvements on Rights-of-Way and/or other Public Property, private facilities and public safety.

6.8 Grantee to Restore Premises.

(a) Whenever necessary, after performing Construction, Maintenance or Improvement work on any of Grantee's Facilities within the Franchise Area, the Grantee shall, without delay, and at Grantee's sole expense, remove all debris and restore the Premises within the Public Right-of-Way, and/or on other Public Property, to as good or better condition as it was before the Construction, Maintenance and/or Improvement work began, and in full compliance with the City's current Policies for construction work in the Public Right-of-Way or on Public Property.

(b) Grantee shall replace any property corner monuments, survey or reference hubs that were disturbed or destroyed during Grantee's Construction, Maintenance or Improvement work in the Premises covered by this Franchise. Such restoration shall be done in a manner consistent with Environmental Laws and the applicable regulations of Jurisdictional Agencies and under the supervision of the City Representative and to the City's reasonable satisfaction.

6.9 One Number Location Service. Grantee shall continuously be a member of the State of Washington "One-Call" Locator Service as provided under RCW Chapter 19.122, as now adopted or hereafter amended, and shall comply with all such applicable rules and regulations in performing Construction, Maintenance or Improvement work on its Facilities within the Franchise Area.

6.10 Markers to Locate Facilities. Grantee shall place and maintain line markers for all existing and new Facilities within the Franchise Area pursuant to the applicable regulations of Jurisdictional Agencies within and along the Pipeline Corridor. If other "industry best practices" for line marking are developed as a method of alerting excavators to the presence of the pipeline, Grantee agrees to employ such new practices. The Grantee agrees to perform all Construction, Maintenance and/or Improvement work in compliance with revised industry standards in effect at the time of such work. During Construction, Maintenance and/or Improvement work, markers demarcating the location of Grantee's Facilities shall be placed on the surface of the Premises at least every one hundred (100) yards or as otherwise requested by the City so as to provide clear warning of the presence of the Grantee's Facilities but in a manner that does not interfere with public travel or other public uses of the Premises.

6.11 Grantee to Fix Pipeline Location. When the City or third Parties are engaged in Construction work in the Premises along the Pipeline Corridor as depicted in Exhibit "A" or within fifty (50) feet of the Premises, Grantee shall promptly respond to requests to locate the precise position of its Facilities. Grantee shall bear any costs associated with locating and marking its Facilities for a Public Project and may recover costs for non-Public Projects as provided in Section 8.3.

6.12 As-Built Drawings of Facilities.

(a) Upon acceptance of this Franchise by Grantee, Grantee shall provide the City with detailed as-built design drawings showing the size, depth, and location of all pipes, valves, gauges, and all other components of its Facilities within the Franchise Area at no cost to the City. It is understood that the location of the Facilities shall be verified by excavating the Premises if exact alignment is required. The information shall be provided in hard copy or electronic format acceptable to the City's Representative.

(b) Within thirty (30) days of completing any Construction, Maintenance and/or Improvement work, installation of new Facilities, or any other substantial activity in the Public Right-of-Way or on Public Property within the Franchise Area, the Grantee shall provide the City with updated and corrected as-built drawings and a survey showing the location, depth and other characteristics of its new Facilities within the Franchise Area in like manner as with (a) above. Grantee shall confirm that as-builts previously provided to the City are still accurate.

(c) The City agrees to make its best efforts to honor any reasonable request by Grantee that information provided by Grantee, including but not limited to, Grantee's drawings, maps, or any proprietary information be protected as confidential under the following conditions:

1) Grantee must make all requests for confidentiality in Writing and identify in advance all information it desires to be protected and submit such information to the City separately and never commingled with public information. Each page of such information, in hard or soft copy, must be indelibly marked "PRIVATE/CONFIDENTIALITY RIGHTS RESERVED BY MARATHON PIPE LINE LLC".

2) If the City receives a Public Records request under RCW Chapter 42.56, (State Public Records Act) for such information so marked, it shall make every reasonable effort to protect confidentiality by notifying Grantee of the request. If the City is aware of any potential exemptions or exceptions to its disclosure obligations under the State Public Records law, it shall assert them, but no liability shall accrue to the City for any failure or oversight in doing so, each Party's obligation being limited to representing its own legal interests. Grantee must thereafter take immediate steps if it so desires to initiate litigation in Spokane County Superior Court to protect any confidentiality it wishes, or the City shall have no further obligation to protect the confidentiality request.

3) Grantee recognizes that, as provided by RCW 42.56.060, the City is immune from any suit if it releases any public records, as defined by law, in a good faith attempt to comply with its obligations under the State Public Records Act.

6.13 City Has No Obligation to Certify Sufficiency of Plans. Nothing in this Franchise shall be deemed to impose any duty or obligation upon the City to determine the adequacy or sufficiency of Grantee's plans and designs for its Facilities or to ascertain whether Grantee's proposed or actual construction, testing, maintenance, repairs, replacement or removal work is adequate, or sufficient, or in conformance with the plans and specifications reviewed by the City, Environmental Laws or the applicable regulations of any Jurisdictional Agency.

6.14 Grantee Responsible for Construction Area.

(a) Grantee shall be solely and completely responsible for its workplace safety and safe working practices on its job sites within the Franchise Area, including safety of all persons and property during the performance of any Construction, Maintenance and/or Improvement work, as required by Environmental Laws or the applicable regulations of Jurisdictional Agencies.

(b) In the event of a claim brought against Grantee by any person arising from Grantee's Construction, Maintenance and/or Improvement work on its Facilities within the Franchise Area or Grantee's occupation or use of the Public Right-of-Way and/or other Public Property under the terms of this Franchise Ordinance, Grantee is responsible for the prompt and fair resolution thereof, and shall not avoid this duty on the basis that any Construction, Maintenance, and/or Improvement activities undertaken by Grantee were being performed by an independent contractor, reserving always Grantee's rights to fully pursue subrogation claims not otherwise inconsistent with the requirements of this Franchise Ordinance including its right to pursue indemnification from a contractor.

Section 7. **Operations, Maintenance, Inspection, Testing.**

7.1 Grantee shall Operate, Maintain, inspect and test its Facilities in the Franchise Area in full compliance with Environmental Laws and the applicable regulations of Jurisdictional Agencies as now enacted, or hereafter amended. Grantee represents that it has completed its Baseline Assessment, Integrity Management Plan, Encroachment Management Plan, Emergency Incident Response Plan, and all other reports and plans for all of its Facilities over the Aquifer within the Franchise Area, as required by the applicable regulations of Jurisdictional Agencies.

Grantee agrees to maintain such items fully updated in strict compliance with the applicable requirements of all Jurisdictional Agencies.

7.2 Reports, Tests, Inspections.

(a) Grantee agrees to test and inspect its Facilities within the Franchise Area in full compliance with Environmental laws and the applicable requirements of Jurisdictional Agencies and best management practices and industry standards.

(b) Grantee further agrees to assist the City in obtaining from Jurisdictional Agencies copies of any test or inspection results, documents or reports required to be submitted to or reviewed by Jurisdictional Agencies or otherwise in accord with best management practices

and industry standards. These documents may include a Baseline Assessment report, a Pipeline Integrity Management Plan, and Encroachment Management Plan, and an Emergency Incident Response Plan (see also Section 9.1), or any reports or studies submitted or required to be submitted to any Jurisdictional Agencies.

7.3 Grantee's Notice to City of Testing of Facilities.

(a) The Grantee shall notify the City Representative in writing of any in-ground pipeline hydro test or other internal inspection conducted on the Grantee's Facilities within the Franchise Area at least ten (10) business days prior to said testing, except in an Emergency Incident, in which case, the Grantee agrees to notify the City as soon as is practicable under the circumstances, but no later than one business day after completion of any in-ground pipeline hydro test or other internal inspection following any Emergency Incident or discovery of any anomaly in the Grantee's Facilities.

(b) Federal regulations (*e.g.*, 49 C.F.R. sec. 195.56) require that Grantee file a written report of a safety-related condition in Grantee's pipelines within five working days of determining that such a condition exists. Within five working days of filing such a report, Grantee will notify the City that a report has been made. Upon request from the City, Grantee shall furnish a copy of the report made to the Jurisdictional Agencies if allowed by law and, if not, reasonably assist the City in attempting to obtain such information from the Jurisdictional Agencies. In addition, upon request from the City, Grantee will provide any inspection findings by Jurisdictional Agencies regarding Grantee's pipelines in the Franchise Area.

7.4 Technical Information Regarding Grantee's Facilities. The Grantee shall provide to the City, upon Written request by the City's Representative, such information as may be reasonably needed to administer this Franchise; including, but not limited to, standard pipeline alignment data, for Public Project planning and Emergency Incident Response requirements, as presented to the Jurisdictional Agencies, including as-built drawings showing the approximate location of all Grantee Facilities within the Franchise Area. Grantee conducts robust Jurisdictional Agency-required evaluation of the pipeline and appurtenances in the Franchise Area on a five-year cycle, in addition to all of the inspection, maintenance, and operational requirements Grantee implements under its own integrity management programs. In the year following the five-year cycle evaluation, Grantee will meet with City to discuss the results of the evaluation and corrective action, if any, arising from the evaluation.

7.5 Independent Consultant. Whereas, if the City retains an Independent Pipeline Consultant ("Consultant") agreeable to Grantee, whose agreement will not be unreasonably withheld, to perform an independent evaluation of the Pipeline and/or Facilities of Grantee or Third Party Audit of the Baseline Assessment and Plans described in Paragraph 7.1, which would be performed at City's expense, and the Consultant recommends that Grantee make modifications or additions to Grantee's Pipeline and/or Facilities, or to its Baseline Assessment or Plans. Grantee agrees to consider such recommendations in good faith provided that the recommendations are reasonably consistent with industry best practices and applicable regulations of Jurisdictional Agencies. If Grantee declines to follow the Consultant's recommendations, Grantee shall provide a Written report to the City explaining its reasoning for not following the

recommendations. Parties agree to comply with the Dispute Resolution provisions of Section 13 contained herein to resolve any dispute over whether to follow consultant's recommendations.

Section 8. Encroachment Management.

8.1 Requirements of Encroachment Management Plan. The Grantee's Encroachment Management Plan shall be developed in full compliance with all Environmental Laws and applicable regulations of Jurisdictional Agencies and all valid federal, state, and local requirements regarding encroachment management and damage prevention, including the State of Washington "one-call" locator service law (RCW 19.122).

Grantee shall maintain a Written program to prevent damage to its Facilities from excavation activities, as required by the Environmental Laws and applicable regulations of Jurisdictional Agencies.

8.2 Inspections of surface conditions. Grantee shall also conduct regular inspections of the surface conditions on or adjacent to the Pipeline Corridor, as required by the Environmental Laws and the applicable regulations of Jurisdictional Agencies.

8.3 Encroachment Response Procedure.

(a) Upon specific notification to Grantee of any planned construction activity which may involve excavation within twenty-five (25) feet of the Pipeline Corridor, or any other activity that may abnormally load its Facilities in the Franchise Area, by either the City or any third party, Grantee shall immediately mark the precise location of its Facilities before the construction or other activity commences.

(b) Grantee shall provide a representative at its expense for Public Projects to inspect the construction or other activity when it commences, and periodically inspect the Premises thereafter to ensure that Grantee's Facilities are not damaged by the construction or other activity. Grantee shall also do this where needed for non-Public Projects, and may charge a reasonable fee, to be collected by Grantee from the private party requesting the work

(c) Nothing herein shall affect the Grantee's obligation to comply with the requirements of Washington's Underground "one call" locate statute, RCW Chapter 19.122, as now adopted or hereafter amended.

8.4 Verification of Pipeline Location.

(a) Upon the City's request, in connection with the design or construction of any Public Project, Grantee will verify the exact location (lateral and vertical) of its underground Facilities on the Premises within the Pipeline Corridor; provided that any costs arising from potholing or similar operations shall be at the cost of the City. The request shall specify a reasonable response time in consideration of the nature of the request and difficulty to Grantee of providing such assistance. In the event Grantee performs such excavation, Grantee agrees to restore the disturbed Premises to the same or better condition as existed immediately prior to the

excavation. Potholing may be required for non-Public Projects, at a reasonable cost of Grantee, to be collected by Grantee from the private party requesting the work.

(b) Because precise damages are difficult to ascertain, for failure to respond to a City request made pursuant to Section 8.4(a) within the specified response time, Grantee agrees to pay liquidated damages as provided in Section 12.1, except no liquidated damages apply before a thirty (30) day period has elapsed without a satisfactory response.

8.5 Inspection of Third-Party Excavation. If the Grantee becomes aware that a third party has conducted any excavation or other significant work that may have affected its Facilities, the Grantee shall conduct such inspections and/or testing of Facilities as is necessary to determine that;

(a) No direct or indirect damage was done to the Grantee's Facilities by the excavation and,

(b) The construction work or other activity did not abnormally load the Grantee's Facilities and,

(c) The Construction work or other activity did not impair the effectiveness of the Grantee's cathodic protection system. Grantee is responsible to coordinate with other persons with facilities in the vicinity of its Facilities so as to avoid adverse impacts of cathodic protection.

Section 9. Leaks, Spills, Ruptures, and Emergency Response.

9.1 Grantee Shall Have Remote Monitoring System.

(a) Grantee shall maintain in place, at all times that Grantee's Facilities are located within the Franchise Area, a system for monitoring pressures and flows within its Pipeline and/or Facilities, from a Remote-Control Center. The remote monitoring must be able to accurately detect pipeline leaks, spills or ruptures, as required by Environmental Laws and the applicable regulations of Jurisdictional Agencies.

(b) Grantee's Emergency Incident Response Plan shall designate Grantee's local emergency response officials and a direct 24-hour emergency telephone number for the Control Center operator, who shall be capable of immediate shutdown of Grantee's Facilities in the Franchise Area by use of a satellite-controlled switch or other similar remote technology. Grantee shall, after being notified of an Emergency Incident, cooperate with the City Representative and make every effort to respond as soon as possible to limit damage from the Emergency Incident and protect the public's health, safety, and welfare.

CURRENT CONTROL CENTER 24 HOUR PHONE NUMBER: 877-267-2290

Grantee shall keep the City Representative and City Fire Marshall updated in Writing of any changes to this contact information.

(c) The Grantee warrants that, throughout the term of this Franchise, it will make periodic updates to its Emergency Incident Response Plan as may be necessary to ensure full compliance with Environmental Laws and the applicable requirements of Jurisdictional Agencies.

(d) The Parties agree to meet annually to review the Emergency Incident Response Plan and Incident Response procedures as required by Environmental Laws and the applicable regulations of Jurisdictional Agencies. Grantee shall coordinate this meeting with the City, other local public safety agencies and other interested parties.

(e) The Grantee will, at all times, have available or have access to, sufficient Emergency Incident Response equipment and materials within the Franchise Area to properly and completely respond to any spill, leak, rupture or other release of Petroleum Products or Hazardous Substances from the Grantee's Facilities, in accordance with Environmental Laws and applicable regulations of Jurisdictional Agencies or otherwise in accordance with best management practices and industry standards.

9.2 Grantee Responsible for Costs of Clean-Up. Except to the extent an Emergency Incident is shown to be proximately caused by the negligence of the City, Grantee shall be solely responsible for all reasonable and necessary costs incurred by City, County, local or State agencies in responding to any spill, leak, rupture or other release of Petroleum Products from its Facilities that are required by Environmental Laws, including, but not limited to, detection and removal of contaminants from surface or subsurface soil or water, including sources of vapor intrusion and actual remediation costs. All such costs shall be considered extraordinary costs that shall not be borne by the City and shall not be considered administrative expenses of the City. Nothing in this section shall limit Grantee's rights or causes of action against any third party who may be responsible for such leak, spill, rupture, or other release of Petroleum Products or other Hazardous Substances from Grantee’s Facilities.

9.3 Notice of Leak, Spill or Rupture From Grantee's Facilities.

(a) In areas outside the City's Wellhead Influence Zone, Grantee shall notify the City in Writing within one (1) business day of its observation or detection of, any uncontained leak, spill, rupture or other release of Petroleum Products from its Facilities within the Franchise Area requiring notification to Jurisdictional Agencies.

(b) In areas inside the City's Wellhead Influence Zone, the City shall receive telephonic notification immediately after the Emergency Incident is discovered and/or reported to Jurisdictional Agencies.

(c) If requested by the City Representative in Writing, Grantee shall follow-up this notice within thirty (30) days with a Written report of the Emergency Incident, including, but not limited to, the date, time, amount, location, response, and remediation of the leak, spill, rupture or other release of Petroleum Products as submitted to Jurisdictional Agencies.

9.4 City May Investigate Any Leaks From Grantee's Facilities.

(a) In the event of a leak of Petroleum Products from Grantee's Facilities, if the City's Representative has a reasonable basis to be concerned about the safety or security of Grantee's Operations or Facilities in any location which might impact the Aquifer, or the Well Head Influence zone, or endanger its citizens, or its property, including public water supply facilities within the Franchise Area, the City's Representative may seek an investigation by Jurisdictional Agencies, or request assurances or additional information from Grantee regarding its Facilities or Operations in the Franchise Area, including a third party evaluation pursuant to Section 7.5, as deemed necessary by the City's Representative. Any costs incurred by the City in seeking such an investigation, following a leak event, including employment of an expert consultant shall be considered as a recoverable administrative cost.

(b) Supplementing other provisions, in the event of a leak, spill or rupture comprising an Emergency Incident in the Franchise Area where the cause is not reasonably apparent, Grantee shall take immediate steps to fully cooperate with all Jurisdictional Agency investigations, giving the City reasonable assurances and confirmation of these actions. All results of any non-privileged investigation shall be disclosed to the City Representative. The City may view all pertinent records and reports thereof. The City has the right to satisfy itself of the due diligence of such investigation. If the City reasonably deems the public water supply or the safety and security of its Wellhead Influence Zone area are in jeopardy, the City may demand that the occurrence be investigated by an independent pipeline consultant selected by City. Grantee shall be solely responsible for paying all of the reasonable costs and expenses incurred in investigating the occurrence and reporting any findings to Jurisdictional Agencies, up to a maximum amount of fifty thousand dollars ($50,000) per incident for incidents up to ten barrels product loss and a maximum of $100,000 for incidents over ten barrels involving a spill, leak, or rupture. Grantee shall meet and confer with the independent consultant following the consultant's investigation to address whether any modifications or additions to Grantee's Facilities may be warranted. In cases where Jurisdictional Agencies do perform an investigation, Grantee shall provide a copy of the results of any investigation within ten (10) business days of receipt of such report.

(c) If the independent pipeline consultant recommends that Grantee make modifications or additions to Grantee's Facilities, Grantee covenants to consider said recommendations in good faith provided that the recommendations are reasonably consistent with industry best practices. If Grantee declines to follow the consultant's recommendations, Grantee shall provide a Written report within 90 days to the City explaining its reasoning for not following said recommendations. The Parties agree to comply with the Dispute Resolution provisions of Section 13 contained herein to resolve any dispute over whether to follow the consultant's recommendations.

9.5 Emergency Flow Restricting Devices in Facilities – Remote Control.

(a) Grantee has installed Emergency Flow Restricting Devices (EFRD) in its Facilities within the Franchise Area in the locations shown in Exhibit “B". All Emergency Flow

Restricting Devices for Grantee's Facilities shall be remotely controlled from the Control Center and shall be capable of being instantly activated by Grantee.

(b) Emergency Flow Restriction Devices - Location. Grantee currently has EFRDs on either side of the Spokane River capable of manual and remote operation through its Control Center and in the vicinity of the City's Wastewater treatment plant. These EFRDs shall continue to be maintained by Grantee during the term of the Franchise or so long as Grantee operates Facilities within the Franchise Area.

(c) Grantee shall maintain adequate 24-hour emergency staffing immediately accessible by the City Fire Chief or the City Representative to activate said EFRDs in the case of an Emergency Incident involving Grantee's Facilities.

9.6 Responsibility of Grantee to Take Precautions to Avoid Leak, Spill, or Rupture. It remains the sole and separate responsibility of the Grantee, under the authority of this Franchise, to take adequate precautions to avoid Leaks, Spills or Ruptures that might result in the release of Petroleum Products from its Facilities, as required by all Environmental Laws and applicable regulations of Jurisdictional Agencies, including, but not limited to, compliance with the requirements of RCW Chapter 19.122 (One Call System).

Section 10. Required Relocation of Facilities for Public Project.

10.1 Public Project.

(a) In the event that the City undertakes or approves the construction of any Public Project including by not limited to: changes to the grade or location of any water, sewer or storm drainage line, street or sidewalk, or undertakes any other Public Project and as a result, the City determines that the public health, safety, welfare, necessity, and/or convenience reasonably requires changes to, or the relocation of, the Grantee's Facilities in the Public Right-of-Way or on Public Property, then the Grantee shall make such changes or relocations as required herein at the Grantee's sole cost, expense and risk.

(b) The City shall provide written notice to Grantee at least 180 days prior to commencement of any Public Project which requires relocation of Grantee's pipeline and/or Facilities.

(c) In the event the Grantee relocates or otherwise modifies its Facilities at the direction of the City to accommodate a City Public Project, and the City thereafter abandons and does not complete the Public Project, the Grantee may invoke the Dispute Resolution provisions of Section 13 and seek reimbursement for the reasonable and necessary costs incurred by the Grantee for the relocation or modification that it would not have otherwise incurred.

10.2 Relocation of Facilities by Grantee.

(a) Prior to commencing construction on a Public Project affecting Grantee's Facilities, the City shall provide Grantee with copies of pertinent portions of the plans and

specifications for the Public Project; and, upon request, Grantee shall, at its sole cost and expense, determine and identify for the City Representative the exact location of its Facilities potentially affected by the Public Project. Grantee shall promptly relocate such Facilities at Grantee's sole cost and expense to accommodate a Public Project if reasonably requested to do so by City; and shall similarly relocate its Facilities for any other projects at the request of the City, but in such case, Grantee may recover its reasonable expenses form persons other than the City responsible for the relocation request.

(b) The City shall work cooperatively with the Grantee in determining a viable and practical route within which Grantee may relocate its Facilities, in order to minimize costs to the Grantee while meeting the requirements of the City's Public Project, and will, to the extent possible, provide an alternative Public Right-of-Way or Public Property for the relocation.

(c) Grantee shall complete relocation of its Facilities so as to accommodate the requirements of the Public Project at least ten (10) calendar days prior to commencement of such Project or at such other time as the Parties may agree in Writing.

(d) The Parties agree that the City's exact damages, because of delays by the Grantee, in compliance with this section are difficult to precisely quantify. If the City or its contractor is delayed at any time in the progress of the work on the Public Project by an act or neglect of the Grantee, or those acting for, or on behalf of, the Grantee, then Grantee agrees to pay the City liquidated damages as provided in Section 12.1. The requirement for payment of Liquidated Damages does not apply if the delays were caused by the acts of the City or did not result from the neglect of the Grantee, or those acting for, or on behalf of, the Grantee.

10.3 Alternative Plan to Avoid Relocation of Facilities. Grantee may, after receipt of Written notice requesting a relocation of its Facilities, submit to the City Representative Written alternatives to the relocation of Grantee's Facilities within forty five (45) calendar days of receiving the plans and specifications for the Public Project. The City shall evaluate the alternatives and advise Grantee in Writing if one or more of the alternatives are suitable to accommodate the requirements of the Public Project. The City Representative shall give each alternative proposed by Grantee full and fair consideration but retains full discretion and final authority to decide whether to utilize its original plan or an alternative proposed by Grantee.

10.4 Requested Relocation within 5 Years. If any portion of the Grantee's pipeline and/or Facilities that has been required by the City to be relocated under the provisions of this section is subsequently required to be relocated again within five (5) years of the original relocation, the City will bear the actual and reasonable cost of the subsequent relocation during the five (5) year period.

Section 11. Removal of Grantee's Facilities - Abandonment in Place.

11.1 Permanent Cessation of Use of Facilities.

(a) In the event of Grantee's permanent cessation of use or abandonment of its Facilities, or any portion thereof, within the Franchised Area, the Grantee shall (except as may be

permitted by Section 11.2), within one hundred and eighty (180) days after the abandonment or permanent cessation of use, remove its Pipelines and/or Facilities or any portion thereof, from the Public Right-of-Way or Public Property at Grantee's sole cost and expense.

(b) A presumption of Grantee's abandonment or permanent cessation of use of Facilities arises after twelve months substantial non-use by Grantee of its Facilities as to that part of the Franchise Area concerned.

(c) In the event of the removal of all or a portion of its Facilities, Grantee shall restore the Franchised Area as nearly as reasonably possible to as good or better condition as it was in before the installation of the Grantee's Pipelines and/or Facilities, in compliance with the City's current Pavement Cut Policies.

(d) Such property restoration shall be done at the Company's sole cost and expense and to the City's Representative's reasonable satisfaction. Grantee shall be responsible for the payment of any costs of any environmental review required by for the removal of any Pipelines and/or Facilities from the Premises within the Franchise area.

(e) If the Grantee fails to remove or secure the Pipelines and/or Facilities and fails to restore the Premises or fails to take such other mutually agreed upon action, the City may, after reasonable notice to the Grantee, remove the Facilities, restore the Premises, or take such other action as is reasonably necessary at the Grantee's expense, and the City shall not be liable, therefore. This remedy shall not be deemed to be exclusive and shall not prevent the City from seeking a judicial order directing that the Facilities be removed.

11.2 Alternatives to Grantee's Removal of Facilities from Public Right-of-Way.

(a) Upon abandonment or permanent cessation of Facilities, and with the Written consent of the City's Representative, as an alternative to Grantee's removal of the Facilities the Grantee may secure its underground Facilities within the Franchise Area or on other Public Property, rendering them safe and harmless, removing all Petroleum Products from the Facilities, purging vapors, displacing the contents of the pipeline with an appropriate inert material, and sealing Facility ends with a suitable end closure, all in compliance with Environmental Laws and the applicable regulations of Jurisdictional Agencies.

(b) Provided that portions of the Grantee's Facilities which are above ground shall be removed at Grantee's sole expense, except where approved, in Writing, by the City's Representative.

(c) For permission for Grantee to abandon all, or substantially all, of the Grantee's Facilities within the Franchise Area, the City's consent must be expressed by a Resolution of the City Council, upon such additional conditions as may be prescribed therein.

11.3 Grantee's Abandonment of Facilities – Requirement of Bond. The City's permission for Grantee's partial or complete abandonment of Facilities in place on the Premises within the Franchise Area may be conditioned upon Grantee's posting of a bond, in a form and

with a surety subject to the City's reasonable approval, or other security approved by the City to cover any estimated future risks and reasonable likely costs to the City in dealing with Grantee's Facilities as abandoned on the Premises in the Public Right-of-Way or on other Public Property, including prevention or remediation of any environmental damage.

11.4 Requirements of this Section Survives Franchise Termination. The Parties expressly agree that the requirements of Section 11 shall survive the expiration, revocation, or termination of this Franchise.

Section 12. Violations, Remedies and Termination.

12.1 City's Remedies for Violations. The Grantee shall be in compliance with the terms of this Franchise at all times. In addition to any rights set forth elsewhere in this Franchise, or other rights it may possess at law or equity, the City reserves the right to apply any of the following remedies, alone or in combination, in the event Grantee violates any material provision of this Franchise.

(a) Liquidated Damages for Delay. The Parties agree that damages for delay in compliance with the requirements of this Franchise are difficult to ascertain and determine. If Grantee fails or refuses to comply with any condition of this Franchise, or any of its terms or provisions, the damages suffered by the City as a result may include, without limitation, increased costs of administration and other damages difficult to measure; therefore, City and the Grantee agree that liquidated damages of $1,000 Dollars (One thousand dollars) per day, per incident or other measure of violation, may be assessed from the third (3rd) business day that the City notifies the Grantee of the occurrence of the violation or incident, so long as Grantee remains non-compliant; *provided* that if Grantee commences a cure within such three business day period (and uses commercially reasonable efforts to pursue a cure thereafter), then Grantee shall not be assessed such liquidated damages. These liquidated damages represent both Parties' best estimate of the damages likely to result from such compliance delays and do not include compensation for municipal property damage, damage to the City facilities, water supply or other public resources or properties and other losses, nor for liability risks as typically protected by insurance. Grantee may invoke the Dispute Resolution provisions as provided in Section 13 of this Franchise in connection with imposition of damages by the City under this section, but this shall not stay the continued accrual of such damages.

(b) Termination of Franchise. The City may also terminate this Franchise if Grantee materially breaches or otherwise fails to perform, comply with, or otherwise observe any of the material terms and conditions of this Franchise, or fails to maintain all required licenses and approvals from Jurisdictional Agencies, and fails to cure any such breach or default within thirty (30) calendar days of City's Representative providing Grantee Written notice thereof.

(c) The above cited remedies are cumulative and not exclusive, and, the exercise of one remedy shall not prevent the exercise of another or any rights of the City at law or equity.

12.2 Termination of Franchise Requires Vote of City Council. This Franchise shall not be terminated except upon a majority vote of the full membership of the City Council, after reasonable notice to Grantee and an opportunity to be heard, provided that if exigent circumstances necessitate immediate termination, the hearing may be held as soon as possible after notice to Grantee of the termination by the City Representative. The Council may refer any portion of a dispute involving a potential termination of the Franchise to the City Hearings Examiner for hearing and recommendation.

12.3 Grantee's Termination of Franchise.

Grantee may terminate this Franchise upon 30-days' written notice to City.

12.4 Grantee's Obligations Upon Termination of Franchise.

(a) In the event of termination of this Franchise, Grantee shall immediately discontinue Operation of its Facilities in the Franchise Area unless doing so creates an appreciable risk to human health, safety, or the environment, in which case Grantee shall discontinue Operations of its Facilities in the Franchise Area as quickly as it is able to do so without threatening human health, safety, or the environment, in accordance with a schedule approved by Jurisdictional Agencies.

(b) Once the Grantee's rights to Operate in the Franchise Area have terminated, Grantee shall comply with the Franchise provisions regarding removal and/or abandonment of Facilities.

(c) Either Party may invoke the Dispute Resolution provisions set forth in Section 13 of this Franchise, as it deems necessary with regard to termination. Alternatively, the City may elect to seek relief directly in Superior Court, in which case the Dispute Resolution requirements of Section 13 shall not be applicable.

12.5 Termination of this Franchise Shall Not Release Either Party From Liability.

(a) Termination of the Franchise shall not release either Party from any obligation with respect to any matter occurring prior to such termination, nor shall such termination release Grantee from any obligation to remove or secure Grantee's Facilities on the Premises within the Franchise Area and to restore the Premises within the Franchise Area, including, but not limited to, Grantee’s compliance with the terms of this Franchise regarding removal and/or abandonment of its Facilities, in accordance with Environmental Laws and the applicable regulations of Jurisdictional Agencies.

(b) The City's failure to exercise a particular remedy at any time shall not waive the City's right to terminate, assess penalties, or assert any other remedy at law or equity for any future breach or default by Grantee.

12.6 Covenants in Franchise Enforceable in Court. The Parties acknowledge that the covenants set forth herein are essential to this Franchise, and, but for the mutual agreements of the

Parties to comply with such covenants, the Parties would not have entered into this Franchise. The Parties further acknowledge that they may not have an adequate remedy at law if the other Party violates such covenant; therefore, the Parties shall have the right, in addition to any other rights they may have, to obtain injunctive relief in Spokane County Superior Court to restrain any breach or threatened breach of Franchise terms, or to specifically enforce any of the covenants contained herein should the other Party fail to perform them.

Section 13. Dispute Resolution.

13.1 Resolution of Disputes by Franchise Administrators. In the event of a dispute between City and Grantee arising by reason of this Franchise, or any obligation hereunder, the dispute shall first be referred to the operational officers or representatives designated by the City and the Grantee to have oversight over the administration of this Franchise. Said officers or representatives shall meet within thirty (30) calendar days of either Party's request for a meeting, and the Parties shall make a good faith effort to attempt to achieve a resolution of the dispute.

13.2 Resolution of Disputes by Mediation. In the event that the Parties are unable to resolve a dispute under the procedure set forth in Section 13.1, then the Parties hereby agree that the matter shall be referred to mediation. The Parties shall mutually agree upon a mediator to assist them in resolving their differences. If the Parties are unable to agree upon a mediator, the Parties shall jointly obtain a list of seven (7) mediators from a reputable dispute resolution organization and alternately strike mediators from that list until one remains. Any expenses incidental to mediation shall be borne equally by the Parties. If the dispute involves a matter previously mediated, the mediation process need not be repeated.

13.3 Judicial Remedy. If the Parties fail to achieve a resolution of the dispute through mediation, either Party may then pursue any available judicial remedies by filing an action in Spokane County Superior Court; provided that, if the Party seeking judicial redress does not substantially prevail in the judicial action, it shall pay the other Party's reasonable legal fees and costs incurred in the judicial action.

13.4 Grantee may continue to Operate Facilities within the Franchise Area during the Dispute Resolution process, but this shall not affect either Party’s right to seek injunctive relief to protect their interests in a court of competent jurisdiction in Spokane County.

Section 14. Indemnification.

14.1 General Indemnification. Except for environmental matters, which are covered by a separate indemnification, the Grantee shall indemnify, defend, and hold harmless the City, its agents, officers, elected officials, or employees from any and all liability, loss, damage, cost, expense, and claim of any kind whether at law or in equity, including reasonable attorneys' and experts' fees incurred by the City in defense thereof, arising out of, or related to, directly or indirectly, the installation, Construction, Operation, use, location, testing, repair, Maintenance, Improvement, removal, or abandonment of Grantee's Facilities on the Premises within the Public Right-of-Way or on other Public Property within the Franchise Area under the authority of this Franchise, or from the existence of Grantee's Facilities in the Franchise Area, or from any leak,

spill, rupture or other release of the Petroleum Products contained in, transferred through, or released from said Facilities, including the reasonable costs of assessing any such damages and any liability for costs of investigation, abatement, correction, cleanup, fines, penalties or other damages arising under any Environmental Laws or the applicable regulations of Jurisdictional Agencies. If any administrative or judicial action is brought against the City by reason of the rights granted to Grantee for the Construction, Maintenance, Operation or Improvement of its Facilities within the Franchise Area under the terms of this Franchise Ordinance, Grantee shall defend the City, its agents, officers, elected officials, or employees at the Grantee's sole cost and expense. This general indemnification does not apply to the extent that any matters are shown to be proximately caused by the City's negligence or willful misconduct.

14.2 Environmental Indemnification.

(a) Grantee shall indemnify, defend and hold harmless the City, its agents, officers, elected officials or employees from and against any and all liability, loss, damage, expense, actions or claims, either at law or in equity, for environmental damages arising out of, or related to, directly or indirectly, the installation, Construction, Operation, use, location, testing, repair Maintenance, Improvement, removal, or abandonment of Grantee's Facilities in the Public Right-of-Way or on other Public Property within the Franchise Area under the authority of this Franchise, including, but not limited to, costs and reasonable attorneys' and experts' fees incurred by City in defense thereof, arising directly or indirectly from:

1) Grantee's breach of any Environmental Laws or the regulations of Jurisdictional Agencies applicable to the Grantee's Facilities; or

2) Any release of Petroleum Products or other Hazardous Substances from the Grantee’s Facilities within the Franchise Area; or

3) Any other incident arising from Grantee's activities related to the rights granted under this Franchise including actions by Grantee, or its agents, contractors or subcontractors.

(b) This indemnity includes but is not limited to:

1) Liability for any Governmental Agency's costs of removal of, or remedial action for, a leak, spill, rupture or release of Petroleum Products or other Hazardous Substances from Grantee’s Facilities;

2) Damages to natural resources caused by a leak, spill, rupture or other release of Petroleum Products or other Hazardous Substances from Grantee’s Facilities, including the reasonable costs of assessing such damages;

3) Liability for any other person's costs, including the City’s (except for those excluded because they were not proximately caused by the City's negligence or willful misconduct as set forth in subsection (c), below), of responding to any leak, spill, rupture or other release of Petroleum Products or other Hazardous Substances from Grantee’s Facilities;

4) Liability for any costs of investigation, abatement, correction, cleanup, fines, penalties, or other damages arising under any Environmental Laws or the applicable regulations of Jurisdictional Agencies; and

5) Liability for personal injury, property damage, or economic loss from the acts or omissions of the Grantee related to the City's grant of this Franchise or Grantee's Operation, Maintenance, Construction or Improvement of the Facilities arising under any statutory or common-law theory.

(c) This environmental indemnification does not apply to the extent that any matters are shown to be proximately caused by the City's negligence or willful misconduct.

14.3 Indemnity Obligations Survive Termination. The indemnity provisions contained herein shall survive the expiration, revocation, or termination of this Franchise and shall continue for as long as the Grantee's Facilities shall remain in, or on, the Premises within the Franchise Area or until the Parties execute a new Franchise which modifies or terminates these indemnity provisions.

14.4 Waiver of Consequential Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS FRANCHISE, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, ANY SUCCESSORS IN INTEREST OR ANY BENEFICIARY OR ASSIGNEE OF THIS AGREEMENT FOR ANY LOST PROFITS OR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT OR ANY BREACH HEREOF, WHETHER ARISING UNDER LAW OR IN EQUITY.

Section 15. Insurance and Bond Requirements.

15.1 Insurance Requirement.

(a) During this Franchise, Grantee shall procure and maintain, at its sole cost and expense, from carriers with an AM Best's Financial Strength Rating of at least A- commercial general liability insurance, including sudden and accidental pollution in the minimum amount of One Hundred Million Dollars ($100,000,000) for each occurrence and in the annual aggregate, in a form reasonably acceptable to the City. Insurance coverage shall include, but is not limited to, all defense costs. Grantee and City agree that, every five years following the Effective Date of this Franchise, either Party may request in writing that both Parties meet to discuss the continuing appropriateness of the Insurance Requirement and whether new circumstances merit an adjustment of the Insurance Requirement. The Parties agree to meet and discuss this matter in good faith, but neither Party is obligated to agree to an adjustment of the Insurance Requirement.

(b) Grantee is permitted to self-insure a portion of the total amount of insurance required in Section 15.1(a), above, in an amount up to and including Twenty-five Million Dollars ($25,000,000).

(c) The insurance limits in this Section can be satisfied through any combination of primary and excess liability policies.

15.2 Grantee to Provide Proof of Insurance. Upon request, Grantee shall provide evidence of the coverage required in Section 15.1 in a form reasonably acceptable to City. Further, any policies of insurance procured and maintained by Grantee to satisfy the requirements in Section 15.1 shall, to the extent of Grantee's indemnification obligations herein of Grantor, show Grantor as an additional insured, provide a waiver of subrogation in favor of Grantor, and respond as primary to any insurance carried by Grantor. Further, such policies shall contain a provision that the policy shall not be canceled without a minimum of thirty (30) days prior Written notice to the City or otherwise is allowed under the terms and conditions of the policy.

15.3 Grantee is permitted to procure insurance from more than one carrier to meet the insurance obligations specified in Section 15.1(a), above. Insurance carriers are not required to be "admitted" in the State of Washington.

15.4 Bond and Insurance Requirements Survive Termination. The insurance and bond provisions contained herein shall be negotiated at the expiration, revocation, or termination of this Franchise and shall continue for as long as the Grantee's Facilities shall remain in, or on, the Premises within the Franchise Area or until the Parties execute a new Franchise Agreement which modifies or terminates these indemnity, insurance, and bond provisions.

Section 16. Receivership or Foreclosure of Grantee.

16.1 Notice to City – Bankruptcy. Grantee shall immediately notify the City in Writing if Grantee:

(a) files a voluntary petition in bankruptcy, a voluntary petition to reorganize its business, or a voluntary petition to affect a plan or other arrangement with creditors; or

(b) files an answer admitting the jurisdiction of the Bankruptcy Court and the material allegations of an involuntary petition filed pursuant to the Bankruptcy Code, as amended; or

(c) is adjudicated bankrupt, makes an assignment for the benefit of creditors, or applies for, or consents to, the appointment of any receiver or trustee of all or any part of its property including all or any parts of its business operations or Facilities within or affecting the Franchise Area.

16.2 Notice to City -- Foreclosure. Upon the foreclosure or other judicial sale of all, or a substantial part of, Grantee's business operations or Facilities within or affecting the Franchise Area, or upon the termination of any lease covering all, or a substantial part of, the Facilities within or affecting the Franchise Area, Grantee shall notify the City Representative of such fact.

16.3 City's Right to Terminate Franchise Upon Appointment of Receiver. The City shall have the right to cancel this Franchise one hundred twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of a Grantee, whether in receivership,

reorganization, bankruptcy, or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred twenty (120) days, or unless:

(a) Within one hundred twenty (120) days after the election or appointment, such receiver or trustee shall have fully complied with all of the provisions of this Franchise and remedied any existing violations and/or defaults; and

(b) Within said one hundred twenty (120) days, such receiver or trustee shall have executed an agreement, duly approved by the court having jurisdiction, whereby such receiver or trustee assumes and agrees to be bound by each and every provision of this Franchise granted to the Grantee except where expressly prohibited by applicable provisions of State or Federal law.

16.4 City's Right to Seek Injunctive Relief. Nothing in this Section shall limit the ability of the City to seek emergency or injunctive relief against Grantee if it deems the City water supply, Wellhead or Aquifer to be in significant danger or jeopardy. Such action shall not be an election of remedies but shall preserve all other remedies in addition, at contract, law, or equity.

Section 17. Annual Franchise Fee and Costs.

17.1 Franchise Fee. In consideration for granting this Franchise to Grantee and for the use of the Premises within the Franchise Area, there is hereby established an annual Franchise Fee equal to Twenty- five Thousand Dollars/year ($25,000).

The annual Franchise Fee shall remain constant for the first five (5) years of this Franchise and shall then subsequently be increased every year by the national Consumer Price Index for Urban Consumers (CPI-U) as published in January of that year, or at a rate of 1.5%, whichever is greater.

17.2 Fee Payment in Installments. The first installment shall be paid at the time Grantee accepts this Franchise and shall cover the next twelve (12) months. Each succeeding installment shall cover the next twelve (12) month period and shall be paid not later than the anniversary date of the Effective Date of this Franchise.

17.3 Interest on Late Payments. Interest shall accrue on any late payment of the Franchise Fee at the rate of twelve percent (12%) per annum. Such interest shall be in addition to any applicable and customary penalties for late payment. Any partial payment shall first be applied to any applicable and customary penalties, then interest, and then to principal.

17.4 The Franchise Fee set forth above, does not include standard and customary payments associated with the City’s administrative expenses incurred in reviewing, licensing, permitting, or granting any other approvals necessary for the Grantee to Operate, Maintain, Construct or Improve its Facilities, or for any inspection or enforcement costs thereunder (i.e. customary permitting fees). Additionally, the foregoing annual fee does not include any generally applicable taxes that the City may legally levy.

Section 18. Legal Relations; Charter Requirements.

18.1 No Relationship Created by Grant of Franchise. Nothing contained in this Franchise shall be construed to create an association, trust, partnership, agency relationship, or joint venture between the City and Grantee, or to impose a trust, partnership, or agency duty, obligation or liability on, or with regard to, either Party. Each Party shall be individually and severally liable for its own duties, obligations, and liabilities under this Franchise.

18.2 No Warranty by City. The Grantee accepts any privileges granted hereunder by the terms of this Franchise for the installation of its Facilities on the Premises within the Public Right-of-Way and on other Public Property within the Franchise Area in an "as is" condition. Grantee stipulates and agrees that the City has never made any representations, or any implied or express warranties or guarantees as to the suitability, security, or safety of the Premises for Grantee's location of its Facilities or any representations as to possible hazards or dangers arising from other uses of the Premises by the City, the general public, or other utilities. As between the City and the Grantee, the Grantee shall remain solely and separately liable for the operation, testing, Maintenance, Construction, Improvement, replacement, and/or repair of the Facilities or other activities permitted hereunder.

18.3 Workers' Compensation Immunity Waiver. Grantee waives immunity under Title 51 RCW in any cases involving the City and affirms that the City and Grantee have specifically negotiated this provision, to the extent it may apply.

18.4 Franchise Creates No Duty on City. This Franchise shall not create any duty of the City or any of its officials, elected officials, employees or agents and no liability shall arise from any action or failure to act by the City or any of its officials, elected officials, employees or agents in the exercise of powers reserved to the City. Further, this ordinance is not intended to acknowledge, create, imply or expand any duty or liability of the City with respect to any function in the exercise of its police power or for any other purpose. Any duty that may nonetheless be deemed to be created in the City shall be deemed a duty to the general public and not to any specific party, group or entity.

18.5 Supplementing and not by way of limitation of other provisions, the City reserves all rights under its City Charter and as allowed by applicable provisions of Federal and State law, including expressly those conditions stated in Sections 106, 107 and 108, of the City Charter as applicable.

18.6 Grantee may not issue any capital stock on account of the Franchise or the value thereof and shall have no right to receive any return on account of the Franchise or its value.

18.7 As applicable, the Franchise and all things constructed thereunder shall be subject to common use by any other grantee or assignee of any other franchise, whenever there shall be necessity therefor, upon payment or tender of compensation for such use. The question of necessity, compensation and all other questions relating thereto, shall be judicial questions, but no judicial proceeding shall suspend or postpone such use if the person or corporation desiring such

common use shall deposit in the court such sums as the court, in a preliminary hearing may determine.

Section 19: Miscellaneous.

19.1 Interpretation and Venue. This Franchise shall be governed by, and construed in accordance with the laws of the State of Washington and the Parties agree that in any action, except for actions based on Federal questions, that jurisdiction and venue shall lie exclusively in the Superior Court of Spokane County, Washington. For any Federal judicial action involving the rights granted under this Franchise, venue shall lie in the United States District Court for the Eastern District of Washington.

19.2 Amendment or Modification of Franchise. In the event that a court of competent jurisdiction declares a material provision of this Franchise to be invalid, illegal or unenforceable, the Parties shall negotiate in good faith and agree, to the maximum extent practicable in light of such determination, to make such amendments or modifications to the Franchise as are appropriate actions so as to give effect to the intentions of the Parties as reflected herein. If severance from this Franchise of the particular provision(s) determined to be invalid, illegal or unenforceable will fundamentally impair the value of this Franchise, either Party may bring an action in the Spokane County Superior Court to reform or reconstitute the Franchise so as to recapture the original intent of said particular provision(s). All other provisions of the Franchise shall remain in effect at all times during which negotiations or a judicial action remains pending.

19.3 Time is of the Essence. Whenever this Franchise sets forth a time for any act to be performed, such time shall be deemed to be of the essence, and any failure to perform within the allotted time may be considered a material violation of the requirement of this Franchise. Where no specific time is specified, performance shall be made in a reasonable time, and for such performance, time is also of the essence.

19.4 Effect of Force Majeure. In the event that Grantee is prevented or delayed in the performance of any of its obligations under this Franchise by reason(s) beyond the reasonable control of Grantee, performance shall be excused during and to the extent of such Force Majeure occurrence. Upon removal or termination of the Force Majeure occurrence the Grantee shall promptly perform the affected obligations in an orderly and expedited manner under this Franchise or procure a substitute for such obligation or performance that is reasonably satisfactory to City. Grantee shall not be excused by mere economic hardship, or by the misfeasance or malfeasance of its directors, officers, or employees or any other conditions that might have been reasonably foreseen or avoided, with the exercise of reasonable care and diligence.

19.5 Section Headings.

(a) The Section headings in this Franchise are for convenience only, and do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the Section to which they pertain.

(b) This Franchise is expressly subject to the terms of the Spokane City Charter and Article XI thereof.

19.6 No Third-Party Liability. By entering into this Franchise, the Parties expressly do not intend to create any obligation or liability, or promise any performance to any third Party, nor have the Parties created for any third Party any right to enforce this Franchise.

19.7 Successors and Assignees Bound by Franchise. This Franchise and all the provisions shall be binding upon and inure to the benefit of the respective successors and permitted assignees of the Parties.

19.8 Notice Requirements. Whenever this Franchise calls for notice to or notification by any Party, the same (unless otherwise specifically provided) shall be in Writing and directed to the recipient at the address set forth in this Section, unless written notice of change of address is provided to the other Party. If the date for making any payment or performing any act is a legal holiday, payment may be made or the act performed on the next succeeding business day which is not a legal holiday.

Notices shall be directed to the Parties as follows:

To the City:

Representative
808 W. Spokane Falls Blvd.
Spokane, WA 99201

To the Grantee:

Real Estate Services
825 North 300, Suite S-200
Salt Lake City, Utah

Copy to:
Office of the City Attorney
5th Floor City Hall
808 W. Spokane Falls Blvd.
Spokane, WA 99201-3326

19.9 Authority of Parties to Execute Franchise. The Parties each represent and warrant that they have full authority to enter into and to perform this Franchise, that they are not in default or violation of any permit, license, or similar requirement necessary to carry out the terms hereof, and that no further approval, permit, license, certification, or action by a Jurisdictional Agency is required to execute and perform this Franchise, except such as may be routinely required and obtained in the ordinary course of business.

19.10 Franchise Supersedes All Previous Agreements. This Franchise and the attachments hereto represent the entire understanding and agreement between the Parties with respect to the subject matter and it supersedes all prior oral negotiations between the Parties. This Franchise can be amended, supplemented, modified, or changed only by an agreement in writing which makes specific reference to the Franchise or the appropriate attachment and which is signed by both Parties. No waiver of any provision of this Franchise shall be effective unless reduced to writing and signed by the Party granting the waiver. All previous franchise agreements between

the Parties pertaining to Grantee's Construction, Maintenance, Improvement or Operation of its Facilities within the Franchise Area are hereby superseded.

19.11 Purpose of Franchise; Acceptance of Franchise.

(a) The purpose of this Franchise is to grant Grantee the right to Operate, Maintain, Construct and Improve its Facilities in the Franchise Area and to assure the City protection against liability or loss in connection with Grantee's enjoyment of the Franchise, including loss or damage to the public water supply, City Wellhead area or Aquifer contamination. This Franchise shall be liberally construed to accomplish these purposes.

(b) Grantee shall, within thirty (30) days after passage of this Ordinance, file with the City Clerk, its unconditional Written acceptance of all the terms and conditions of this Franchise. If Grantee shall fail to so file its Written acceptance within such period, then the rights and privileges granted hereunder shall be deemed forfeited.

19.12 Effective Date. The Effective Date of this Franchise shall be the 1st day of _____, 2025, after passage, approval and legal publication of this Ordinance as provided by law and provided it has been duly accepted by Grantee as herein above provided. On that date, the rights, duties and obligations shall come into effect and the date from which the time requirement for any notice, extension and/or renewal will be measured. The City has made no effort to verify that Grantee compliance, and waives no existing deficiencies at the time of Franchise approval.

PASSED by the City Council this _____ day of _____, 2025.

_____
MAYOR

ATTEST:

_____
City Clerk

Date of Publication: _____.
Effective Date: _____.

Approved as to Form:

_____
Office of the City Attorney

UNCONDITIONAL ACCEPTANCE BY GRANTEE

I, the undersigned representative of Marathon Pipe Line LLC, am authorized to bind Marathon Pipe Line LLC and to unconditionally accept the terms and conditions of the foregoing Franchise (Ordinance No. C-_____), which are hereby accepted by Marathon Pipe Line LLC this ____ day of _____, 2025.

MARATHON PIPE LINE LLC

By: _____

Name: _____

Title: _____

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 #	
Council Meeting Date: 09/22/2025		**Project #**	
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**	
Dept Head			
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor			

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

errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the city council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

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.

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[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 oridnance 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

RECEIVED
December 3, 2018
CITY CLERK'S OFFICE
SPOKANE, WA

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

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 10 entries Search:

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

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
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

The City of Choice

808 W. Spokane Falls Blvd.
Spokane, WA 99201

Dial 311 or 509.755.CITY (2489)

Agenda Sheet for City Council: **Committee:** Urban Experience **Date:** 09/08/2025 **Committee Agenda type:** Discussion		**Date Rec'd**	8/23/2025
		Clerk's File #	ORD C36753
		Cross Ref #	
Council Meeting Date: 10/06/2025		**Project #**	
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	ADAM 6779	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	SLAMBDIN		
Sponsoring at Administrators Request	YES		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	CORRECTING DEVELOPMENT SERVICES DEPARTMENT THROUGHOUT CODE		

Agenda Wording

An ordinance correcting the departmental title of the Development Services Department and Director of Development Services throughout the municipal code; amending Sections 08.02.039, 08.02.065, 10.29.020, 10.29.030, 12.01.010 12.02.060, 12.02.0704, 12.02.0707, 12.02.0716, 12.02.0724, 12.02.0755 13.03.0503, 17A.010.070, 17A.050.020, 17C.111.245, 17C.120.310, 17C.122.135, 17C.130.310, 17C.210.060, 17C.210.070, 17C.230.140, 17C.230.300, 17C.300.140, 17D.010.020, 17D.060.070, 17D.080.100, 17D.090.040, 17F.010.080, 17F.030.020, 17F.030.040, 17F.040.085, 17F.060.020, 17F.070.420, 17F.070.440, 17F.070.450, 17F.080.050, 17F.090.050, 17G.010.030, 17G.010.100, 17G.010.140, 17G.010.150, 17G.010.160, 17G.010.170, 17G.010.180, 17G.010.200, 17G.010.210, and 17G.061.000 of the Spokane Municipal Code.

Summary (Background)

This ordinance corrects the departmental title of the Development Services Department and Director of Development Services throughout the municipal code.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	SCOTT, ALEXANDER		
Division Director			
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	

ORD C36753 (SPONSOR SUBSTITUTION)(09-16-25)

ORDINANCE NO. C36753

An ordinance making technical corrections to Chapters 08.02, 10.29, 12.01, 12.02, 13.03 of the Spokane Municipal Code, and technical corrections to Titles 17A, 17C, 17D, 17F and 17G of the Spokane Municipal Code.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 08.02.039 of the Spokane Municipal Code is amended to read as follows:

Section 08.02.039 Special Inspections and Other Fees

A. The fee for re-inspection as provided in the adopted codes, to be billed to each permittee, is provided in the Development Fee Schedule.

B. The fee for inspection by any ((~~building services department~~)) Development Services Department personnel outside normal working hours is provided in the Development Fee Schedule. A minimum of two hours is payable at the time the request is made.

C. The fee for investigation of work done without a permit is provided in the Development Fee Schedule.

D. The minimum fee for any permit or inspection not otherwise provided for is provided in the Development Fee Schedule.

E. Refund of Fees.

1. All requests for refunds must be in writing to the building official.

    a. Refundable amounts of less than $30 are not eligible for reimbursement.

2. Refunds of permit and inspection fees will be granted only if the:

    a. work described on the permit was not done and no inspections or site visits were made, or

    b. permit was a duplicate of an already issued permit in error, or

    c. permit was issued in error by the department.

3. The following fees are not refundable:

a. Plan review fees once any plan review work has begun.

b. Application fees, to include processing fees and the state building code fee.

F. The processing fee for each permit is provided in the Development Fee Schedule.

G. The fee for doing research of files and codes or preparing reports is provided in the Development Fee Schedule with a one-hour minimum, plus actual copying or printing expense.

H. The fee to recommence suspended or abandoned work under an extended permit is provided in SMC 08.02.031(U).

Section 2. That Section 08.02.065 of the Spokane Municipal Code is amended to read as follows:

Section 08.02.065 Streets and Airspace

A. Fees are provided in the Development Fee Schedule.

B. Street Obstruction Permits.

1. The ((~~director of engineering services~~)) Director of Engineering Services may adjust the boundaries where a long-term obstruction is considered to be in a congested area in the interests of ((~~the~~)) public health, safety, and convenience, considering the need to promote traffic flows and convenience in administrative enforcement needs.

2. The Director of the Development Services ((~~Center~~)) may set a master annual obstruction permit fee based on a reasonable estimate of the expense to the City of providing permit services. Permit fees are payable at least quarterly. If a master annual permit fee is revoked, the party may apply for a refund of unused permit fees;

3. No obstruction fee is charged for street obstruction permits for activities done by or under contract for the City.

C. The fee for a building moving permit shall be waived for the moving of a building which is an historic landmark or a contributing building located within an historic district.

D. A contractor shall notify the ((~~department of engineering services~~)) Engineering Services Department for application of road oil or other dust palliatives to public ways and places of public travel or resort in accordance with SMC 12.02.0740(B).

Section 3. That Section 10.29.020 of the Spokane Municipal Code is amended to read as follows:

Section 10.29.020 Operator's License

No person may operate or have charge of a steam boiler of any size or a hot water heating or supply boiler of five hundred thousand BTU input or larger without a license, issued by the ((~~building services department~~)) Development Services Department, of the appropriate class as follows:

A. A low-pressure boiler operator's license authorizes the holder to have charge of and operate any specifically described and located fifteen-pound steam boiler or hot water boiler used for heating purposes only, not exceeding four million BTU; or

B. A small high-pressure boiler operator's license authorizes the holder to have charge of and operate a small high-pressure boiler not exceeding eight hundred thousand BTU input or one hundred fifty pounds psi.

C. A third-class boiler operator's license authorizes the holder to have charge of and operate a high-pressure (power) boiler not exceeding four million BTU input, or

    1. and operate any size low-pressure boiler, or

    2. an opposite shift to a second-class boiler operator.

D. A second-class boiler operator's license authorizes the holder to have charge of:

    1. and operate a high-pressure boiler not exceeding eight million BTU, or

    2. an opposite shift to a first-class boiler operator, or

    3. and operate any size low-pressure boiler.

E. A first-class boiler operator's license authorizes the holder to have charge of any size high-pressure or low-pressure boiler.

F. Boiler Operator is an annual subject to the licensing procedures of 08.01 SMC.

Section 4. That Section 10.29.030 of the Spokane Municipal Code is amended to read as follows:

Section 10.29.030 Heating Mechanics – License

No person may perform work requiring a mechanical permit without a license issued by the ((~~building services department~~)) Development Services Department of the appropriate type as follows:

A. A gas heating mechanic I license authorizes the holder to do gas fitting work on a gas:

   1. system or gas appliance utilizing up to four hundred thousand BTU input per hour, or

   2. appliance in excess of four hundred thousand BTU input per hour under the direct supervision and in the presence of a gas heating mechanic II.

B. A gas heating mechanic II license authorizes the holder to do industrial gas fitting work (exceeding four hundred thousand BTU) on any permit a mechanical contractor can take out.

C. Contractors who obtain permits requiring a heating mechanics license and the installer who performs the installation shall both be liable for the civil infraction set forth in ((~~SMC 1.05.170~~)) SMC 01.05.

Section 5. That Section 12.01.010 of the Spokane Municipal Code is amended to read as follows:

Section 12.01.010 Sidewalk Maintenance – Owner's Responsibility

A. Every owner and occupant of premises shall keep the sidewalk area including tree grates adjacent to any portion of the real property (including corners) in good and safe condition and repair at all times.

B. Where the ((~~director of engineering services~~)) Director of Engineering Services determines there has been a failure to comply with this section, the ((~~director~~)) Director or their designee may send written notice to the premises advising of the violation. If the violation is not corrected, the ((~~director~~)) Director or their designee may proceed to remove or repair the condition, at the owner's and/or occupant's sole expense and liability.

C. The ((~~directors of~~)) Directors of Engineering Services, Development Services ((~~Center~~)), Code Enforcement and Parking Services, and the City Engineer are authorized to waive license, bonding, and insurance requirements for minor repairs on existing sidewalks.

D. The City Engineer, along with the Development Services ((~~Center~~)) and the Code Enforcement and Parking Services departments, shall develop and publish a

public rule defining the types of sidewalk projects that qualify as minor repairs.

E. Nothing in this section shall be construed to waive building and construction permit and inspection requirements.

Section 6. That Section 12.02.060 of the Spokane Municipal Code is amended to read as follows:

Section 12.02.060 Fences and Hedges – Incidental Encroachments

Incidental encroachments upon the public right-of-way from private property not obstructing the use of the right-of-way may be permitted by the ((~~development services center manager~~)) Director of Development Services or their designee as provided in SMC 17G.010.160. Such encroachments are revocable without compensation and create no vested rights.

Section 7. That Section 12.02.0704 of the Spokane Municipal Code is amended to read as follows:

Section 12.02.0704 Definitions

((~~A. "Public way" means any publicly dedicated or used highway, street, alley, or sidewalk.~~

~~B. "Permittee" means any person to whom an obstruction permit is issued. Permits are not transferable and have no property value.~~

~~C. "Office of primary responsibility" means the development services center manager, hereafter referred to as the director, who is the City official designated to administer this article. The director functions directly or through authorized agents, in coordination with other appropriate City agencies. The director is authorized to grant exceptions to, or impose conditions on, requirements herein, in the exercise of sound discretion, considering the requirements of permittees and the purpose of this article.~~

~~D. "Obstruction of a public way" includes, but is not limited to, obstructions that may hinder the normal flow of pedestrian or street traffic or render the public way unsafe for current and necessary use such as:~~

~~1. trees, bushes, weeds or grass; and~~

~~2. accumulations of trash and debris including but not limited to litter, glass, and scrap materials.~~))

Term	Definition
Obstruction of a public way	includes, but is not limited to, obstructions that may hinder the normal flow of

	pedestrian or street traffic or render the public way unsafe for current and necessary use such as: 1. trees, bushes, weeds or grass; and 2. accumulations of trash and debris including but not limited to litter, glass, and scrap materials.
Office of primary responsibility	means the Director of Development Services, hereafter referred to as the director, who is the City official designated to administer this article. The director functions directly or through authorized agents, in coordination with other appropriate City agencies. The director is authorized to grant exceptions to, or impose conditions on, requirements herein, in the exercise of sound discretion, considering the requirements of permittees and the purpose of this article.
Permittee	means any person to whom an obstruction permit is issued. Permits are not transferable and have no property value.
Public way	means any publicly dedicated or used highway, street, alley, or sidewalk.

Section 8. That Section 12.02.0707 of the Spokane Municipal Code is amended to read as follows:

Section 12.02.0707 Master Annual Permit for High Volume Users

A. In lieu of an individual permit for users whose estimated annual permit need is in excess of seven hundred permits per year under SMC 12.02.0706, an annual master permit may be issued as provided in this section and SMC 17G.010.210(D). Except as otherwise provided, all conditions of an individual permit apply to a master permit. A master annual permit is individually approved by the ((~~development services center manager~~)) Director of Development Services.

B. If the ((~~development services center manager~~)) Director of Development Servies deems in ((~~his~~ ~~sole~~)) their discretion that the public convenience is not served by a master permit, an application may be denied or a master permit revoked. Denial or revocation of a master permit does not affect eligibility for an individual permit under SMC 12.02.0706.

Section 9. That Section 12.02.0716 of the Spokane Municipal Code is amended to read as follows:

Section 12.02.0716 Long Term Permits – Temporary Passageway

A. Where a permit allows the obstruction, disturbance, or other such use of a public street, highway, or alley (including the sidewalk, if any) for an extended period of time and affecting a substantial portion of the public ways, as determined by the ((~~development service center manager~~)) Director of Development Services or their designee, said permit privileges will be established by the director in coordination with the ((~~street director~~)) Street Director. Each such request for an obstruction permit will be considered on its own merit, and the limits established with due consideration for the needs of the permittee and for the interests of the public.

B. Permits issued under this section are conditioned upon the permittee's continued safe maintenance of a temporary passageway for pedestrian use along the public way.

C. Said temporary passageway shall be a minimum of four feet wide and shall extend from available permanent sidewalks, walkways, or specified pedestrian routes in the areas immediately adjacent to the permit area.

D. Said temporary passageway shall be constructed of two-inch plank or other approved material laid lengthwise upon good and sufficient supports laid not more than three feet apart.

E. The location of joining the temporary passageway to the regular sidewalk or pedestrian route must be even. The entire passageway must have a sturdy barrier or railing at least four feet high or other safe design approved by the building official.

F. Where the temporary passageway abuts property with construction of structures higher than twenty feet, the passageway must be completely covered at a height of a least ten feet with two-inch plank or other approved material resting upon strong supporting joists well fastened and braced to strong posts on both sides.

G. Chapter 33 of the International Building Code as adopted by the City controls over this section.

Section 10. That Section 12.02.0724 of the Spokane Municipal Code is amended to read as follows:

Section 12.02.0724 Barriers and Traffic Control

A. In case any public way is dug up, excavated, undermined, disturbed, or obstructed, or any obstruction placed thereon, the permittee and/or person causing the same shall erect and maintain around the site a good and sufficient barrier, and shall also maintain lighted amber lights during every night from sunset to daylight, at each end and safely around such obstruction.

B. In cases where a permit allows for the encroachment upon or the closure of a traffic lane, the permittee will provide traffic-control measures as may be established by the ((~~development services center manager~~)) Director of Development Services or their designee and/or the ((~~director of the street department~~)) Street Director.

Section 11. That Section 12.02.0755 of the Spokane Municipal Code is amended to read as follows:

Section 12.02.0755 Bus Benches / Transit Shelter Located in the Public Right-of-way

A. Bus benches, transit shelters, and other similar facilities utilized for the benefit of patrons of public transportation may be placed in the public right-of-way pursuant to the approval of the City and under the direction of the ((~~development services center manager~~)) Director of Development Services or their designee.

B. Bus bench signs at designated public transportation stops located in the public right-of-way shall be permitted, provided, however, that such signs shall have any necessary permits and comply with all applicable regulations set forth in the Spokane Municipal Code, interlocal agreements with a public transportation authority, and/or other rules or requirements.

Section 12. That Section 13.03.0503 of the Spokane Municipal Code is amended to read as follows:

Section 13.03.0503 Oil/water Separators, Sand Traps.

Any commercial facility ((~~which~~)) that discharges petroleum and/or settleable granular particles wastes shall install an oil/water separator and/or sand trap as part of their sewer system, at the owner's expense and liability. Installation may be required for other facilities by the director, ((~~the building and planning department~~)) Development Services Department, or the health officer. Such commercial facilities include, but are not limited to, car washes, automotive repair/maintenance facilities, and petroleum stations. Design and construction shall be in accordance with the Side Sewer Installation Handbook and City Design Standards, and located as to be readily accessible for maintenance and

inspection.

Cross reference(s)((~~&mdash~~))Sewer construction regulations, SMC 13.03.0622.

Section 13. That Section 17A.010.070 of the Spokane Municipal Code is amended to read as follows:

Section 17A.010.070 Delegation of Administration

Except to the extent that state law requires municipal code enforcement personnel to be specifically qualified, every function, authority, and responsibility vested by this title in a particular officer is delegable.

A. Responsibility for the administration, application, and interpretation of these procedures pursuant to this title is as is set forth below.

1. The ((~~director of building services~~)) Director of Development Services or ((~~his/her~~)) their designee administers chapter 17E.050 SMC, Title 17F SMC, chapter 17G.010 SMC, Title 17I SMC, and the development codes.

2. The ((~~director of engineering services~~)) Director of Engineering Services or ((~~his/her~~)) their designee administers chapter 17D.020 SMC, chapter 17D.080 SMC, chapter 17E.010 SMC, chapter 17E.050 SMC, chapter 17G.080 SMC, Title 17H SMC, and the development codes.

3. The ((~~director of planning and economic development services~~)) Director of Planning Services or ((~~his/her~~)) their designee administers Title 17B SMC, Title 17C SMC, and chapter 17D.010 SMC, chapter 17D.080 SMC, chapter 17E.020 SMC, chapter 17E.030 SMC, chapter 17E.040 SMC, chapter 17E.050 SMC, chapter 17E.060 SMC, chapter 17E.070 SMC, chapter 17G.020 SMC, chapter 17G.030 SMC, chapter 17G.040 SMC, chapter 17G.061 SMC, chapter 17G.070 SMC, and chapter 17G.080 SMC.

4. The ((~~historic preservation officer~~)) Historic Preservation Officer or ((~~his/her~~)) their designee administers chapter 17D.040 SMC and chapter 17E.050 SMC.

5. The ((~~director of wastewater management~~)) Director of Wastewater Management administers chapter 17D.060 SMC and chapter 17D.090 SMC.

Section 14. That Section 17A.050.020 of the Spokane Municipal Code is amended to read as follows:

Section 17A.050.020 Procedure

A. Application.

Any person may request in writing the ((~~planning director's~~)) Director of Planning Services' interpretation of a code provision of Title 17 SMC when it pertains to a specific property or project by means of a request of administrative zoning determination. The ((~~director of building services~~)) Development Services, the ((~~planning and economic development services director~~)) Director of Planning Services, and the ((~~hearing examiner~~)) Hearing Examiner each have authority to interpret this title and may independently initiate an interpretation of any conflicting or unclear provisions of this title.

B. Multiple Applications.

If an application for an interpretation is associated with any land use application(s) subject to Title 17 SMC, then the application for the interpretation may be combined with the associated application(s) and is subject to the highest level of procedure that applies to any of the applications.

C. Codification.

To ensure that ((~~planning services director~~)) Director of Planning Services interpretations are applied consistently over time, the ((~~planning and economic development services director~~)) Director of Planning Services shall on an annual basis initiate an amendment to this code for the purpose of codifying the interpretations. This shall be done by amending interpreted code section constant with the interpretations in the administrative zoning determination.

D. Appeals

Any official interpretation of the provisions of Title 17 SMC may be appealed by any aggrieved party, pursuant to the appeal procedures set forth in SMC 17G.061.340.

Section 15. That Section 17C.111.245 of the Spokane Municipal Code is amended to read as follows:

Section 17C.111.245 Fences

A. Purpose.

The fence standards promote the positive benefits of fences without negatively affecting the community or endangering public or vehicle safety. Fences can create a sense of privacy, protect children and pets, provide separation from busy streets, and enhance the appearance of property by providing attractive landscape materials. The negative effects

of fences can include the creation of street walls that inhibit police and community surveillance, decrease the sense of community, hinder emergency access and the safe movement of pedestrians and vehicles, and create an unattractive appearance.

B. Types of Fences.

The standards apply to walls, fences, trellises, arbors, and screens of all types, whether open, solid, wood, metal, wire, masonry, or other material.

C. Location.

1. Front Lot Line

.

Fences up to forty-two inches high are allowed in required front lot line setbacks.

2. Sides and Rear Lot Line.

Fences up to six feet high are allowed in required sides or rear lot line setbacks. Except in an instance where a rear lot line joins the front lot line of another lot, the fence must be either:

a. forty-two inches high or less, or

b. right isosceles triangle having sides of seven feet measured along the right-of-way line of a side yard and the front property line.

3. Other.

The height for fences that are not in required building setbacks is the same as the height limits of the zone for detached accessory structures in Table 17C.111.205-2.

4. Alleys.

Fences shall not obstruct the clear width required in SMC 17H.010.130(G).

D. Reference to Other Standards.

Building permits are required by the ((~~building services department~~)) Development Services Department for all fences including the replacement of existing fences. A permit is not required to repair an existing fence.

E. Prohibited Fences.

1. No person may erect or maintain a fence or barrier consisting of or containing barbed, concertina, or razor wire in the R1, R2, RMF, or RHD zones. In the RA zone, up to three strands of barbed wire are allowed for

agricultural, farming, or animal uses.

2. No person may construct or maintain a fence or barrier charged with electricity in the R1, R2, RMF, or RHD zones. In the RA zone, the use is permitted for the containment of livestock only.

3. A fence, wall, or other structure shall not be placed within the public right-of-way without an approved covenant as provided in SMC 17G.010.160, and any such structure is subject to the height requirement for the adjoining setback.

4. Fence Setbacks.

a. Arterial Street.

No fence may be closer than twelve feet to the curb of an arterial street.

b. Local Access Street.

No fence may be closer than the back of the sidewalk on a local access street. If there is no sidewalk, the fence shall be setback seven feet behind the face of the curb of a local access street.

F. Enclosures for Pools, Hot Tubs, and Impoundments of Water.

1. To protect against potential drowning and near drowning by restricting access to pools, spas, and other impoundments of water, a person maintaining a swimming pool, hot tub, or other impoundment of water exceeding eighteen inches or more in depth and located on private property is required to construct and maintain an approved fence or other barrier as described in the currently adopted edition of the International Swimming Pool and Spa Code.

2. When a fence is elected as the preferred barrier, the following applies:

a. The required pool enclosure must be at least fifty-four inches high and may be a fence, wall, building, or other structure approved by the ((~~building services department~~)) Development Services Department.

b. If the enclosure is a woven wire fence, it is required to be built to discourage climbing.

c. No opening, except a door or gate, may exceed four inches in any dimension.

d. Any door or gate in the pool enclosure, except when part of the occupied dwelling unit, must have self-closing and self-locking equipment by which the door or gate is kept secure when not in use. A latch or lock release on the outside of the door or gate must be at least fifty-four inches above the ground.

G. Visibility at Intersections.

A fence, wall, hedge, or other improvement may not be erected or maintained at the corner of a lot so as to obstruct the view of travelers upon the streets.

1. Subject to the authority of the traffic engineer to make adjustments and special requirements in particular cases, all fences, vegetation, and other features within the Clear View Triangle defined in SMC 17A.020.030 shall be maintained to keep a vertical clear view zone between three and eight feet from ground level

Section 16. That Section 17C.120.310 of the Spokane Municipal Code is amended to read as follows:

Section 17C.120.310 Fences

A. Purpose.

The fence standards promote the positive benefits of fences without negatively impacting the community or endangering public or vehicle safety. Fences near streets are kept low in order to allow visibility into and out of the site and to ensure visibility for motorists. Fences in any required side or rear setback are limited in height so as ((~~to not~~)) not to conflict with the purpose for the setback.

B. Types of Fences.

The standards apply to walls, fences, and screens of all types, whether open, solid, wood, metal, wire, masonry, or other material.

C. Location, Height, and Design.

1. Street Setbacks.
No fence or other structure is allowed within twelve feet from the back of the curb, consistent with the required sidewalk width of SMC 17C.120.230.

a. Measured from Front Lot Line.
Fences up to three and one-half feet high are allowed in a required street setback that is measured from a front lot line.

b. Measured from a Side Lot Line.
Fences up to six feet high are allowed in a required setback that is measured from a side lot line.

2. Side and Rear Structure Setbacks.
Fences up to six feet high are allowed in required side or rear setbacks except when the side or rear setback abuts a pedestrian connection. When the side or rear setback abuts a pedestrian connection, fences are limited to three and one-half feet in height.

3. Not in Setbacks.
The height for fences that are not in required setbacks is the same as the regular height limits of the zone.

4. Sight-obscuring Fences and Walls.
Sight-obscuring fences, walls, and other structures over three and one-half feet high, and within fifteen feet of a street lot line are subject to SMC 17C.120.570, Treating Blank Walls – Building Design.

D. Prohibited Fences.

1. No person may erect or maintain a fence or barrier consisting of or containing barbed, razor, concertina, or similar wire except that in a CB or GC zone up to three strands of barbed wire may be placed atop a lawful fence exceeding six feet in height above grade.

2. No person may maintain a fence or barrier charged with electricity.

3. A fence, wall, or other structure shall not be placed within a public right-of-way without an approved covenant as provided in SMC 17G.010.160, and any such structure is subject to the height requirement for the adjoining setback.

4. No fence may be closer than twelve feet to the curb.

E. Visibility at Intersections.

1. A fence, wall, hedge, or other improvement may not be erected or maintained at the corner of a lot so as to obstruct the view of travelers upon the streets.

2. Subject to the authority of the traffic engineer to make adjustments and special requirements in particular cases, all fences, vegetation, and other features within the Clear View Triangle defined in SMC17A.020.030 shall be maintained to keep a vertical clear view zone between three and eight

feet from ground level above the curb.

F. Enclosures for Pools, Hot Tubs, or Ponds.

1. A person maintaining a swimming pool, hot tub, pond, or other impoundment of water exceeding five thousand gallons and eighteen inches or more in depth and located on private property is required to construct and maintain an approved fence by which the pool or other water feature is enclosed and inaccessible to small children.

2. The required pool enclosure must be at least fifty-four inches high and may be a fence, wall, building, or other structure approved by the ((~~building services department~~)) Development Services Department.

3. If the ((~~enclose~~)) enclosure is a woven wire fence, it is required to be built to discourage climbing.

4. No opening, except a door or gate, may exceed four inches in any dimension.

5. Any Door or gate in the pool enclosure, except when part of the occupied dwelling unit, must have self-closing and self-locking equipment by which the door or gate is kept secure when not in use. A latch or lock release on the outside of the door or gate must be at least fifty-four inches above the ground.

G. Reference to Other Standards.
Building permits are required by the ((~~building services department~~)) Development Services Department for all fences including the replacement of existing fences. A permit is not required to repair an existing fence

Section 17. That Section 17C.122.135 of the Spokane Municipal Code is amended to read as follows:

Section 17C.122.135 Fences

A. Purpose.

The fence standards promote the positive benefits of fences without adversely impacting the community or endangering public or vehicle safety. Fences near streets are kept low in order to allow visibility into and out of the site and to ensure visibility for motorists. Fences in any required side or rear setback are limited in height so as ((~~to not~~)) not to conflict with the purpose for the setback.

B. Type of Fences.

The standards apply to walls, fences, and screens of all types, whether open, solid, wood, metal, wire, masonry, or other material.

C. Location, Height, and Design.

1. Street Setbacks.

No fence or other structure is allowed within twelve feet from the back of the curb, consistent with the required sidewalk width of SMC 17C.130.230.

a. Measured From Front Lot Line.

Fences up to three and one-half feet high are allowed in a required street setback that is measured from a front lot line.

b. Measured From a Side Lot Line.

Fences up to six feet high are allowed in required setback that is measured from a side lot line.

c. Fences shall not reduce the required setback width of SMC 17C.130.210.

2. Side or Rear Structure Setbacks.

Fences up to six feet high are allowed in required side or rear setbacks except when the side or rear setback abuts a pedestrian connection. When the side or rear setback abuts a pedestrian connection, fences are limited to three and one-half feet in height.

3. Not In Setbacks.

The height for fences that are not in required setbacks is the same as the regular height limits of the zone.

4. Sight-obscuring Fences and Walls.

Any required or nonrequired sight-obscuring fences, walls, and other structures over three and one-half feet high, and within fifteen feet of a street lot line shall either be placed on the interior side of a L2 see-through buffer landscaping area at least five feet in depth (See chapter 17C.200 SMC, Landscaping and Screening), or meet the treatment of blank walls intent outlined in SMC 17C.122.060 – Initial Design Standards and Guidelines for Center and Corridors.

D. Prohibited Fences.

1. No person may erect or maintain a fence or barrier consisting of or containing barbed, razor, concertina, or similar wire except that up to three strands of barbed wire may be placed atop a lawful fence exceeding six feet in height above grade.

2. No person may maintain a fence or barrier charged with electricity.

3. A fence, wall, or other structure shall not be placed within a public right-of-way without an approved covenant as provided in SMC 17G.010.160, and any such structure is subject to the height requirement for the adjoining setback.

4. No fence may be closer than twelve feet to the curb.

E. Visibility at Intersections.

F. A fence, wall, hedge, or other improvement may not be erected or maintained at the corner of a lot so as to obstruct the view of travelers upon the streets.

1. Subject to the authority of the traffic engineer to make adjustments and special requirements in particular cases, all fences, vegetation, and other features within the Clear View Triangle defined in SMC17A.020.030 shall be maintained to keep a vertical clear view zone between three and eight feet from ground level

2. Enclosures for Pools, Hot Tubs, or Ponds.

3. A person maintaining a swimming pool, hot tub, pond, or other impoundment of water exceeding five thousand gallons and eighteen inches or more in ((~~a~~)) depth and located on private property is required to construct and maintain ((~~and~~)) an approved fence by which the pool or water feature is enclosed and inaccessible by small children.

4. The required pool enclosure must be at least fifty-four inches high and may be a fence, wall, building, or other structure approved by the building services department.

5. If the enclosure is a woven wire fence, it is required to be built to discourage climbing.

6. No opening, except a door or gate, may exceed four inches in any dimension.

7. Any door or gate in the pool enclosure, except when part of the occupied dwelling unit, must have self-closing and self-locking equipment by which

the door or gate is kept secure when not in use. A latch or lock release on the outside of the door or gate must be fifty-four inches above the ground.

8. Outside of the door or gate must be at least fifty-four inches above the ground.

G. Reference to Other Standards.

Building permits are required by the ((~~building services department~~)) Development Services Department for all fences including the replacement of existing fences. A permit is not required to repair and existing fence.

Section 18. That Section 17C.130.310 of the Spokane Municipal Code is amended to read as follows:

Section 17C.130.310 Fences

A. Purpose

The fence standards promote the positive benefits of fences without adversely impacting the community or endangering public or vehicle safety. Fences near streets are kept low in order to allow visibility into and out of the site and to ensure visibility for motorists. Fences in any required side or rear setback are limited in height so as ((~~to not~~)) not to conflict with the purpose for the setback.

B. Type of Fences

The standards apply to walls, fences, and screens of all types, whether open, solid, wood, metal, wire, masonry, or other material.

C. Location, Height, and Design

1. Street Setbacks.

No fence or other structure is allowed within twelve feet from the back of the curb, consistent with the required sidewalk width of SMC 17C.130.230.

a. Measured from Front Lot Line.

Fences up to three and one-half feet high are allowed in a required street setback that is measured from a front lot line.

b. Measured from a Side Lot Line.

Fences up to six feet high are allowed in required setback that is measured from a side lot line.

c. Fences shall not reduce the required setback width of SMC 17C.130.210.

2. Side or Rear Structure Setbacks.

Fences up to six feet high are allowed in required side or rear setbacks except when the side or rear setback abuts a pedestrian connection. When the side or rear setback abuts a pedestrian connection, fences are limited to three and one-half feet in height.

3. Not in Setbacks.

The height for fences that are not in required setbacks is the same as the regular height limits of the zone.

4. Sight-obscuring Fences and Walls.

Any required or non-required sight-obscuring fences, walls, and other structures over three and one-half feet high, and within fifteen feet of a street lot line shall be placed on the interior side of a L2 see-through buffer landscaping area at least five feet in depth (See chapter 17C.200 SMC, Landscaping and Screening).

D. Prohibited Fences

1. No person may erect or maintain a fence or barrier consisting of or containing barbed, razor, concertina, or similar wire except that up to three strands of barbed wire may be placed atop a lawful fence exceeding six feet in height above grade.

2. A fence, wall, or other structure shall not be placed within a public right-of-way without an approved covenant as provided in SMC 17G.010.160, and any such structure is subject to the height requirement for the adjoining setback.

3. No fence may be closer than twelve feet to the curb.

E. Electric Fences.

The construction and use of electric fences shall be allowed in the Heavy Industrial (HI) and Light Industrial (LI) zones only as provided in this section, subject to the following standards:

1. Permit.

Prior to the installation or use of any electrified fence, the property owner or tenants of the property upon which such fencing will be installed or used shall submit a completed application for review of such fencing as a building permit review to receive approval for the fence and electrical permits for the project. The application shall include:

a. Site plan showing the location of the protective barrier and the electrified fence on the property in relation to the property lines, walkways, existing buildings, and curb;

b. Fence details showing both the electrified fence and protective barrier, including all gates;

c. All supporting documentation from the electric fence manufacturer, equipment to be used, and certification of service from the monitoring provider.

2. IEC Standard 60335-2-76.

Unless otherwise specified herein, electric fences shall be constructed or installed in a conformance with the specifications set forth in International Electro technical Commission (IEC) Standard No. 60335-2-76.

3. Electrification.

a. The energizer for electric fences must be driven by a commercial storage battery or batteries not to exceed 12 volts DC. The storage battery is charged primarily by a solar panel. However, the solar panel may be augmented by a commercial trickle charger.

b. The electric charge produced by the fence upon contact shall not exceed energizer characteristics set forth in paragraph 22.108 and depicted in Figure 102 of IEC Standard No. 60335-2-76.

4. Perimeter fence or wall.

No electric fence shall be installed or used unless it is completely surrounded by a non-electrical fence or wall that is not less than six feet tall.

a. There shall be a space of four (4) to twelve (12) inches between the electric fence and the perimeter fence or wall.

b. Electric fences shall be subject to the screening requirements of SMC 17C.200.070 when installed adjacent to, across a street or alley from a non-industrial zone.

c. Electric Fences are subject to Street Frontage requirements prescribed in 17C.200.040 when installed along street frontage that is adjacent to or across the street from a non-industrial zone.

5. Location.

a. Electric fences shall be permitted on any non-residential outdoor storage areas.

b. Electric fences shall not be installed within one hundred fifty (150) feet of a property line for a residence, or from a school, or day care facility, unless the exterior perimeter non-electrified fence is covered with a solid covering (e.g. solid mesh, slats, etc.) to further prevent contact with the electric fence.

c. Electric fences shall not be installed within five (5) feet of a sidewalk, trail, or other pedestrian connection unless the exterior perimeter non-electrified fence is covered with a solid covering.

6. Height.

Electric fences shall have a minimum height of 8 feet and a maximum of 10 feet.

7. Warning signs.

Electric fences shall be clearly identified with warning signs that read: “Warning-Electric Fence” and contain icons that are universally understood at intervals of not less than thirty feet.

8. Electric fence burglar alarms shall be governed and permitted under Title 10 Regulation of Activities, Chapter 10.48 False Alarms.

9. Hours of activation.

Electric fences must only be energized during hours when the public does not have legal access to the protected property, except when personnel is available on-site to deactivate the electric fence.

10. Key Box.

a. Electric fences shall have installed a key box system in accordance with the Spokane Fire Department standards.

b. The electric fence controller and emergency key safe for the electric fence must be located in a single accessible location for the entire fence.

11. Fire Department Registration.

Prior to the installation or use of any electrified fence, the property owner or tenants of the property upon which such fencing will be installed or used shall submit a completed registration for such fencing to the Spokane Fire Department using forms provided by the Fire Chief.

12. Indemnification.

All applicants issued a permit to install or use an electric fence as provided in this chapter shall agree, as a condition of permit issuance, to defend, indemnify and hold harmless the City of Spokane and its agents, officers, consultants, independent contractors and employees from any and all claims, actions or proceedings, including but not limited to those arising out of any personal injury, including death, or property damage caused by the electric fence.

13. Emergency Access.

In the event that access by the City of Spokane Fire Department and/or Police Department personnel to a property where a permitted electric fence has been installed and is operating, is required due to an emergency or urgent circumstances, and the Knox Box or other similar approved device referred to in this section is absent or non-functional, and an owner, manager, employee, custodian or any other person with control over the property is not present to disable the electric fence, the fire or police personnel shall be authorized to disable the electric fence in order to gain access to the property. As a condition of permit issuance, all applicants issued permits to install or use an electric fence as provided in this section shall agree in writing to waive any and all claims for damages to the electric fence against the City of Spokane and/or its personnel under such circumstances.

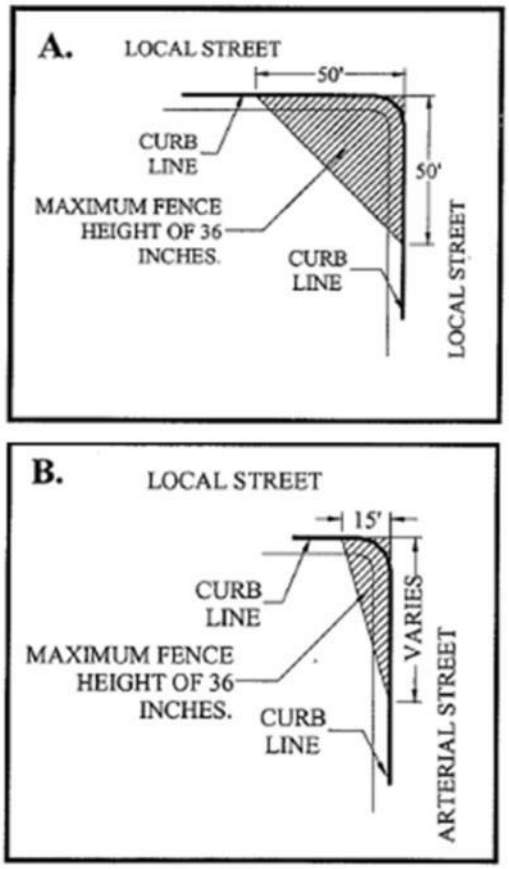
14. It shall be unlawful for any person to install, maintain or operate an electric fence in violation of this section.

F. Visibility at Intersections

1. A fence, wall, hedge, or other improvement may not be erected or maintained at the corner of a lot so as to obstruct the view of travelers upon the streets.

2. Subject to the authority of the traffic engineer to make adjustments and special requirements in particular cases, no fence exceeding a height of thirty-six inches above the curb may be inside the:

    a. right isosceles triangle having sides of fifty feet measured along the curb line of each intersecting residential street; or

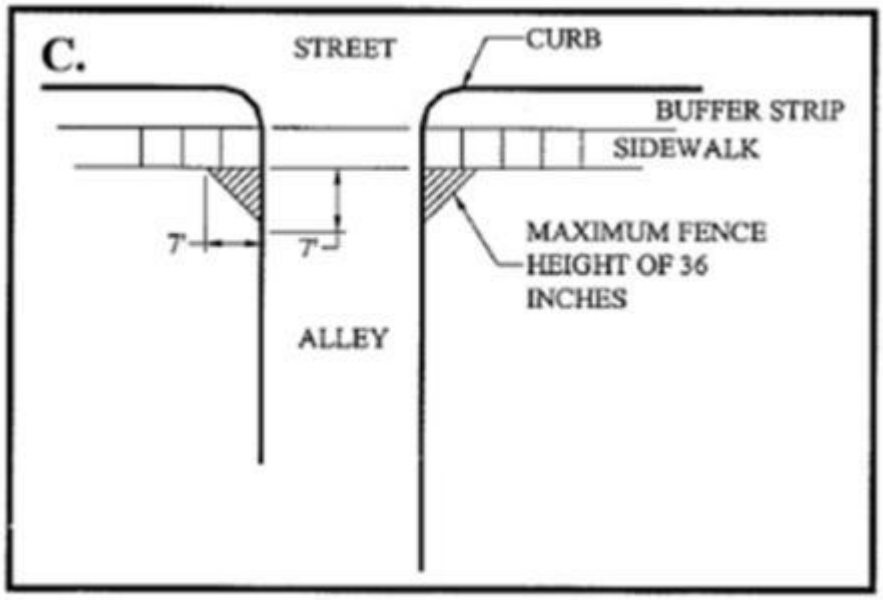


b. right triangle having a fifteen-foot side measured along the curb line of the residential street and a seventy-five foot side along the curb line of the intersecting arterial street, except that when the arterial street has a speed limit of thirty-five miles per hour, the triangle has a side along such arterial of one hundred twenty-two feet; or

c. right isosceles triangle having sides of seven feet measured along the right-of-way line of an alley and:

   i. the inside line of the sidewalk; or

   ii. if there is no sidewalk, a line seven feet inside the curb line.



G. Enclosures for Pools, Hot Tubs, or Ponds

1. A person maintaining a swimming pool, hot tub, pond, or other impoundment of water exceeding five thousand gallons and eighteen inches or more in depth and located on private property is required to construct and maintain an approved fence by which the pool or other water feature is enclosed and inaccessible by small children.

2. The required pool enclosure must be at least fifty-four inches high and may be a fence, wall, building or other structure approved by the building services department.

3. If the enclosure is a woven wire fence, it is required to be built to discourage climbing.

4. No opening, except a door or gate, may exceed four inches in any dimension.

5. Any door or gate in the pool enclosure, except when part of the occupied dwelling unit, must have self-closing and self-locking equipment by which the door or gate is kept secure when not in use. A latch or lock release on the outside of the door or gate must be at least fifty-four inches above the ground.

G. Reference to Other Standards

Building permits are required by the ((~~building services department~~)) Development Services Department for all fences including the replacement of existing fences. A permit is not required to repair an existing fence.

Section 19. That Section 17C.210.060 of the Spokane Municipal Code is amended to read as follows:

Section 17C.210.060 Nonconforming Uses – Conversion

A. A person may not change the use of a nonconforming use unless the change is to a conforming use, except as provided in this section.

B. In the residential, O, OR, NR, and NMU zones, a nonconforming use may, by conditional use permit from the ((~~hearing examiner~~)) Hearing Examiner, be changed to an equal or more compatible use so long as no new building, enlargement, or extensive alteration is involved.

C. In the CC-2, Downtown, CB, or GC and less restrictive zones, a nonconforming use may be changed to any use permitted in the zone wherein the nonconforming use is first permitted, except there can be no conversion to a use confined to the HI zone.

D. As an alternative to demolition and removal as required by this chapter, a building having a floor area, exclusive of any basement, in excess of one thousand five hundred feet and located in an R1 or R2 zone may be converted, by conditional use permit from the ((~~hearing examiner~~)) Hearing Examiner, to a multifamily residence complying with the RMF zone lot area requirements if the ((~~examiner~~)) Hearing Examiner finds the conversion will promote the purposes of this chapter and will not perpetuate any unduly detrimental condition.

1. The work of conversion under this subsection must be commenced within one year and completed within two years or the ((~~director of building services~~)) Director of Development Services will cause demolition and removal.

2. When the nonconforming building is of such construction as prevents its being moved or altered without major structural damage or substantial reduction of its usefulness, the ((~~hearing examiner~~)) Hearing Examiner may grant with the conditional use permit such lot area, building coverage, height or yard variances as necessary to allow conversion in a practical fashion and minimize the effect of the nonconforming use on the surrounding area.

Section 20. That Section 17C.210.070 of the Spokane Municipal Code is amended to read as follows:

Section 17C.210.070 Nonconforming Uses – Termination

A. Upon expiration of the nonconforming rights of a nonconforming use (because of discontinuance or expiration of conditional use permit, under SMC 17C.210.030, or because of substantial destruction under SMC 17C.210.040) the owner is required to convert it to a conforming use, or completely remove it, along with all structures, fences and signs, and clear the site as specified by the required demolition permit and the building code.

B. Upon expiration of the nonconforming rights of a use of open land, the owner is required to remove all material and equipment employed in the nonconforming use.

C. Removal of nonconforming uses must be commenced within one year and completed within two years after the ((~~director of building services~~)) Director of Development Services gives written notice to the owner of the property to terminate the unlawful use.

Section 21. That Section 17C.230.140 of the Spokane Municipal Code is amended to read as follows:

Section 17C.230.140 Development Standards

A. Purpose.

The parking area layout standards are intended to promote safe circulation within the parking area and provide for convenient entry and exit of vehicles.

B. Applicability.

The standards of this section apply to all vehicle areas, whether required or excess parking.

C. Improvements.

1. Paving.

In order to control dust and mud, all vehicle areas must be surfaced with a minimum all-weather surface. Such surface shall be specified by the ((~~city engineer~~)) City Engineer. Alternatives to the specified all-weather surface may be provided, subject to approval by the ((~~city engineer~~)) City Engineer. The alternative must provide results equivalent to paving. All surfacing must provide for the following minimum standards of approval:

a. Dust is controlled.

b. Stormwater is treated to City standards; and

c. Rock and other debris is not tracked off-site.

The applicant shall be required to prove that the alternative surfacing provides results equivalent to paving.

2. Striping.

All parking areas, except for stacked parking, must be striped in conformance with the parking dimension standards of this section, except parking for Single-Unit Residential Buildings, Accessory Dwelling Units, or Middle Housing developments of no more than six units.

3. Protective Curbs Around Landscaping.

All perimeter and interior landscaped areas directly adjacent to parking aisles, parking spaces, or an abutting sidewalk must have continuous, cast in place, or extruded protective curbs along the edges. Curbs separating landscaped areas from parking areas may allow stormwater runoff to pass through them. Tire stops, bollards, or other protective barriers may be used at the front ends of parking spaces. Curbs may be perforated or have gaps or breaks. Trees must have adequate protection from car doors as well as car bumpers. This provision does not apply to Single-Unit Residential Buildings, Accessory Dwelling Units, or Middle Housing developments of no more than six units.

D. Stormwater Management.

Stormwater runoff from parking lots is regulated by the ((~~engineering services department~~)) Engineering Services Department.

E. Parking Area Layout.

1. Access to Parking Spaces.

All parking areas, except stacked parking areas, must be designed so that a vehicle may enter or exit without having to move another vehicle.

2. Parking Space and Aisle Dimensions.

a. Parking spaces and aisles shall meet the minimum dimensions contained in Table 17C.230.140-1.

b. In all zones, on dead end aisles, aisles shall extend five feet beyond the last stall to provide adequate turnaround.

3. Parking for Disabled Persons.

The ((~~city building services department~~)) Development Services Department regulates the following disabled person parking standards and access standards through the building code and the latest ANSI standards for accessible and usable buildings and facilities:

a. Dimensions of disabled person parking spaces and access aisles.

b. The minimum number of disabled person parking spaces required.

c. Location of disabled person parking spaces and circulation routes.

d. Curb cuts and ramps, including slope, width, and location; and

e. Signage and pavement markings.

4. A portion of a standard parking space may be landscaped instead of paved, as follows:

a. The landscaped area may be up to two feet of the front of the space as measured from a line parallel to the direction of the bumper of a vehicle using the space, as shown in Figure 17C.230.140-1. Any vehicle overhang must be free from interference from sidewalks, landscaping, or other required elements.

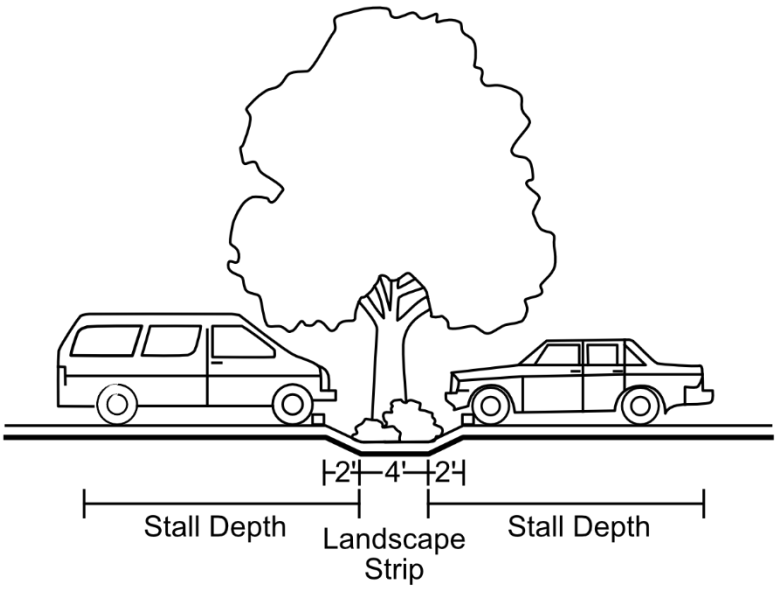


Figure 17C.230-3 Landscaped area at front of parking space

b. Landscaping must be ground cover plants; and

c. The landscaped area counts toward parking lot interior landscaping requirements and toward any overall site landscaping requirements. However, the landscaped area does not count toward perimeter landscaping requirements.

5. Engineering Services Department Review.

The ((~~engineering services department~~)) Engineering Services Department reviews the layout of parking areas for compliance with the curb cut and access restrictions of chapter 17H.010 SMC.

Table 17C.230.140-1
Minimum Parking Space and Aisle Dimensions [1, 2]

Angle (A)	Width (B)	Curb Length (C)	1-way Aisle Width (D)	2-way Aisle Width (D)	Stall Depth (E)
0° (Parallel)	8 ft.	20 ft.	12 ft.	20 ft.	8 ft.
30°	8 ft. 6 in.	17 ft.	12 ft.	20 ft.	15 ft.
45°	8 ft. 6 in.	12 ft.	12 ft.	20 ft.	17 ft.
60°	8 ft. 6 in.	9 ft. 9 in.	16 ft.	20 ft.	17 ft. 6 in.
90°	8 ft. 6 in.	8 ft. 6 in.	20 ft.	20 ft.	16 ft.

Notes:
[1] See Figure 17C.230.140-2.
[2] Dimensions of parking spaces for the disabled are regulated by the building code. See SMC 17C.230.140(E)(3).

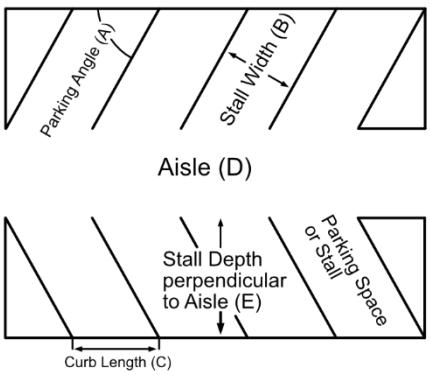
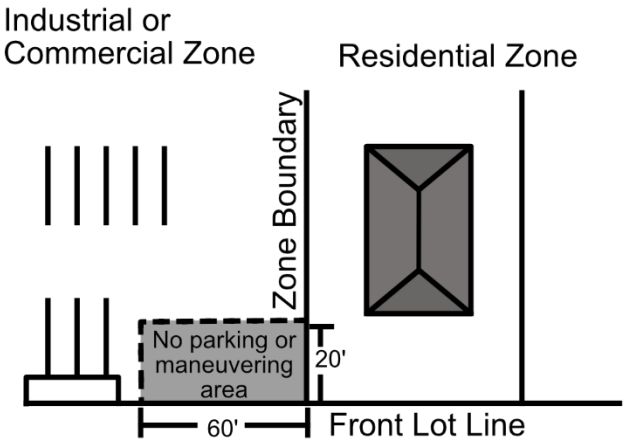


Figure 17C.230-4 Parking Dimension Factors

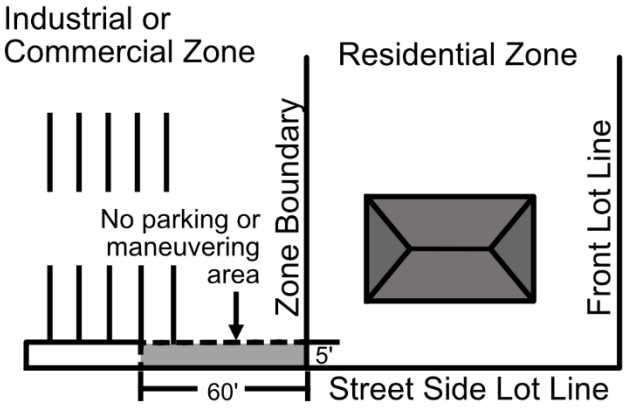
F. Parking Area Setbacks and Landscaping.

1. For parking areas on sites abutting residential zoning districts, parking spaces or maneuvering areas for parking spaces, other than driveways that are perpendicular to the street, are required to be setback a distance equal to the setback specified in SMC 17C.230.145(C)(1) of the adjacent

residential zoning district for the first sixty feet from the zoning district boundary (Figure 17C.230.140-3).



A. Setback adjacent to front lot line



B. Setback adjacent to street lot line.

Figure 17C.230-5 Parking Area Setback

2. All landscaping must comply with the standards of chapter 17C.200 SMC, Landscaping and Screening.

Section 22. That Section 17C.230.300 of the Spokane Municipal Code is amended to read as follows:

Section 17C.230.300 Loading

A. Purpose.

A minimum number of off-street loading spaces are required to ensure adequate

areas for loading for larger uses and developments. These standards ensure that the appearance of loading areas will be consistent with that of parking areas.

B. Loading Standards.

1. Number of Loading Spaces.

The number of loading spaces required is determined by the following table.

Building Uses Include	**Number of Loading Spaces Required for Amount of Each Use**
Less than fifty dwellings units	0
Fifty or more dwelling units	1
Less than twenty thousand square feet of non-residential use	0
Twenty thousand square feet to fifty thousand square feet of non-residential floor area	1
More than fifty thousand square feet of non-residential floor area	2

2. No loading spaces are required on a lot in the congested district((~~, as defined in~~ SMC 16A.04.010~~,~~)) which does not abut an alley.

C. Size of Loading Spaces.

Required loading spaces must be at least twenty-five feet long, ten feet wide, and have a clearance of fourteen feet, unless the ((~~director of building services~~)) Director of Development Services waives the height requirement for good cause.

D. Placement, Setbacks, and Landscaping.

Loading areas must comply with the setback and perimeter landscaping standards stated in chapter 17C.200 SMC, Landscaping and Screening. When parking areas are prohibited or not allowed between a building and a street, loading areas are also prohibited or not allowed.

E. Paving.

In order to control dust and mud, all loading areas must be paved.

Section 23. That Section 17C.300.140 of the Spokane Municipal Code is amended to read as follows:

Section 17C.300.140 ((~~ADU~~)) Accessory Dwelling Unit Expiration

A. Transfer.

In the case where a lot with an ((~~ADU~~)) accessory dwelling unit also has a Short-Term Rental under chapter 17C.316 SMC, an ((~~ADU~~)) accessory dwelling unit permit is not transferable to any other property or any other person except to the new owner of the subject property when the property will be owner occupied.

B. Expiration.

Approval of an ((~~ADU~~)) accessory dwelling unit expires when the:

1. accessory dwelling unit is altered and is thus no longer in conformance with the plans approved by the ((~~building services department~~)) Development Services Department; or

2. property ceases to maintain the required off-street parking spaces for the accessory and principal dwelling units; or

3. in the case where a lot with an ((~~ADU~~)) accessory dwelling unit also has a Short-Term Rental under chapter 17C.316 SMC, legal titleholder of the property ceases to own and reside in either the principal or the accessory dwelling unit.

Section 24. That Section 17D.010.020 of the Spokane Municipal Code is amended to read as follows:

Section 17D.010.020 Concurrency Review

A. Application.

All development permit applications are subject to a concurrency review except those exempted in SMC 17D.010.030. If a concurrency review is conducted for the preliminary plat application, no concurrency review shall be required for the final plat application.

B. Procedures.

The concurrency review will be performed in the processing of the development permit and conducted by the appropriate facility and service providers.

1. The ((~~planning and economic development services department~~)) Planning and Economic Development Services Department shall provide the overall coordination of the concurrency review by notifying the facility and service providers of all applications (not including applications for building permits which

shall be processed and coordinated by the ((~~building services department~~)) Development Services Department in a manner consistent with this chapter) requiring a concurrency review as set forth in subsection (A) of this section; notifying the facility and service providers of all exempted applications which use capacity as set forth in SMC 17G.061.120(B)(3); notifying the applicant of the review results; notifying the facility and service providers of the final outcome (approval or denial) of the development permit; and notifying the facility and service providers of any expired development permits or discontinued certificates of capacity. Failure by the notified facility and service provider to respond shall be construed as a finding that concurrency is met.

2. All facility and service providers shall be responsible for maintaining and monitoring their available and planned capacity.

3. On an annual basis, the Integrated Capital Management Department should coordinate with facility and service providers to identify projects that may be needed in order to accommodate future development and should incorporate such projects in the annual update of the City's Capital Improvement Program.

C. Review.

Development applications that would result in a reduction of a level of service below the minimum level of service standard cannot be approved. For public water, public wastewater (sewer and stormwater), solid waste disposal, and recycling, only available capacity will be used in the concurrency review. For transportation, police protection, fire protection, schools, parks and recreation, and libraries, available and planned capacity will be used in conducting the concurrency review.

1. If the capacity of concurrency facilities, either existing or as planned, is equal to or greater than the capacity required by the development permit ((~~to~~)), the concurrency review is satisfied.

2. If the concurrency review is not passed, the applicant may accept a ninety-day reservation of concurrency facilities that exist and:

a. modify the application to reduce the need for concurrency facilities that do not exist;

b. demonstrate to the service provider's satisfaction that the development will have a lower need for capacity than usual and, therefore, capacity is adequate;

c. arrange with the service provider for the provision of the additional capacity of concurrency facilities required; or

d. appeal the results of the concurrency review to the ((~~hearing examiner~~)) Hearing Examiner in accordance with the provisions of SMC 17D.010.050. The ninety-day

reservation period is tolled from the date an appeal is filed until the date the ((~~hearing examiner~~)) Hearing Examiner signs his written opinion.

D. Concurrency Inquiry

An inquiry may be made as to whether or not capacity exists within concurrency facilities without an accompanying request for a development permit.

1. Fee.

As set forth in SMC 8.02.0696, a fee may be charged for such concurrency review. Any available capacity cannot be reserved.

2. Capacity Letter.

Upon request, the Director of Engineering Services may issue a letter indicating whether capacity is available. Unless reserved through some other process or through a Development Agreement, such letter shall not be legally binding.

Section 25. That Section 17D.060.070 of the Spokane Municipal Code is amended to read as follows:

Section 17D.060.070 Enforcement Authority – Implementation

A. In accord with SMC 17A.010.070(A)(5), the term "director" in this chapter means the ((~~director of wastewater management~~)) Director of Wastewater Management. The ((~~director of wastewater management~~)) Director of Wastewater Management has overall enforcement authority for this chapter, including the authority to issue notices of infraction for violations related to this chapter, and may delegate authority to issue infractions to Wastewater Management staff or functions to other departments as desired. Actions of other officials listed in this chapter is subject to the overall approval of the ((~~director of wastewater management~~)) Director of Wastewater Management.

B. The ((~~engineering services department~~)) Engineering Services Department may enforce stormwater design standards and other applicable specifications relating to the design and installation of onsite stormwater facilities for commercial developments. Issuance of any permit or approval for commercial developments is conditioned upon acceptable documentation by a civil engineer licensed by the State of Washington of the following statements under penalty of perjury on such forms as may be supplied by the department:

1. That the engineer is familiar with all current City of Spokane onsite stormwater facility requirements.

2. That the engineer has personally inspected the stormwater facility site and that it fulfills the requirements applicable to the pending development; and

3. That the development meets or exceeds all applicable municipal requirements relating to onsite stormwater facilities and applicable stormwater and drainage control, as designed, installed, and functioning.

4. In lieu of such certification, the director may require an inspection for stormwater by municipal staff, services billed at an hourly rate of fifty dollars per hour, with a minimum charge of one hundred dollars, anticipating two inspections will be needed.

C. The ((~~building services department~~)) Development Services Department may enforce stormwater design standards and other applicable specifications for residential development. In addition to other applicable fees, a building permit applicant for residential development must pay full costs of services. It is anticipated that at least two inspections will be needed.

D. The ((~~wastewater management department~~)) Wastewater Management Department enforces maintenance requirements for onsite stormwater facilities after installation and determines any questions relating to proper functional level and efficiency of said facilities. Said department develops a record of onsite stormwater facilities locations and takes any enforcement action needed to keep them fully and efficiently functioning. Said department reviews plans or design specifications on file or otherwise accessible to determine the nature and extent of onsite stormwater facility requirements applicable to any specific premises, and may conduct further inquiry and/or site inspections as deemed necessary to enforce said requirements and this chapter.

E. In evaluating decisions under the chapter, the enforcing official may elect to submit any information available to an outside consultant or civil engineer licensed to practice in the State of Washington selected by the City for review at the City's expense. An applicant may likewise have such opinion further reviewed by an independent civil engineer licensed to practice in the State of Washington selected by applicant at the applicant's expense. All final decisions shall be at the enforcing official's sole discretion.

Section 26. That Section 17D.060.140 of the Spokane Municipal Code is amended to read as follows:

Section 17D.060.140 Runoff and Infiltration Controls

A. Runoff and infiltration controls apply in all areas of the City except where exempt or modified.

B. Unless otherwise specified, street and alley paving projects funded by local improvement districts are exempt from the provisions of SMC 17D.060.130 and SMC 17D.060.140.

C. Drainage plans shall be prepared and submitted for review and acceptance for all proposed plats and land disturbing activities prior to issuance of any permits for site disturbance, including but not limited to grading permits and building permits. The Director of Wastewater Management has the authority to waive requirements to the necessity for a drainage plan, but must do so in writing. Factors considered in the evaluation of a waiver request include, but are not limited to:

1. soil characteristics and depth,

2. number of lots,

3. infill development,

4. percent impervious area,

5. pass-through drainage,

6. history and trends of runoff-related problems,

7. depth to ground water.

D. With respect to drainage plans required under subsection (C) of this section:

1. the volume and rate of surface water runoff after new development shall be no greater than the runoff volume and rate leaving the site prior to development, unless the Director of Engineering Services approves the discharge of additional runoff based on a comprehensive drainage plan and down gradient impact study;

2. drainage plans for development proposals in SDDs shall not rely upon infiltration to accommodate the additional runoff resulting from the proposed development. However, approval to use infiltration in part or in whole may be granted by the Director of Engineering Services upon a showing, after assessing new, existing, and cumulative impacts from prior developments, that no adverse impact to the side, adjacent, or down gradient properties would occur;

3. drainage plans submitted for development proposals shall comply with the Spokane Regional Stormwater Manual and the City of Spokane Design Standards, as approved by and on file with the Director of Engineering Services, for the design of onsite stormwater facilities, including any

limitations applicable to any specific SDD;

4. drainage plans shall include identification of all properties to be reserved for onsite stormwater facilities and the location of all natural drainage systems.

E. The developer, property owner, or other responsible, authorized and designated entity acceptable to the Director of Wastewater Management (e.g., a homeowners association) shall be responsible for accepting and maintaining onsite stormwater facilities. The developer shall provide a perpetual maintenance plan, including funding mechanisms and appropriate financial security for such onsite stormwater facilities acceptable to the Director of Wastewater Management.

1. Any private stormwater facilities that receive post-construction stormwater runoff from new development or redevelopment projects which (a) were approved in 2011 or later, and (b) whose disturbance was one acre or more, or projects that were less than one acre and are part of a larger common plan of development or sale, shall be inspected annually by a qualified stormwater professional. Private property owners, or other responsible person, authorized and designated entity shall provide annual certification by a qualified third party that adequate maintenance has been performed and the facilities are operating as designed to protect water quality.

F. New plats shall expressly identify tracts of land devoted to the conveyance and/or disposal of stormwater flows. The location of all on-site stormwater facilities shall meet the requirements of the Spokane Regional Stormwater Manual.

G. Violations of this section shall be enforced as any other violation of this chapter.

Section 27. That Section 17D.060.220 of the Spokane Municipal Code is amended to read as follows:

Section 17D.060.220 Penalties – Further Remedies

A. Violations of this chapter are a violation of municipal stormwater facility standards and subject to penalties as provided in SMC ((~~1.05.160~~)) 01.05.151. Each day of a continuing violation is a new and separate violation.

B. Whenever a nuisance is abated by the City under this chapter, the director shall keep an accurate account of all expenses incurred, any accrued penalties, plus one hundred percent of the contractor's costs or other City costs for each nuisance abated.

C. When a property meets the conditions for costs or penalties as described in this section, the director may seek recovery of all charges in any manner authorized

by law. Remedies herein are in addition to and not in alternative of any other available remedies.

Section 28. That Section 17D.080.100 of the Spokane Municipal Code is amended to read as follows:

Section 17D.080.100 Payment of Fees

A. All developers who choose to pay an impact fee pursuant to this chapter make such payment at the time that the applicable development permit is issued. When a fee has been agreed to at the time of the preliminary plat approval (or other approval not requiring the immediate issuance of a building permit), the developer must agree that the impact fee will be adjusted at the time the development permit is issued in accordance with the appropriate construction price index.

B. The impact fee, initially calculated after application for a development permit, is recalculated at the time of payment if the development is modified or conditioned in such a way so as to alter the direct impact upon the public facilities.

C. A developer may obtain a preliminary determination of the impact fee before receiving approval for development by paying a processing fee, providing the department with the information needed to process the preliminary determination and attending a predevelopment conference or by consultation with the ((~~building services department~~)) Development Services Department.

Section 29. That Section 17D.090.040 of the Spokane Municipal Code is amended to read as follows:

Section 17D.090.040 Applicability

A. This chapter applies to all ground-disturbing activities whether or not a permit is required, unless such activities are otherwise exempted herein. As a condition of issuance of any permits involving activities or matters regulated by this chapter, compliance with the provisions of this chapter, including the referenced regulation manuals in SMC 17D.090.030 is required. All ground-disturbing activities that do not require a permit are also subject to this chapter, including referenced regulation manuals. Although a ground-disturbing activity may not require a permit from the City of Spokane, a permit may be required from state and/or federal agencies.

B. Wherever the requirements of this chapter apply to any other separate municipal permit authority, they are incorporated therein, as additional permit conditions. Such permit authority includes but is not limited to, building or other permits issued by the ((~~building services department~~)) Development Services Department, permits issued by the ((~~planning and economic development services department~~)) Planning and Economic Development Services Department, and

permits issued by the ((~~engineering services department~~)) Engineering Services Department.

C. Whenever conduct regulated by this chapter falls outside a specific municipal regulatory program, it is a violation of this chapter otherwise to engage in any conduct or refrain from acting in accord with the applicable requirements of this chapter.

D. No ground-disturbing activities shall occur on any property until all final grading, erosion sediment control and bonding requirements have been accepted by the director in ((~~accord~~)) accordance with this chapter. As used herein unless otherwise specified, "director" means the ((~~director of wastewater management~~)) Director of Wastewater Management. Said director may delegate functions as desired, subject to said official's overall authority as provided in SMC 17A.010.070(A)(5).

[Cross reference: SMC 17A.010.070, SMC 17D.090.190; Examples of affected permits: ((~~SMC 17F.040.070 and~~)) SMC 17F.040.080]

Section 30. That Section 17D.090.350 of the Spokane Municipal Code is amended to read as follows:

Section 17D.090.350 Penalties – Further Remedies

A. Violations of this chapter are a violation of municipal erosion and sediment control standards and subject to penalties as provided in SMC ((~~1.05.160~~)) 01.05.151. Each day of a continuing violation is a new and separate violation.

B. Whenever a nuisance is abated by the City under this chapter, the director shall keep an accurate account of all expenses incurred, any accrued penalties, plus one hundred percent of contractor's costs or other City costs for each nuisance abated.

C. When a property meets the conditions for costs or penalties as described in this section, the director may seek recovery of all charges in any manner authorized by law. Remedies herein are in addition to and not in alternative of any other available remedies.

Section 31. That Section 17F.010.080 of the Spokane Municipal Code is amended to read as follows:

Section 17F.010.080 Promulgation of Decision

A. Upon Hearing Under the existing Building and Conservation Code.

1. Copies of the findings and order of the ((~~building official~~)) Building Official are posted and served as provided in SMC 17F.010.050(A)(1)(a) and (b), upon all persons having a record interest in the property who have not disclaimed all interest. If, within the time allowed, no appeal is filed, a copy of the ((~~building official's~~)) Building Official's order is filed in the manner of a lis pendens in the office of the Spokane County ((~~auditor~~)) Auditor.

2. Copies of the findings and order of the ((~~hearing examiner~~)) Hearing Examiner are promulgated as provided in subsection (A)(1) of this section. If the order does not require action from which a lien in favor of the City may result, the ((~~building official~~)) Building Official files a cancellation of notice of lis pendens represented by this complaint under SMC 17F.010.050(A)(1)(c).

B. Without Hearing.

Unless otherwise provided by law, and subject to such rules as may be adopted, it is sufficient that the decision on an application under this chapter that does not involve a hearing be filed in the records of the agency and be summarized in writing to the applicant.

1. Building Permits.

Building permits (including such related permits as are described in SMC 17G.010.140) are issued based on the written application and accompanying plans, if any. When the ((~~department of building services~~)) Development Services Department requires modification of an application, it may either require the applicant to resubmit the application or indelibly mark the modification on the application. The work for which a permit is issued is identified by a mark of approval on the application documents, one set of which is retained in the department, and the other set of which is given to the applicant and kept at the site of the work until final inspection and approval.

2. Projecting Structures.

The projection into a public way is shown on the building permit application and plans. When the projection exceeds limits prescribed in Chapter 32 of the International Building Code, or the owner so requests, or the ((~~building official~~)) Building Official so elects, the projection is authorized by the ((~~city council~~)) City Council in the form of an easement which is filed of record in the ((~~county auditor's~~)) Spokane County Auditor's office.

3. Sidewalk Openings.

A permit to install a sidewalk opening is based upon the written application and accompanying plans. When the ((~~engineering services department~~)) Engineering Services Department requires modification of an application, it may either require the applicant to resubmit the application or indelibly mark the modification on the application.

The details of the installation are evidenced by a mark of approval on the application documents, the original of which is kept on file in the ((~~engineering services department~~)) Engineering Services Department, and a copy of which is kept by the applicant at the work site.

4. Fences, Hedges, etc.

The agreement whereby the property owner covenants to remove the encroachment from and restore the right-of-way is filed of record in the ((~~county auditor's~~)) Spokane County Auditor's office.

5. Blaster's License.

The contractor's bond and liability insurance certificate are filed in the ((~~engineering services department~~)) Engineering Services Department, and a copy of the license is furnished to the fire official.

6. Boiler Operator's License.

((~~Engineer's~~)) Engineers', boiler ((~~operator's~~)) operators', and ((~~fireman's~~)) firemen's licenses are conspicuously displayed in the room where the boiler or steam plant to which the license applies is located.

7. Blasting Permit.

A copy of the blasting permit is furnished to the fire official and to such other departments as the ((~~city engineer~~)) City Engineer deems appropriate in the particular case.

8. Building Moving Permit.

Notice that the permit is to be issued as applied for is given by the ((~~department of building services~~)) Development Services Department to the ((~~engineering services department~~)) Engineering Services Department, ((~~traffic division,~~)) ((~~police department~~)) Spokane Police Department and the ((~~utilities~~)) Public Works Division which have received a copy of the application. The original of the permit is given to the applicant, and a copy is retained ((~~in~~)) by the ((~~department of building services~~)) Development Services Department. Bond and insurance documents, if any, are filed with the ((~~department of building services~~)) Development Services Department.

9. Environmental Policy Act.

The proponent of a proposal to which the City has taken action may publish notice of the action by publication on the same day of the week for two consecutive weeks in a legal newspaper of general circulation, by filing notice with the ((~~state department of ecology~~)) Washington State Department of Ecology at its main office, and by mailing through regular first-class mail a notice to the record owners of each parcel adjoining the site or

by posting notice conspicuously on the site.

Section 32. That Section 17F.030.020 of the Spokane Municipal Code is amended to read as follows:

Section 17F.030.020 Definitions

A. ((“Accident” shall mean a failure of the boiler or unfired pressure vessel resulting in personal injury or property loss or an event which renders a boiler or unfired pressure vessel unsafe to return to operation.

B. “Approved” means approved by the boiler inspector. (SMC 17F.030.150).

C. "ASME Code” is the boiler and pressure vessel code of the American Society of Mechanical Engineers with the amendments thereto made and approved by the council of the society which have been adopted.

D. "Automatic operation of a boiler" means full automatic control of all water, fuel, temperature and pressure within the limits set. Controls must be such that the operation follows the demand without interruption. Manual reset may be required when the burner is off because of low water, flame failure, power failure, high temperatures or pressures.

E. "Board" refers to the board of examiners provided in SMC 4.06.110.

F. "Boiler" means a closed vessel used for heating water or other liquid or for generating steam or vapor by direct application of heat from combustible fuels or electricity.

G. "Boiler code" is the Spokane boiler and pressure vessel code, chapter 17F.030 SMC.

H. “BTU" means BTU input firing rate or the BTU input in British thermal units.

I. "City boiler inspector" means a boiler and pressure vessel inspector employed by the City of Spokane.

J. “Certificate of competency" is a certificate issued by the state board of boiler rules to a person who has passed an examination prescribed by the board, or issued by another state having the same qualification and examination standards as the Washington state board of boiler rules.

K. "Commission" means a commission, issued by the National Board of Boiler and Pressure Vessel Inspectors issued to a person holding a valid certificate of competency, which authorizes the person to perform inspections of boilers and/or

~~unfired pressure vessels.~~

~~L. "Condemned boiler or unfired pressure vessel" means a boiler or unfired pressure vessel that has been inspected and declared unsafe or disqualified by legal requirements by an inspector who has applied a stamping or marking designating its condemnation.~~

~~M. "Corrosion" shall mean the destruction or deterioration of a material that results from a reaction with its environment.~~

~~N. "Department" means the City of Spokane development services center.~~

~~O. "Domestic and/or residential purposes" means serving a private residence or an apartment house of less than six families.~~

~~P. "External inspection" is an inspection made while a boiler or vessel is in operation and includes the inspection and demonstration of controls and safety devices required by this chapter.~~

~~Q. "Historical boilers and unfired pressure vessel" shall mean nonstandard boilers and pressure vessels including steam tractors, traction engines, hobby steam boilers, portable steam boilers, and other such boilers or pressure vessels that are preserved, restored, and maintained only for demonstration, viewing, or educational purposes. They do not include miniature hobby boilers as described in RCW 70.79.070.~~

~~R. "Indirect water heater" shall mean a closed vessel appliance used to heat water for use external to itself, which includes a heat exchanger used to transfer heat to water from an external source. The requirements and limits described above shall apply.~~

~~S. "Internal inspection" is an inspection made when the boiler or unfired pressure vessel is shut down and the hand holes, manholes or other inspection openings are open or removed for examination of the interior. An external ultrasonic examination of unfired pressure vessels thirty-six inches inside diameter and under constitutes an internal inspection.~~

~~T. "Low-pressure boiler" is a steam or vapor boiler operating at a pressure not exceeding fifteen psig or a boiler in which water or other fluid is heated and intended for operation at pressures not exceeding one hundred sixty psig or temperatures not exceeding two hundred fifty degrees Fahrenheit by the application of energy from the combustion of fuels or from electricity, solar or nuclear energy including lined portable heaters.~~

U. "Nationwide engineering standard" means a nationally accepted design method, formulae and practice acceptable to the board.

V. "NBIC" means the National Board Inspection Code of the National Board of Boiler and Pressure Vessel Inspectors with addenda and revisions thereto made and approved by the national board and adopted by the board of boiler examiners for the City.

W. "Nonstandard boiler or unfired pressure vessel" means a boiler or unfired pressure vessel that does not bear the markings of the codes adopted in SMC 17F.030.010 and WAC 296-104-200.

X. "Pool heaters" shall mean a gas, oil, or electric appliance that is used to heat water contained in swimming pools, spas, and hot tubs.

1. Pool heaters with energy input equivalent to 399,999 Btu/hr (117.2kw) or less shall be manufactured and certified to ANSI Z21.56, UL1261, CSA 4.7 or equivalent manufacturing standards, as approved by the City inspector, and are excluded from the limit and control devices requirements of WAC 296-104-300 through 294-104-303.
2. Pool heaters with energy input of four hundred thousand Btu/hr and above shall be stamped with an ASME Section IV Code symbol, and the requirements of WAC 296-104-300 through 296-104-303 shall apply.
3. Pool heaters open to the atmosphere are excluded.

Y. "Owner/user" means a person, firm or corporation owning or operating any boiler or unfired pressure vessel within the city.

Z. "Place of public assembly" or "assembly hall" means a building or portion of a building used for the gathering together of fifty or more persons for such purposes as deliberation, education, instruction, worship, entertainment, amusement, drinking or dining, or awaiting transportation. The term also includes child care centers (those agencies which operate for the care of thirteen or more children), public and private hospitals and nursing and boarding homes.

AA. "Power boiler" ("high-pressure boiler") is a boiler in which steam or other vapor is generated at a pressure of more than fifteen psig for use external to itself or a boiler in which water or other fluid is heated and intended for operation at pressures in excess of one hundred sixty psig and/or temperatures in excess of two hundred fifty degrees Fahrenheit by the direct application of energy from the combustion of fuels or from electricity, solar, or nuclear energy.

BB. "Reinstalled boiler or pressure vessel" means a boiler or unfired pressure vessel removed from its original setting and reset at the same location or at a new location without a change of ownership.

~~CC. "Rental boiler" means any power or low-pressure heating boiler that is under a rental contract between owner and user.~~

~~DD. "Second-hand boiler or unfired pressure vessel" means a boiler or unfired pressure vessel of which both the location and ownership have changed after its primary installation.~~

~~EE. "Small high-pressure boiler" means a boiler with an operating pressure exceeding fifteen psig steam, but not exceeding one hundred fifty psig and having less than eight hundred thousand BTU input.~~

~~FF. "Special design" means a design using nationally or intentionally recognized engineering standards other than the codes adopted in SMC 17F.030.010 and WAC 296-104-200.~~

~~GG. "Special inspector" is an inspector holding a state of Washington commission identified under RCW 70.79.130.~~

~~HH. "Standard boiler or unfired pressure vessel" means a boiler or unfired pressure vessel which bears the markings of the codes adopted in SMC 17F.030.010.~~

~~II. "Unfired pressure vessel" is a closed vessel such as air tanks, chiller receivers, hot water storage tanks, expansion tanks, steam cookers, etc under pressure excluding:~~

~~1. Fired process tubular heaters;~~
~~2. Pressure containers which are integral parts of components of rotating or reciprocating mechanical devices where the primary design considerations and/or stresses are derived from the functional requirements of the device;~~
~~3. Piping whose primary function is to transport fluids from one location to another;~~
~~4. Those vessels defined as low-pressure heating boilers or power boilers.~~

~~JJ. "Unfired steam boiler" means a pressure vessel in which steam is generated by an indirect application of heat, not including pressure vessels known as evaporators, heat exchangers or vessels in which steam is generated by the use of heat resulting from the operation of a processing system containing a number of pressure vessels, such as used in the manufacture of chemical and petroleum products, which will be classed as unfired pressure vessels.~~

~~KK. "Water heater" means a closed vessel used for heating water by direct application of heat from combustible fuels or electricity with a nominal water-containing capacity of one hundred twenty gallons or less, having a heat input not exceeding two hundred thousand BTU per hour and operating temperature not exceeding two hundred ten degrees Fahrenheit.~~))

Term	Definition
Accident	means a failure of the boiler or unfired pressure vessel resulting in personal injury or property loss, or an event which renders a boiler or unfired pressure vessel unsafe to return to operation.
Approved	means approved by the boiler inspector. (SMC 17F.030.150).
ASME Code	is the boiler and pressure vessel code of the American Society of Mechanical Engineers, with the amendments thereto made and approved by the council of the society, which have been adopted.
Automatic operation of a boiler	means full automatic control of all water, fuel, temperature and pressure within the limits set. Controls must be such that the operation follows the demand without interruption. Manual reset may be required when the burner is off because of low water, flame failure, power failure, high temperatures or pressures.
Boiler	means a closed vessel used for heating water or other liquid or for generating steam or vapor by direct application of heat from combustible fuels or electricity.
Boiler Code	Spokane Boiler and Pressure Vessel Code, chapter 17F.030 SMC.
BTU	means BTU input firing rate or the BTU input in British thermal units.
City boiler inspector	means a boiler and pressure vessel inspector employed by the City of Spokane.
Certificate of competency	is a certificate issued by the Washington State Board of Boiler Rules to a person who has passed an examination prescribed by the board, or issued by another state having the same qualification and examination standards as the Washington State Board of Boiler Rules.
Commission	means a commission, issued by the National Board of Boiler and Pressure Vessel Inspectors issued to a person holding a valid certificate of competency, which authorizes the person to perform

	inspections of boilers and/or unfired pressure vessels.
Condemned boiler or unfired pressure vessel	means a boiler or unfired pressure vessel that has been inspected and declared unsafe or disqualified by legal requirements by an inspector who has applied a stamping or marking designating its condemnation.
Corrosion	means the destruction or deterioration of a material that results from a reaction with its environment.
Department	means the City of Spokane Development Services Department
Domestic and/or residential purposes	means serving a private residence or an apartment house of less than six families.
External inspection	is an inspection made while a boiler or vessel is in operation and includes the inspection and demonstration of controls and safety devices required by this chapter.
Historical boilers and unfired pressure vessel	means nonstandard boilers and pressure vessels, including steam tractors, traction engines, hobby steam boilers, portable steam boilers, and other such boilers or pressure vessels that are preserved, restored, and maintained only for demonstration, viewing, or educational purposes. They do not include miniature hobby boilers as described in RCW 70.79.070.
Indirect water heater	means a closed vessel appliance used to heat water for use external to itself, which includes a heat exchanger used to transfer heat to water from an external source. The requirements and limits described above shall apply.
Internal inspection	is an inspection made when the boiler or unfired pressure vessel is shut down, and the hand holes, manholes, or other inspection openings are open or removed for examination of the interior. An external ultrasonic examination of unfired pressure vessels thirty-six inches inside diameter and under constitutes an internal inspection.

Low-pressure boiler	is a steam or vapor boiler operating at a pressure not exceeding fifteen psig or a boiler in which water or other fluid is heated and intended for operation at pressures not exceeding one hundred sixty psig or temperatures not exceeding two hundred fifty degrees Fahrenheit by the application of energy from the combustion of fuels or from electricity, solar or nuclear energy including lined portable heaters.
Nationwide engineering standard	means a nationally accepted design method, formulae and practice acceptable to the board.
NBIC	means the National Board Inspection Code of the National Board of Boiler and Pressure Vessel Inspectors, with addenda and revisions thereto made and approved by the national board and adopted by the City.
Nonstandard boiler or unfired pressure vessel	means a boiler or unfired pressure vessel that does not bear the markings of the codes adopted in SMC 17F.030.010 and WAC 296-104-200.
Pool Heaters	means a gas, oil, or electric appliance that is used to heat water contained in swimming pools, spas, and hot tubs. • Pool heaters with energy input equivalent to 399,999 Btu/hr (117.2kw) or less shall be manufactured and certified to ANSI Z21.56, UL1261, CSA 4.7 or equivalent manufacturing standards, as approved by the City inspector, and are excluded from the limit and control devices requirements of WAC 296-104-300 through 294-104-303. • Pool heaters with energy input of four hundred thousand Btu/hr and above shall be stamped with an ASME Section IV Code symbol, and the requirements of WAC 296-104-300 through 296-104-303 shall

	apply. • Pool heaters open to the atmosphere are excluded.
Owner/user	means a person, firm, or corporation owning or operating any boiler or unfired pressure vessel within the city of Spokane.
Place of public assembly/assembly hall	means a building or portion of a building used for the gathering together of fifty or more persons for such purposes as deliberation, education, instruction, worship, entertainment, amusement, drinking or dining, or awaiting transportation. The term also includes child care centers (those agencies that operate for the care of thirteen or more children), public and private hospitals, and nursing and boarding homes.
Power boiler ("high-pressure boiler")	is a boiler in which steam or other vapor is generated at a pressure of more than fifteen psig for use external to itself or a boiler in which water or other fluid is heated and intended for operation at pressures in excess of one hundred sixty psig and/or temperatures in excess of two hundred fifty degrees Fahrenheit by the direct application of energy from the combustion of fuels or from electricity, solar, or nuclear energy.
Reinstalled boiler or pressure vessel	means a boiler or unfired pressure vessel removed from its original setting and reset at the same location or at a new location without a change of ownership.
Rental boiler	means any power or low-pressure heating boiler that is under a rental contract between owner and user.
Second-hand boiler or unfired pressure vessel	means a boiler or unfired pressure vessel of which both the location and ownership have changed after its primary installation.
Small high-pressure boiler	means a boiler with an operating pressure exceeding fifteen psig steam, but not exceeding one hundred fifty psig and having less than eight hundred thousand BTU input.
Special design	means a design using nationally or intentionally recognized engineering

	standards other than the codes adopted in SMC 17F.030.010 and WAC 296-104-200
Special inspector	is an inspector holding a state of Washington commission identified under RCW 70.79.130.
Standard boiler or unfired pressure vessel	means a boiler or unfired pressure vessel which bears the markings of the codes adopted in SMC 17F.030.010.
Unfired pressure vessel	is a closed vessel such as air tanks, chiller receivers, hot water storage tanks, expansion tanks, steam cookers, etc under pressure, excluding: 1. Fired process tubular heaters; 2. Pressure containers which are integral parts of components of rotating or reciprocating mechanical devices where the primary design considerations and/or stresses are derived from the functional requirements of the device; 3. Piping whose primary function is to transport fluids from one location to another; 4. Those vessels defined as low-pressure heating boilers or power boilers.
Unfired steam boiler	means a pressure vessel in which steam is generated by an indirect application of heat, not including pressure vessels known as evaporators, heat exchangers or vessels in which steam is generated by the use of heat resulting from the operation of a processing system containing a number of pressure vessels, such as used in the manufacture of chemical and petroleum products, which will be classed as unfired pressure vessels.
Water heater	means a closed vessel used for heating water by direct application of heat from combustible fuels or electricity with a

	nominal water-containing capacity of one hundred twenty gallons or less, having a heat input not exceeding two hundred thousand BTU per hour and operating temperature not exceeding two hundred ten degrees Fahrenheit.

Section 33. That Section 17F.030.040 of the Spokane Municipal Code is amended to read as follows:

Section 17F.030.040 Installation Permit

No person may install or allow to be installed within the City any boiler or pressure vessel without an installation permit from the ((~~building services department~~)) Development Services Department. The fee for each permit and for other activities related to the enforcement of this chapter shall be as set forth in SMC 8.02.030.

Section 34. That Section 17F.040.085 of the Spokane Municipal Code is amended to read as follows:

Section 17F.040.085 Sublevel Construction Controls

A. Sublevel design and construction controls as set forth in below((~~,~~)) shall apply in all SDDs, except where expressly exempted pursuant to SMC 17D.060.170.

   1. This exemption may apply to a subdivision as a whole or to individual lots.

   2. In specific cases restrictions on building location or other conditions may be imposed as a condition of exemption.

   3. Exemptions shall be supported by a sublevel geotechnical study.

      a. The requirement for a geotechnical study may be waived by the ((~~director of building services~~)) Director of Development Services upon a showing that the purpose and findings set forth in SMC 17D.060.010 are adequately addressed.

   4. If an exemption is granted the conditions set forth in subsection (C) of this section do not apply.

B. Sublevel structures shall be defined as any finished or unfinished floor level of any structure, or addition thereto, that is not elevated a minimum of twelve inches above the highest elevation of finished grade.

1. “Finished grade” is defined as the elevation of an imaginary line located a distance of five feet from the perimeter of the foundation of the structure.
2. Garages and paved driveway access from the garage shall be exempt from the finished grade requirement.
3. The structure shall meet all requirements of the International Building Code, as adopted by the City of Spokane, for drainage and slope setback. Non-exempt sublevel structures will not be permitted unless requirements set forth in subsection (C) of this section are met.

C. Sublevel Structure Requirements.

1. A site-specific geotechnical analysis shall be performed by a civil engineer currently licensed in the State of Washington qualified in geotechnical engineering. The geotechnical engineer shall consider subsurface information accessible from the City of Spokane and Spokane County for surrounding properties in the evaluation of the feasibility of the construction of sublevel structures. In reviewing the sufficiency of submissions under this provision, the director may also consider information and prior geotechnical subsurface studies presented at the time of platting or in other earlier development phases. A party may also request consideration of pre-approval of the requirements of this section at the time of platting or an earlier development phase if sufficient information is available.
2. Sublevel structures shall be designed by an architect registered with the State of Washington or a civil engineer licensed to practice in the State of Washington (design professional). The design shall incorporate current engineering practices and technology (e.g., sub-surface drains, sealant, and positive drainage away from the structure), and the recommendations of the geotechnical study, if any.
    a. The design professional or permit holder shall conduct an inspection to evaluate and assess that the sublevel construction conforms to the design. The City shall provide a form for documenting such an assessment.
3. The City, its officers, and employees shall not be responsible for nor assume any liability for any claim for loss or liability arising out of flooding, drainage, or surface or subsurface water problems resulting from construction upon and/or landscaping of the property in question.

Section 35. That Section 17F.060.020 of the Spokane Municipal Code is amended to read as follows:

Section 17F.060.020 Installation Permit

A. No person may construct, erect, place, install, or alter any elevator, dumb waiter, escalator, temporary personnel hoist, platform lift, stair climber, material lift or moving walk or related equipment without first securing a permit from the ((~~building services department~~)) Development Services Department.

B. The applicant for a permit must file with the inspector a copy of the plans and specifications showing details of the new installation or addition to an existing installation. Submitted plans are also reviewed by ((~~City of Spokane Plans Reviewers~~)) the Development Services Department for compliance with other adopted codes.

Section 36. That Section 17F.070.420 of the Spokane Municipal Code is amended to read as follows:

Section 17F.070.420 Complaint – Content

A. Whenever the building inspector, upon inspection and any other investigation as may be done, finds a building or premises to be in violation of this chapter, he prepares a written complaint:

1. specifying the violations; and
2. stating his determination that the property is a boarded-up building, substandard building, unfit building, or otherwise a public nuisance; and
3. giving notice of a hearing before the ((~~director of building services~~)) Building Official at a time and place stated; and
4. advising that any interested person may file an answer to the complaint and appear and be heard at the hearing; and
5. advising that a copy of the complaint will be filed of record in the office of the ((~~Spokane County auditor~~)) Spokane County Auditor.

B. Whenever the building inspector and fire inspector, upon investigation, find a building or portion to be in violation of the requirements of this chapter for apartment and hotel buildings over two stories in height, they prepare an inspection report:

1. containing a detailed list of deficiencies, including citations to the appropriate code or regulation sections;
2. giving a timetable for correction; and
3. requiring a written response or notice of appeal within thirty days.

Section 37. That Section 17F.070.440 of the Spokane Municipal Code is amended to read as follows:

Section 17F.070.440 ((~~Departmental~~)) Building Official Hearing

A. Unless arrangements satisfactory to the ((~~director of building services~~)) Building Official are made for the repair, vacation, demolition, or other necessary disposition of the property prior to the time fixed in the complaint under SMC 17F.070.420(A) for the hearing, the ((~~director~~)) Building Official holds a hearing. Based on the complaint, any answer to the complaint and any evidence presented, the ((~~director~~)) Building Official:

1. determines whether the building is boarded up, substandard, unfit, abandoned, or otherwise a nuisance and subject to an annual hearing processing fee. This fee may be assessed annually after a hearing to determine if the building remains as a boarded up, substandard, unfit, abandoned, or nuisance. The ((~~building official~~)) Building Official may also assess the annual monitoring fee if the building is abandoned, unsecured, or otherwise a nuisance;

2. determines what action must be taken by the owner (such as repair and rehabilitation, vacation, demolition) to render the property in compliance with this chapter; and

3. after the hearing, prepares in writing findings in support of ((~~his~~)) their determinations and an order directing the owner to take specified corrective action within a specified time.

B. An interested person may appeal an inspection report regarding apartment and hotel buildings over two stories in height under SMC 17F.070.420(B) to the ((~~director of building services~~)) Building Official and fire official by filing, within thirty days of service, with the ((~~director~~)) Building Official a written notice of appeal, specifying the provisions appealed from and the grounds of the appeal. If an appeal is filed, the ((~~director~~)) Building Official and fire official set a time and place for hearing, within fifteen days unless otherwise agreed to, and advise the appellant by any appropriate means. Based on the evidence at the hearing the ((~~director~~)) Building Official and the fire official may:

1. affirm or reverse the findings or rulings in the inspection report;

2. grant a variance; or

3. make some adjustment of the required corrective action or the time for corrective action, imposing such conditions as necessary to assure reasonable safety.

Section 38. That Section 17F.070.450 of the Spokane Municipal Code is amended to read as follows:

Section 17F.070.450 Effect of Hearing Order

A. The order made at the hearing before the ((~~director of building services~~)) Building Official under SMC 17F.070.440(A) and the order upon the appeal hearing before the ((~~director of building services~~)) Building Official and fire official under SMC 17F.070.440(B), and the notice of right of appeal, are served upon the parties in the manner provided in SMC 17F.010.050.

B. If no appeal be filed from the order of the ((~~director~~)) Building Official within the time allowed, the ((~~building services department~~)) Development Services Department files a certified copy of the order with the ((~~county auditor~~)) Spokane County Auditor as a supplement to the lis pendens previously filed. Thereafter such final order serves as a basis for any further judicial or administrative action, including the assessment against the property of any costs and expenses of the ((~~city~~)) City in taking action to effect the order and bring the property into compliance.

Section 39. That Section 17F.080.050 of the Spokane Municipal Code is amended to read as follows:

Section 17F.080.050 Fire Equipment Permit

A. In addition to any building, electrical, plumbing, or other permit issued by the ((~~building services department~~)) Development Services Department, a person needs a permit from the fire official to install, alter, or repair required fire protection or fire detection systems or equipment ((~~which~~)) that is regulated by this code.

    1. The equipment to which this section applies includes, but is not limited to, any:

        a. Code-required fire alarm,

        b. Sprinkler,

        c. Standpipe,

        d. Range hood, or

        e. Other extinguishing system.

    2. Non-required systems are further defined below.

    3. A permit shall not be issued until payment of the permit fee, approval of plans where required, and payment of the appropriate plan check fee.

4. If the Washington State fire marshal has charged a plan check fee for equipment he has approved, the applicant will not be charged a plan check fee for the same submittal by the City fire official.

B. In order to verify, as provided in SMC 8.02.034, the value of the work upon which the permit and inspection fees are based, the fire official may require from the installer or from the owner of the property a verified copy of the invoice.

1. Should it appear that an installer is understating the value of the work, and thereby underpaying the fees, the fire official may suspend the installer's right to receive a permit for up to six months.

2. Upon a second instance of undervaluation, suspension may be for up to one year.

C. Non-required fire alarm or fire sprinkler systems are those that are installed in a facility when they are not required by code. Non-required systems do not need to be submitted for review or permit, unless it is desired by the building owner. Non-required systems are required to be installed by a Spokane Fire Department registered contractor.

Exceptions.

1. Fire sprinkler systems with seven or more heads.

2. Inert gas suppression systems.

D. Non-required fire alarm and fire sprinkler systems that are submitted for review by the Spokane Fire Department shall be in accordance with NFPA 13, 13R, and 13D, NFPA 72, and the Spokane Municipal Code. Non-required systems will not be tracked for renewal on an annual basis unless requested by the owner or authorized representative.

Section 40. That Section 17F.090.050 of the Spokane Municipal Code is amended to read as follows:

Section 17F.090.050 Conversion Burners

In addition to IMC Section 107, no person may put a gas-fired conversion burner into final operation until the burners and controls have been tested and adjusted within the limits prescribed by the ((~~building services department~~)) Development Services Department and the gas utility and until a copy of a satisfactory conversion burner test record is filed with the mechanical inspector prior to or at the time of final inspection.

Section 41. That Section 17G.010.030 of the Spokane Municipal Code is amended to read as follows:

Section 17G.010.030 Expiration of Building Permits

A. Every permit issued by the ((~~building services department~~)) Development Services Department under the provisions of this code will expire by limitation and become null and void if the work authorized by such permit is not commenced within one hundred eighty days from the date of such permit. Evidence of commencement would be an inspection entry on an issued permit or verification via a physical site visit by the Building Official or their representative.

B. Issued permits in which work has commenced within one hundred eighty days of issuance are valid for two calendar years from issuance date.

C. Courtesy Notices are sent in the mail to permit holders at least thirty days or more prior to the first expiration date, telling the permit holder to call for inspections or request for extensions if additional time is needed. If the permit holder fails to obtain the necessary inspections or request extensions by the permit expiration date, the work will be presumed to be abandoned, and the permit will expire by default.

D. A permittee holding an unexpired permit may apply for an extension of the time within which ((~~he~~)) they may commence work under that permit when he is unable to commence work within the time required by this section for good and satisfactory reasons. The ((~~building official~~)) Building Official may extend the time for action by the permittee for a period not exceeding one hundred eighty days upon written or verbal request by the permittee identifying the circumstances necessary for the extension request.

E. In order to renew action on a permit after expiration, the permittee must pay a new permit fee. Guidelines in SMC 8.02.031(U) will be followed.

Section 42. That Section 17G.010.100 of the Spokane Municipal Code is amended to read as follows:

Section 17G.010.100 Types of Permits

A. Construction and Development.

1. A person needs a building permit (which may be in the form of a factory-built or manufactured housing permit as well as a standard building permit) and also, depending upon the circumstances of the particular case, some combination of demolition, grading, sign, swimming pool, parking lot, and site preparation, building moving and relocation, street encroachment, boiler installation and operating, electrical, elevator installation and operating, storage tank installation, private fire hydrant installation, mechanical, plumbing, side sewer installation and connection, water line tapping, shoreline development permits, flood management permits, street

address assignment, and a variety of similar approvals for new construction or placement, alteration, repair or demolition of a building, structure or other improvement to land; and for the new installation, alteration, repair or operation of a building's boiler, electrical, elevator, fire protection, mechanical and plumbing systems.

a. Private fire hydrants are approved by the ((~~department of water and hydroelectric services~~)) Water and Hydroelectric Services Department based on compliance with design standards and regulations established by the fire official and the ((~~director of engineering services~~)) Director of Engineering Services.

b. Side sewers and connections are approved by the ((~~engineering services department~~)) Engineering Services Department based on compliance with the sewer code.

c. Storage tank permits are issued by the fire official based on compliance with the fire code and various environmental and aquifer protection measures.

d. Water line taps are approved by the ((~~engineering services department~~)) Engineering Services Department based on review by the ((~~water and hydroelectric services department~~)) Water and Hydroelectric Services Department and compliance with the water code.

e. Street addresses are assigned by the ((~~engineering services department~~)) Engineering Services Department.

f. Type II permits, as specified in chapter 17G.061 SMC are issued by the ((~~planning and economic development services director~~)) Director of Planning Services and Type III permits as specified in chapter 17G.061 SMC are granted by the ((~~hearing examiner~~)) Hearing Examiner. Shorelines permits are subject to approval by the ((~~state department of ecology~~)) Washington State Department of Ecology.

g. Commercial driveway permits are issued by the ((~~engineering services director~~)) Director of Engineering Services.

h. The other building and development permits are issued by the ((~~department of building services~~)) Development Services Department, ((~~planning and economic development services department~~)) Planning and Economic Development Services Department, and ((~~engineering services department~~)) Engineering Services Department based on compliance of the application, plans, specifications, diagrams and drawings with the requirements of the

applicable provisions of this title and any rules and regulations promulgated thereunder.

i. Flood management permits are issued by the ((~~planning and economic development services director~~)) Director of Planning Services and subject to approval by the Washington State ((~~department of ecology~~)) Department of Ecology and the Federal Emergency Management Act's National Flood Insurance Program.

j. A separate demolition permit shall be issued with each building permit ((~~which~~)) that involves any demolition activities.

2. A person needs an approved plat, binding site plan, or short plat to divide or segregate a parcel of land into two or more lots or parcels for such purposes as sale or lease, unless the activity is specifically exempted under SMC 17G.080.020(B). A person needs an approved conditional use permit or planned unit development to group or cluster buildings on a lot or combination of lots.

a. Conditional use permits, plans-in-lieu of compliance, and certificates of compliance are approved by the ((~~hearing examiner~~)) Hearing Examiner or the ((~~planning and economic development services director~~)) Director of Planning Services, ((~~as specified in chapter 11.19 SMC,~~)) and planned unit developments are approved by the ((~~hearing examiner~~)) Hearing Examiner on the basis of compliance of the plans with the applicable provisions of this title and pertinent rules and regulations.

b. Plats are approved by the ((~~hearing examiner~~)) Hearing Examiner; short plats, binding site plans, and boundary line adjustments are approved by the ((~~planning and economic development services director~~)) Director of Planning Services on the basis of compliance with the applicable provisions of this title and administrative rules and regulations.

c. Preliminary planned unit developments are approved by the ((~~hearing examiner~~)) Hearing Examiner.

d. Variances are approved by the ((~~hearing examiner~~)) Hearing Examiner.

3. A person needs approval to construct, install, alter, or relocate any building or structure, or some part or equipment thereof, within, beneath, or over the right-of-way of a public way. Approval is given by the ((~~department of building services~~)) Development Services Department in accordance with the building code, flood insurance regulations, utilities code, and various other laws relating to streets and highways, utilities, traffic, and public safety.

When design review is required pursuant to chapter 17G.040 SMC, the approval of the ((~~planning and economic development services director~~)) Director of Planning Services is also required.

4. A person may need additional approvals determined by the use classification, occupancy group, construction type, size, location, or other feature of a building, structure, or activity, including structures located in the one-hundred-year floodplain. Such special approvals issue from numerous federal, state, regional, or local public agencies based on a variety of laws.

B. Use and Occupancy of Property.

1. A person needs a certificate of occupancy to establish or change, or allow to be established or changed, any occupancy of land or any building or portion thereof. A certificate of occupancy is issued by the ((~~department of building services~~)) Development Services Department with approval of the ((~~fire~~)) Spokane Fire Department and ((~~planning and economic development services~~)) Planning and Economic Development Services Department when the occupancy complies with the building code, fire code, and the land use codes.

2. A person needs a variance or a certificate of compliance from the ((~~planning and economic development services director~~)) Director of Planning Services or ((~~hearing examiner~~)) Hearing Examiner to render lawful proposed or existing structures which do not comply with the locational or dimensional standards of the zoning code, shoreline master program or flood hazard ordinance.

3. A person needs the proper zoning classification (or design plan designation) and, in some cases, a conditional use permit or planned unit development approval to establish or maintain, or allow to be established or maintained, any use of land and buildings.

    a. Zone classifications are established by the ((~~city council~~)) City Council upon recommendation of the ((~~plan commission~~)) Plan Commission or ((~~hearing examiner~~)) Hearing Examiner.

    b. Conditional use permits are granted by the ((~~planning services director~~)) Director of Planning Services or the ((~~hearing examiner~~)) Hearing Examiner.

    c. Preliminary planned unit developments are approved by the ((~~hearing examiner~~)) Hearing Examiner. Final planned unit developments are subject to approval by ordinance of the ((~~city council~~)) City Council. Plans-in-lieu of compliance are approved by the ((~~planning and economic development services director~~)) Director of Planning Services or ((~~hearing examiner~~)) Hearing

Examiner in accordance with the comprehensive plan, zoning code, and environmental policy code.

4. A person may need special approvals, which may include bonds or other security devices, and may be required to meet various conditions and standards, to establish, change, or maintain certain uses, occupations, or activities upon property, depending upon the definition of the activity, as provided by numerous federal, state, regional and local regulatory programs.

5. A person is required to maintain buildings, land, and premises in satisfaction of minimum standards prescribed by the existing buildings and conservation code, the fire code, conditions imposed under the land use codes, and various other laws relating to public health and safety and nuisance.

C. Construction Activities and Contractors.

1. General and specialty contractors are required to be registered with the state under chapter 18.27 RCW, and such registration is a prerequisite for the issuance of any building permit. Some contractors are also subject to special regulations by the state. A person needs a license from the City to operate as a contractor using explosives. The blaster's license is issued by the ((~~director of engineering services~~)) Director of Engineering Services and may be revoked by the ((~~director of engineering services~~)) Director of Engineering Services or by the fire official under the license code.

2. A person needs a permit, license, or certificate to practice the trade or be engaged in the occupation of:

   a. Installing or servicing heating, cooling, and ventilating systems;

   b. Operating steam boilers; or

   c. Operating aircraft refueler units.

   d. Such licenses are issued by the ((~~department of building services~~)) Development Services Department in accordance with the standards set forth in the license code or by the fire official as provided in the fire code.

3. A person needs a permit, license, or certificate to practice the trade or be engaged in the occupation of:

   a. Installing, or servicing, or using gas or oil fuels;

   b. Maintaining or altering fire equipment systems;

   c. Testing underground storage tanks.

d. Such licenses are issued by the ((~~fire department~~)) Spokane Fire Department in accordance with the standards set forth in the license code or by the fire official as provided in the fire code.

4. In addition to a building permit or land use permit, a person needs a specific permit for:

   a. Blasting,

   b. Moving a building,

   c. Installing or connecting a sewer,

   d. Installing or altering fire protection or detection equipment, and

   e. Obstructing a street.

Section 43. That Section 17G.010.140 of the Spokane Municipal Code is amended to read as follows:

Section 17G.010.140 Applicant Requirements

Applications for ministerial permits categorically exempt from the threshold determination requirements of the ((~~state environmental policy act~~)) State Environmental Policy Act (SEPA) are submitted to the permit authority, reviewed according to the provisions of this title or Spokane Municipal Code chapters. Depending upon the nature of the application, the permit authority might be the ((~~building official~~)) Building Official, fire official, ((~~street director~~)) Director of Streets, ((~~planning and economic development services director~~)) Director of Planning Services, or ((~~engineering services director~~)) Engineering Services Director.

A. An applicant for building (and/or boiler, electrical, elevator, grading, mechanical, plumbing, sign) permit shall pay the prescribed fees and file an application upon forms furnished by the ((~~department of building services~~)) Development Services Department, which application:

   1. identifies and describes the work to be covered by the permit;

   2. describes the property on which the proposed work is to be done by legal description and street address assigned by ((~~engineering services~~)) the Engineering Services Department or similar description that will readily identify and definitely locate the proposed building or work;

   3. indicates the use or occupancy for which the proposed work is intended;

   4. is accompanied by plans, diagrams, computations, ((~~and~~)) specifications, and other data as required;

5. states the valuation of any new building or structure or any addition, remodeling, or alteration to an existing building; and

6. identifies by name the owner and occupant of the premises.

B. The applicant shall submit with each application, plans, engineering calculations, diagrams, specifications, and other data as necessary, drawn to scale, where applicable, upon substantial paper or cloth by a registered architect or professional engineer of sufficient clarity to indicate the location, nature and extent of the work proposed, and showing in detail that the work will conform to the provisions of all applicable laws. The data to be submitted under this subsection include, in the case of:

1. an electrical permit, the nature and kind of electric wiring, apparatus, fixtures, and equipment to be installed, altered, or extended;

2. installation of a boiler or unfired pressure vessel, manufacturer's data reports;

3. a permit for a sign, the location of the property line and building line, curb distance, and height above grade;

4. a building permit, a plot plan to scale showing the actual dimensions of the lot and the size, use, and location of existing and proposed buildings;

5. street obstruction or construction permission where design review is required pursuant to chapter 17G.040 SMC, a written statement from the ((~~planning and economic development services director~~)) Director of Planning Services indicating compliance with the design review process.

C. The ((~~building official~~)) Building Official may waive or modify the requirements for an application as the nature of the work applied for dictates.

Section 44. That Section 17G.010.150 of the Spokane Municipal Code is amended to read as follows:

Section 17G.010.150 Special Application Requirements for Commercial Building Permits

A. General.

An owner, or the owner's architect, engineer, or other agent, should consult with the ((~~departments of building services~~)) Development Services Department, ((~~engineering services~~)) Engineering Services Department, and ((~~planning and economic development services~~)) Planning and Economic Development Services Department ((~~prior to~~)) before submitting an application for a commercial building permit ((~~for the purpose of identifying~~)) to identify any peculiar considerations and discussing any special requirements. The

owner, or the owner's architect, engineer, or other agent, must submit ten prints of the site plan, and three each of the architectural plan, structural plan, and mechanical plan stamped by an architect or engineer licensed in the State of Washington, to the ((~~department of building services~~)) Development Services Department. The ((~~department of building services~~)) Development Services Department transmits copies of the print to other departments and agencies as appropriate. The following information is required for a complete application for a commercial building permit. The information needs to be provided on the site plan or front sheet of plans in the numbered order given. The ((~~building official~~)) Building Official may waive or modify specific submittal requirements determined to be unnecessary for review of an application.

1. Name of project and date of application.
2. Official street address. If an official street address has not been assigned, it must be obtained from the ((~~engineering services department~~)) Engineering Services Department.
3. Name, address, and phone number of the architect.
4. Name, address, and phone number of the owner and agent.
5. Name, address, and phone number of the tenant.
6. Name, address, and phone number of the engineer(s).
7. Name, address, and phone number of the consultant(s).
8. Name, address, and phone number of the contractor(s).
9. Name, address, and phone number of the contact person.
10. Project type, new, remodel, addition, or alteration.
11. Existing use of lot and/or building.
12. Proposed use(s).
13. Number of dwelling units.
14. Occupancy group and division.
15. Construction type required.
16. Building allowable height and area.
17. Building height (both in feet and number of stories).
18. Basement floor area and occupant load.
19. Ground floor area and occupant load.

20. Floor area of each story above ground floor and occupant load (list each story individually).
21. Total floor area, including basements and occupied roofs.
22. Valuation.
23. SEPA checklist, if required.
24. Critical materials, if involved.
25. HMMP plan submitted, if required.
26. Floodplain designation, elevation of the first habitable floor, and certification of flood proofing measures, if applicable.

B. The following zoning information is to be included on the plan cover sheet or site plan:

1. List dates of hearings during which any of the following were granted:
    a. Zone change to construct a specific plan, including “L” agreements.
    b. Conditional use permit.
    c. Variance (list) or certificate of compliance.
    d. Plans-in-lieu of compliance.
    e. Planned unit development or manufactured home park; or
    f. Binding site plan.
2. Special Regulations.

Note any of the following permits, approvals, or restrictions:

a. Design zones.
b. Shoreline/Riverfront district.
c. Height district.
d. Historic district or building on the local, state, or national register.
e. Any hazard areas (airport, critical area).
f. Any previous environmental declarations on the project; or
g. Design review.

3. Use zone of lot(s).
4. Use zones of adjacent lots to the north, south, east, and west of the site.

5. Lot area (square feet).
6. Percent of lot covered by building(s).
7. Area of lot covered by hard surfacing of any kind.
8. Parking and loading stalls, number required and number provided, number of barrier-free parking spaces required and provided according to WAC 51-40-005, number of van stalls required and provided.
9. Setbacks and yards: List of required and provided yards for each building shown on the plan, and special setbacks required by an approved final plat, binding site plan, or zoning agreement.
10. Easements, vacations, agreements related to property.

C. The following information is required on the architectural site plan, even though it may duplicate other site plans.

1. Vicinity map to show area location. Key plan for partial site work.
2. Complete finished grading of the entire site and outlines of all structures. Provide topographic lines on sloping sites and affected adjacent sites, giving new and existing grades.
3. Lay out all information to standard architectural or engineering scales. Establish north point.
4. Show utility service lines with all mains and branches from streets to each unit or device served. Show sizes and materials on each sewer, water, and gas line on the plan, and each meter, shut-off, disconnect, connection box or vault, panel, check valve, cleanout, and related device to utility services. Locate all required fire hydrants, building pumper connections, and standpipe connections at the building on the street side. Show electric utility and phone line overhead or underground.
5. Relate grade elevations and floor lines to the nearest City benchmark. Reference to an established point of elevation may be used on existing buildings.
6. Show on site plan all outline dimensions of the building and distance to property lines. Show on the site plan location and dimensions and show angles in degrees for the following:
    a. Property lines and adjacent zoning of property (N, S, E, W). Show any changes in zoning along property lines.
    b. Streets, alleys, curb breaks, adjacent property curb breaks (must be a minimum of five feet from property lines), street lights, signs, meters, or planting on sidewalk or parking strips, on-site curbing.

c. Driveways, paving, curbing, sidewalks, and street corner curb ramp (WAC 236-60-060), each City standard catch basin, depressed lawns. Show ((~~fire department~~)) Fire Department apparatus access to within one hundred fifty feet of any structure. 1:48 maximum side slope on sidewalks.

d. Parking layouts: Parking stalls and number each stall, or number blocks of stalls and give total. Locate off-street loading.

e. Front, side, and rear yards, and special setbacks for zoning and minimum clearances to the property line required for wall openings or construction type.

f. Recreation areas, planting strips, lawns.

g. Ornamental masonry and lightproof walls, landscaping buffers, and screening of outdoor storage of materials, wastes, equipment, or trash receptacles.

h. Location of outdoor lighting on building and in yards.

i. Identification or outdoor advertising signs. Note size and exact location.

j. Indicate rainwater disposal from building and from all property areas, to City-standard catch basins on the property. Give catch basin depths (in feet) and necessary site grading, contours, and slopes to ((~~insure~~)) ensure disposal of water to on-site drains. Paved parking areas require drainage swales. See the ((~~department of engineering services~~)) Engineering Services Department for the procedure before completing the drainage plan.

k. Maximum one hundred fifty foot distance to nearest fire hydrant from building perimeter (all points).

l. Additional information necessary for presentation, interpretation, or review of the project may be submitted or required in special cases.

7. The format of the plans shall be as follows:

a. Plan drawings, elevations, sections and details of architectural, structural, mechanical and electrical plans shall be drawn to standard architectural scales (one-sixteenth inch, one-eighth inch, one-fourth inch, one-half inch, one inch, one and one-half inch, three-inch; please do not use three-eighth-inch or three-quarter- inch scales for code compliance), and standard engineer scales (one inch equals ten feet, twenty feet, thirty feet, forty feet, fifty feet). Plans should be

oriented with north at the top of the sheet. Plans must have printing and lettering clear, distinct, and suitable for microfilm.

b. All plans, elevations, sections, and details shall be fully dimensioned so that conformance to codes can be confirmed. Overall dimensions of buildings shall be shown on site plans and floor plans.

c. On each sheet, provide the name and official address of the project, the Washington State seals of architect and engineers, the date each sheet and each revision was made, including flagging of each revision.

d. On revisions, date each sheet, provide the control number, and flag revisions on drawings and in specifications.

e. Provide a list of the codes which apply to the project.

8. Detail Plans.

The following information shall be shown on architectural/engineering drawings or in specifications:

a. Landscaping plan, including a detailed plan with elevations and slope arrows, lawns, on-site storm sewer (OSSW) and City- standard catch basins, sprinkler system piping, heads, flows, and coverages with approved backflow prevention for OSSW swales and zoning landscape areas.

b. Foundation plans, including excavation and fill details.

c. Floor plans for each level.

d. Roof and weather protection details.

e. Exterior elevations and opening protection.

f. Interior elevations and finishes.

g. Typical and detailed sections.

h. Door assemblies.

i. Windows and glass.

j. Exits.

k. Standpipes and sprinklers.

l. Fire ratings.

m. Special details.

n. Barrier free design.

o. Thermal regulations.

p. Elevators, dumbwaiters, escalators, and moving walks.

q. Structural details including:

i. calculations;

ii. clarifying notes;

iii. list special inspections and names of special inspectors for: concrete, ductile moment/resisting concrete frame, reinforcing steel and pre-stressing steel, welding, high strength bolting, structural masonry, reinforced gypsum concrete, insulating concrete fill, spray applied fireproofing, piling, drilled piers, caissons, special grading, excavation, filling, NER reports and special cases;

iv. layout of framing system, including horizontal and vertical members;

v. lateral load resisting elements;

vi. continuity of system;

vii. detail and schedule special connections and conditions;

viii. schedule, specify, list, or detail on drawings: structural design criteria, concrete, masonry, wood, and structural metals.

r. Mechanical details, including layout, size, and identification of components on plans and riser diagrams for:

i. general;

ii. plumbing;

iii. heating;

iv. cooling;

v. refrigeration;

vi. ventilation;

vii. controls;

viii. special equipment;

ix. roof overflow drains;

x. OSSW area drainage;

xi. water;

xii. gas;

xiii. waste system;

xiv. vents;

xv. chimneys;

xvi. ducts;

xvii. boiler and pressure vessel;

xviii. special piping;

xix. fire lines, special suppression systems, and extinguishers.

s. Electrical details including location, size, and identification of components of distribution on plans and riser diagrams for:

i. light;

ii. heat;

iii. power;

iv. radio;

v. television;

vi. signal;

vii. alarm systems;

viii. grounding;

ix. exit signs;

x. smoke detectors.

Section 45. That Section 17G.010.160 of the Spokane Municipal Code is amended to read as follows:

Section 17G.010.160 Application for Approval of Encroachment

A. When a structure or part thereof or appendage thereto, such as footings, balconies, marquees, awnings and architectural projections, is to project into, above, or below the right of way of any public way, the applicant shall conspicuously show the encroachment on the plans and specifications of the

building permit application so as to demonstrate compliance with the requirements of chapter 32 IBC.

B. Any person who proposes to install any opening in a public sidewalk, such as an elevator or other structure with a door ((~~which~~)) that opens vertically to the sidewalk, must make ((~~written~~)) an application to the City Engineer. The applicant shall furnish complete details of the construction and installation, including specifications for the door, hatch, or other covering, and drawings showing the precise location of the opening with reference to the curbline, building line and existing utility lines and facilities.

C. A property owner proposing to use such portion of the right-of-way of a public street or alley as is not used or needed presently or in the foreseeable future for public travel, for the purposes of constructing, installing or planting fences, hedges or similar improvements, shall make application to the Development Services ((~~Center~~)) Department in the form of an acknowledged agreement whereby the property owner covenants to remove the encroachment and restore the property to its former condition upon thirty days' notice by the City. Any department reviewing the application may require the applicant to furnish a plot plan, plans and specifications, or other data required to properly evaluate the proposal.

Section 46. That Section 17G.010.170 of the Spokane Municipal Code is amended to read as follows:

Section 17G.010.170 Application for Certificate of Occupancy

A. The owner of a building or structure in the process of construction or alteration under a current building permit may, at the time the final inspection is called, request the ((~~department of building services~~)) Development Services Department to issue a certificate of occupancy. When made in connection with the final inspection under a permit, the inspection for a certificate of occupancy is considered part of the permit inspection program and further data and a separate fee are not required of the owner.

B. The building official and fire official may, by regulation, establish procedures and criteria for the issuance of a temporary certificate of occupancy to allow partial occupancy of premises prior to final inspection and approval of the work.

C. In order to render lawful and licit any use or occupancy of land, buildings, structures or part thereof, the owner or occupant must be issued a certificate of occupancy. The applicant, unless making the request in connection with a permit inspection as provided in subsection (A) of this section, shall file with the ((~~department of building services~~)) Development Services Department a written application which:

1. gives the legal and common descriptions of the premises;

2. identifies the owner(s) and occupant(s);
3. includes a plot plan to scale showing the actual dimensions of the lot and all buildings;
4. describes in detail the uses of the premises;
5. gives such other information as may be required; and
6. is accompanied by payment of the inspection fee as provided in SMC 8.02.060.

Section 47. That Section 17G.010.180 of the Spokane Municipal Code is amended to read as follows:

Section 17G.010.180 Application for Safety Certification

An owner or occupant of premises desiring to document that the existing construction, occupancy, equipment systems or operations comply with the minimum standards of the building code, the building and property conservation code, the zoning code, or any other standards over which the ((~~department of building services~~)) Development Services Department has assumed inspection jurisdiction, shall make request for a safety inspection in the manner provided for certificates of occupancy in SMC 17G.010.170. The fire official may prescribe procedures for similar inspections and certifications under the fire code.

Section 48. That Section 17G.010.200 of the Spokane Municipal Code is amended to read as follows:

Section 17G.010.200 Application for Worker's License

A. State Licenses, Permits, Certificates.

Electricians and electrical apprentices are certificated by the ((~~department of labor and industries~~)) Washington State Department of Labor and Industries under chapter 19.28 RCW. Persons engaged in the craft of installing, altering, repairing, and renovating potable water systems and liquid waste systems within a building, either as a journeyman plumber or specialty plumber, must have a certificate issued by the ((~~department of labor and industries~~)) Washington State Department of Labor and Industries, as provided in chapter 18.106 RCW.

B. Boiler Operators' and Boiler Inspectors' Licenses.

1. An applicant for a license under the boiler and pressure vessel code shall pay the prescribed fees and ((~~make written application~~)) apply to the ((~~department of building services~~)) Development Services Department on prescribed forms.

2. Unless the application is to renew a license in good standing for the succeeding year, the applicant shall be examined as to ((~~his~~)) their qualifications by the ((~~board of boiler examiners~~)) Building Official.

3. To be eligible to apply for a license, an applicant must meet the following minimum qualifications:

    a. First class engineer and boiler inspector: Two years of practical experience as a boiler operator in a high-pressure plant exceeding eight million BTU input.

    b. Second class engineer: One year of practical experience as a high-pressure boiler operator in a high-pressure plant exceeding four million BTU input.

    c. Third class engineer: One year of practical experience.

    d. Small high-pressure boiler operator: Must pass the prescribed examination.

    e. Low-pressure boiler operator: Must pass the prescribed examination.

4. All boiler operation and boiler inspector license holders must renew the license annually by December 31st.

C. Mechanics' Licenses.

1. An applicant for any license to do work under the mechanical code shall pay the prescribed fees and ((~~make written application~~)) apply to the ((~~department of building services~~)) Development Services Department on prescribed forms.

2. The ((~~board of gas heating mechanic examiners~~)) Building Official shall examine to determine the qualifications and fitness of original applicants for licenses as a gas heating mechanic. The ((~~board~~)) Building Official may similarly examine any applicant for a renewal of such license.

3. To be eligible to apply for a license, an applicant must meet the following minimum qualifications:

    a. Gas heating mechanic I or gas inspector I: No Requirements.

    b. Gas heating mechanic II or gas inspector II: Must possess an active Gas Mechanic I license.

4. "Gas fitting work" means the installation, alteration, extension, repair, or maintenance, from the outlet of the gas meter, of gas piping, venting, and appliances.

5. All mechanical license holders must renew the license annually by December 31st. If the license is expired for more than 90 days, a new application and exam is required.

D. Apprentices.

The ((~~building official~~)) Building Official((~~, with the approval of the appropriate board,~~)) may promulgate from time to time rules for the licensing, registration, or regulation, or apprentices in the various trades, consistent with federal and state law.

E. Registered Servicers.

An applicant for a license to test, maintain, and alter fire alarm systems, portable fire extinguishers, range hood systems, sprinkler systems, standpipe systems, or underground critical materials storage tanks must pay the prescribed fee and ((~~make written application~~)) apply to the fire official. Proof of competency is by exam, demonstration, or submittal of credentials as approved by the fire official.

F. Refueler Operator.

An applicant for a permit to operate an aircraft refueler vehicle must present to the fire official an identification card issued by ((~~his~~)) their employer certifying the applicant's qualifications, as provided in UFC Section 2402.3.

Section 49. That Section 17G.010.210 of the Spokane Municipal Code is amended to read as follows:

Section 17G.010.210 Application for Permits for Special Activities

A. Blasting Permit.

An applicant for a permit to conduct blasting operations on a particular job shall make written application to the ((~~engineering services department~~)) Engineering Services Department, on prescribed form, showing:

1. if there is a structure at the blasting site, its occupancy, whether its power source is electricity or something else, and the combustibility of its contents;
2. the name of the person to have immediate charge of the blasting operations;
3. that the named blaster has currently in force a license, bond, and insurance;
4. such other information as may be required.

B. Building Moving Permit.

1. An applicant for a permit required to move any building, structure, or part of a structure along, over, or across a public way in the City must pay the

prescribed fee and submit ((~~a written~~)) an application on prescribed forms to the ((~~department of building services~~)) Development Services Department which ((~~application~~)):

a. gives the applicant's current state contractor registration number;

b. is accompanied by the required street obstruction permit;

c. states the address and legal description of the land onto which the structure is to be moved and, if such land is within the ((~~City~~)) city, is accompanied by a building relocation permit, as provided in SMC 10.26.010.

d. is accompanied by a certificate issued by an insurance company qualified to do business in Washington covering the moving activity with a general liability policy with minimum limits of five hundred thousand dollars combined single limit or an approved alternate indemnity arrangement;

e. describes the structure to be moved;

f. states the address from which the structure is to be moved;

g. details the proposed route;

h. details the measures to be undertaken to sufficiently guard and protect street trees, public trees, and shrubs located within the limits of streets or alleys and along the proposed route so as to minimize potential injury to said trees and to maximize their chance for survival; and

i. states the date and time of the proposed move and estimates the time required to complete the move.

((~~2. A building moving permit is a class IIIB license as provided in chapter 4.04 SMC.~~))

((~~3~~)) 2. No fee shall be charged for applications to move historic landmarks or buildings located within ((~~an~~)) a historic district.

C. Sewer Permits.

1. A contractor or resident homeowner proposing to construct, reconstruct, extend, or repair a side sewer, private sewer, special side sewer, or private storm sewer, as defined in chapter 13.03 SMC, shall pay the prescribed fee and make application to the ((~~engineering services department~~)) Engineering Services Department for a permit, which application:

a. gives the applicant's state contractor registration number, or contains a certificate that the applicant proposes to do work in connection with the residence owned by the applicant;

b. indicates the legal and street address description of the premises to be served and the type of occupancy;

c. subject to waiver by the ((~~city engineer~~)) City Engineer, includes duplicate detailed plans of the work showing the entire course of the sewer from its terminus at the building(s) to the connection with the public sewer and, as may be required, detailing the structures and means for measuring, sampling, or otherwise determining the nature, quality, and quantity of sewage;

d. gives such further information as maybe required.

2. If the work to be done under the sewer permit requires the excavation or obstruction of a public way, the applicant must obtain a street obstruction permit.

3. A separate tap permit, as provided in SMC 13.03.0606, is required for connection to the public sewer.

D. Street Obstruction Permit.

1. A person proposing to dig up, excavate, work in, occupy by person, equipment, structure, or material, or in any fashion obstruct, render less safe, or interfere with the free use of any public way must first make application to the ((~~engineering services department~~)) Engineering Services Department for a permit, which may be individual location under SMC 12.02.0706 or a master annual permit under SMC 12.02.0707.

2. Exemptions.

The following activities do not require a street obstruction permit:

a. A commercial tree licensed firm with a street tree permit may plant, prune, or remove trees in the public right-of-way if such firm has received an annual tree service obstruction permit issued by the Development Services ((~~Center~~)) Department in coordination with the Urban Forester or his or her designee, as provided in SMC 12.02.0707.

b. A licensed, bonded, and insured sign company performing routine maintenance to existing signs, provided a traffic lane is not obstructed or the work is not within the central business district.

c. A licensed, bonded, and insured surveyor performing surveying work in the public way, provided the work is not on an arterial or within the central business district.

d. All persons, whether or not required to obtain a permit, shall notify the department of their activities.

3. The applicant shall:

a. by plat or map show the exact location of the work, structure, material, or activity when required by the ((~~city engineer~~)) City Engineer;

b. describe in detail the activity, the extent, and duration of the obstruction, and the precautions to be taken to protect the traveling public from the hazards occasioned, including, at least, lighting, barricading, and signing;

c. pay the permit fee;

d. if the activity is contracting work, demonstrate that the applicant has the appropriate license or registration certificate;

e. post a bond as provided in SMC 7.02.070.

Section 50. That Section 17G.061.000 of the Spokane Municipal Code is amended to read as follows:

Section 17G.061.000 Purpose and Administration

A. Purpose.

The purpose of this chapter is to establish standard procedures for the review and processing of land use applications through the establishment of complete application standards, review procedures, notice requirements, hearing processes, decision criteria, and appeal procedures for all applications.

B. Administration.

1. Responsibility for the administration, application, and interpretation of these procedures pursuant to this ordinance is as ((~~is~~)) set forth below.

a. The ((~~director~~)) Director of ((~~building services~~)) Development Services or ((~~his~~)) their designee is responsible for chapter 17E.050 SMC, Division F; chapter 17G.010 SMC, Division I; and the development codes.

b. The ((~~director of engineering services~~)) Director of Engineering Services or ((~~his~~)) their designee is responsible for chapter 17D.020 SMC, chapter 17D.070 SMC, chapter 17E.010 SMC, chapter 17E.050 SMC, chapter 17G.080 SMC, Division H, and the development codes.

c. The ((~~Planning Director~~)) Director of Planning Services or ((~~his~~)) their designee is responsible for Title 17B SMC and Title 17C SMC and chapter 17D.010 SMC, chapter 17D.060 SMC, chapter 17D.080 SMC, chapter 17D.090 SMC, chapter 17E.020 SMC, chapter 17E.030 SMC, chapter 17E.040 SMC, chapter 17E.050 SMC, chapter 17E.060 SMC, chapter 17E.070 SMC, chapter 17G.020 SMC, chapter 17G.030 SMC, chapter 17G.040 SMC, chapter 17G.061 SMC, chapter 17G.070 SMC, and chapter 17G.080 SMC.

2. The procedures for requesting interpretations of the land use codes and development codes shall be made by the department and may be contained under the specific codes.

C. Exclusions per RCW 36.70B.140.

1. The following are excluded from the project permit review process, associated time frames, and other provisions of these procedures:

a. Landmark designations;

b. street vacations;

c. approvals related to the use of public areas or facilities;

d. project permits that, by ordinance or resolution, have been determined to present special circumstances warranting a review process different from that provided in this chapter.

e. Lot line or boundary adjustments;

f. final short subdivisions;

g. final binding site plans;

h. final plats; and

i. building or other construction permits, or similar administrative approvals categorically exempt from environmental review under RCW 43.21C, or for which environmental review has been completed in conjunction with other project permits and are judged by the director to adequately address the current application.

2. Applications for interior alterations are excluded, provided they do not result in the following:

    a. Additional sleeping quarters or bedrooms;

    b. Nonconformity with ((~~federal emergency management agency~~)) Federal Emergency Management Agency (FEMA) substantial improvement thresholds; or

    c. Increase the total square footage or valuation of the structure, thereby requiring upgraded fire access or fire suppression systems.

D. Conflicting Ordinances.

If any provision of the ordinance codified in this title or its application to any person or circumstance is held invalid, the remainder of the ordinance codified in this title or the application of its provisions to other persons or circumstances shall not be affected.

E. Severability.

To the extent there is a conflict between this chapter and other ordinances or resolutions for the City of Spokane regulating project permits, this chapter shall govern.

Section 51. 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 52. 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

Memorandum

Office of the Mayor

DATE: August 20, 2025 | Revised on September 11, 2025

FROM: Adam McDaniel – Policy Advisor, Office of the Mayor

TO: Councilmember Jonathan Bingle– Chair, Urban Experience Committee &
Councilmember Shelby Lambdin – Vice Chair, Urban Experience Committee

RE: Updating the Development Services Department departmental title across the Spokane Municipal Code

As you know, the Administration is engaged in a comprehensive effort to ensure our municipal code is modern and clear for the public, staff, and the general public. The ordinance before you is narrowly focused on fixing old references to the Building Services Department that was replaced by Development Services in 2014, removes and updates references that have since been repealed, and fixes position titles. There is a memo in your packet that outlines each of the small changes.

This memo recommends the adoption of an ordinance to update the departmental title of the Development Services Department and the title of the Director of Development Services throughout the Spokane Municipal Code.

Executive Summary – Development Services Department

I. **Background**: Development Services reviews and approves plans, issues building and occupancy permits, and inspects building projects for compliance with building and other construction codes.

II. **Issue**: The Development Services Department was created through Ordinance C35070 in 2014 to replace the Building Services Department, inadvertently eliminated in a 2012 ordinance. Although the Development Services Department, referred to as the Development Services Center due to its centralized, publicly accessible location on the third floor of City Hall, was created as

the new department in SMC 03.01A.253, the remaining references to the Building Services Department throughout the rest of the municipal code were never replaced with the Development Services Department.

The Council recently updated an ordinance to streamline the civil infraction system. There was an oversight in this ordinance that failed to change the SMC reference for the new civil infraction section.

III. **Policy Recommendations**

The Council should adopt an ordinance to update the remainder of the code to reflect the Development Services Department as the correct title for the former Building Services Department and correct position titles to reflect the Director of Development Services. Additionally, the ordinance should fix an oversight of civil infraction references in the municipal code.

Proposed Ordinance Table of Contents

Section 1. Amends SMC Section 08.02.039
Section 2. Amends SMC Section 08.02.065
Section 3. Amends SMC Section 10.29.020
Section 4. Amends SMC Section 10.29.030
Section 5. Amends SMC Section 12.01.010
Section 6. Amends SMC Section 12.02.060
Section 7. Amends SMC Section 12.02.0704
Section 8. Amends SMC Section 12.02.0707
Section 9. Amends SMC Section 12.02.0716
Section 10. Amends SMC Section 12.02.0724
Section 11. Amends SMC Section 12.02.0755
Section 12. Amends SMC Section 13.03.0503
Section 13. Amends SMC Section 17A.010.070
Section 14. Amends SMC Section 17C.050.020
Section 15. Amends SMC Section 17C.111.245
Section 16. Amends SMC Section 17C.120.310
Section 17. Amends SMC Section 17C.122.135
Section 18. Amends SMC Section 17C.130.310
Section 19. Amends SMC Section 17C.210.060
Section 20. Amends SMC Section 17C.210.070
Section 21. Amends SMC Section 17C.230.140
Section 22. Amends SMC Section 17C.230.300
Section 23. Amends SMC Section 17C.300.140
Section 24. Amends SMC Section 17D.010.020
Section 25. Amends SMC Section 17D.060.070
Section 26. Amends SMC Section 17D.060.140
Section 27. Amends SMC Section 17D.060.220
Section 28. Amends SMC Section 17D.080.100
Section 29. Amends SMC Section 17D.090.040
Section 30. Amends SMC Section 17D.090.350
Section 31. Amends SMC Section 17F.010.080

Section 32. Amends SMC Section 17F.030.020
Section 33. Amends SMC Section 17F.030.040
Section 34. Amends SMC Section 17F.040.085
Section 35. Amends SMC Section 17F.060.020
Section 36. Amends SMC Section 17F.070.420
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Section 39. Amends SMC Section 17F.080.050
Section 40. Amends SMC Section 17F.090.050
Section 41. Amends SMC Section 17G.010.030
Section 42. Amends SMC Section 17G.010.100
Section 43. Amends SMC Section 17G.010.140
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Section 47. Amends SMC Section 17G.010.180
Section 48. Amends SMC Section 17G.010.200
Section 49. Amends SMC Section 17G.010.210
Section 50. Amends SMC Section 17G.061.000
Section 51. Severability
Section 52. Clerical Errors

Section 1. Amends SMC Section 08.02.039 (Special Inspections and Other Fees)

- Corrects departmental title, replacing Building Services Department with Development Services Department.

Section 2. Amends SMC Section 08.02.065 (Streets and Airspace)

- Corrects departmental title, replacing Development Services Center with Development Services Department.

- Makes grammar and capitalization updates.

Section 3. Amends SMC Section 10.29.020 (Operator's License)

- Corrects departmental title, replacing Building Services Department with Development Services Department.

Section 4. Amends SMC Section 10.29.030 (Heating Mechanic - License)

- Corrects departmental title, replacing Building Services Department with Development Services Department.

- Corrects reference to updated SMC chapter related to civil infractions.

Section 5. Amends SMC Section 12.01.010 (Sidewalk Maintenance – Owner's Responsibility)

- Corrects departmental title, replacing Development Services Center with Development Services Department.

- Updates the title of Code Enforcement and Parking Services.

- Makes grammar and capitalization updates.

Section 6. Amends SMC Section 12.02.060 (Fences and Hedges – Incidental Encroachments)

- Corrects departmental title, replacing development services manager with Director of Development Services.

- Corrects typo in cross-reference section

Section 7. Amends SMC Section 12.02.0704 (Definitions)

- Corrects departmental title, replacing development services manager with Director of Development Services.
- Places all definitions in alphabetical order and in a table for clarity.

Section 8. Amends SMC Section 12.02.0707 (Master Annual Permit for High Volume Users)

- Corrects departmental title, replacing development services manager with Director of Development Services.

Section 9. Amends SMC Section 12.02.0716 (Long Term Permits – Temporary Passageway)

- Corrects departmental title, replacing development services manager with Director of Development Services.

- Makes grammar and capitalization updates.

Section 10. Amends SMC Section 12.02.0724 (Barriers and Traffic Control)

- Corrects departmental title, replacing development services manager with Director of Development Services.

- Makes grammar and capitalization updates.

Section 11. Amends SMC Section 12.02.0755 (Fences and Hedges – Incidental Encroachments)

- Corrects departmental title, replacing development services manager with Director of Development Services.

Section 12. Amends SMC Section 13.03.0503 (Oil/water. Separators, Sand Traps)

- Corrects departmental title, replacing Building Services Department with Development Services Department.

- Corrects typo in cross-reference section.

Section 13. Amends SMC Section 17A.010.070 (Delegation of Administration)

- Corrects departmental title, replacing Building Services Department with Development Services Department.

- Makes grammar and capitalization updates.

Section 14. Amends SMC Section 17A.050.020 (Procedure)

- Corrects departmental title, replacing Building Services Department with Development Services Department.

- Updates the position title of planning and economic development services director to Director of Planning Services.

Section 15. Amends SMC Section 17A.111.245 (Fences)

- Corrects departmental title, replacing Building Services Department with Development Services Department.

Section 16. Amends SMC Section 17C.120.310 (Fences)

- Corrects departmental title, replacing Building Services Department with Development Services Department.

Section 17. Amends SMC Section 17C.122.135 (Fences)

- Corrects departmental title, replacing Building Services Department with Development Services Department.

- Makes grammar and capitalization updates.

Section 18. Amends SMC Section 17C.130.310 (Fences)

- Corrects departmental title, replacing Building Services Department with Development Services Department.

- Makes grammar and capitalization updates.

Section 19. Amends SMC Section 17C.210.060 (Nonconforming Uses - Conversion)

- Corrects departmental position title, replacing Director of Building Services Department with Director of Development Services.

Section 20. Amends SMC Section 17C.210.070 (Nonconforming Uses - Termination)

- Corrects departmental position title, replacing Director of Building Services Department with Director of Development Services.

Section 21. Amends SMC Section 17C.230.140 (Development Standards)

- Corrects departmental title, replacing Building Services Department with Development Services Department.

- Makes grammar and capitalization updates.

Section 22. Amends SMC Section 17C.230.300 (Loading)

- Corrects departmental position title, replacing Director of Building Services with Director of Development Services.

- Removes reference to SMC 16A.04.010, which has since been repealed.

Section 23. Amends SMC Section 17C.300.140 (ADU Expiration)

- Corrects departmental title, replacing Building Services Department with Development Services Department.

- Updates the title and abbreviation in the section to spell out ADU as "accessory dwelling unit"

Section 24. Amends SMC Section 17D.010.020 (Concurrency Review)

- Corrects departmental title, replacing Building Services Department with Development Services Department.

- Makes grammar and capitalization updates.

Section 25. Amends SMC Section 17D.060.070 (Enforcement Authority - Implementation)

- Corrects departmental title, replacing Building Services Department with Development Services Department.

- Makes grammar and capitalization updates.

- Clarifies that the Wastewater Management may delegate civil infraction authority to other departmental staff

Section 26. Amends SMC Section 17D.060.140 (Runoff and Infiltration Controls)

- Makes grammar and capitalization updates.
- Clarifies that violations of this section are enforced as any other violation of the chapter.

Section 27. Amends SMC Section 17D.060.220 (Penalties – Further Remedies)

- Makes grammar and capitalization updates.
- Updates the civil infraction reference to the correct SMC section.

Section 28. Amends SMC Section 17D.080.100 (Payment of Fees)

- Corrects departmental title, replacing Building Services Department with Development Services Department.

Section 29. Amends SMC Section 17D.090.040 (Applicability)

- Corrects departmental title, replacing Building Services Department with Development Services Department.
- Makes grammar and capitalization updates.
- Eliminates reference to SMC 17F.040.070 that has since been repealed.

Section 30. Amends SMC Section 17D.090.350 (Penalties – Further Remedies)

- Updates the civil infraction reference to the correct SMC section.

Section 31. Amends SMC Section 17F.010.080 (Promulgation of Decision)

- Corrects departmental title, replacing Building Services Department with Development Services Department.
- Makes grammar and capitalization updates.

Section 32. Amends SMC Section 17F.030.020 (Definitions)

- Corrects departmental title, replacing Development Services Center with Development Services Department.
- Removes reference to the local board of examiners that no longer exists.

- Places all definitions in a table for clarity.

Section 33. Amends SMC Section 17F.030.040 (Installation Permit)

- Corrects departmental title, replacing Building Services Department with Development Services Department.

Section 34. Amends SMC Section 17F.040.085 (Sublevel Construction Controls)

- Corrects departmental position title, replacing Director of Building Services with Director of Development Services.

Section 35. Amends SMC Section 17F.060.020 (Installation Permit)

- Corrects departmental title, replacing Building Services Department and "City of Spokane Plans Reviewers" with Development Services Department.

Section 36. Amends SMC Section 17F.070.420 (Complaint-Content)

- Corrects position title of "director of building services" to Building Official.
- Makes grammar and capitalization updates.

Section 37. Amends SMC Section 17F.070.440 (Departmental Hearing)

- Corrects position title of "director of building services" to Building Official.
- Makes grammar and capitalization updates.
- Amends the section title from "Departmental Hearing" to Building Official Hearing

Section 38. Amends SMC Section 17F.070.450 (Effect of Hearing Order)

- Corrects position title of "director of building services" to Building Official.
- Corrects departmental title, replacing Building Services Department and "City of Spokane Plans Reviewers" with Development Services Department.
- Makes grammar and capitalization updates.

Section 39. Amends SMC Section 17F.080.050 (Fire Equipment Permit)

- Corrects departmental title, replacing Building Services Department with Development Services Department.
- Makes grammar and capitalization updates.

Section 40. Amends SMC Section 17F.090.050 (Conversion Burners)

- Corrects departmental title, replacing Building Services Department with Development Services Department.

Section 41. Amends SMC Section 17G.010.030 (Expiration of Building Permits)

- Corrects departmental title, replacing Building Services Department with Development Services Department.

- Makes grammar and capitalization updates.

Section 42. Amends SMC Section 17G.010.100 (Types of Permits)

- Corrects departmental title, replacing Building Services Department with Development Services Department.

- Makes grammar and capitalization updates.

Section 43. Amends SMC Section 17G.010.140 (Applicant Requirements)

- Corrects departmental title, replacing Building Services Department with Development Services Department.

- Makes grammar and capitalization updates.

Section 44. Amends SMC Section 17G.010.150 (Special Application Requirements for Commercial Building Permits)

- Corrects departmental title, replacing Building Services Department with Development Services Department.

- Makes grammar and capitalization updates.

Section 45. Amends SMC Section 17G.010.160 (Application for Approval of Encroachment)

- Corrects departmental title, replacing Development Services Center with Development Services Department.

- Removes the requirement for a "written" application and changes it to "must make an application to the City Engineer…"

- Makes grammar and capitalization updates.

Section 46. Amends SMC Section 17G.010.170 (Application for Certificate of Occupancy)

- Corrects departmental title, replacing Building Services Department with Development Services Department.

Section 47. Amends SMC Section 17G.010.180 (Application for Safety Certification)

- Corrects departmental title, replacing Building Services Department with Development Services Department.

Section 48. Amends SMC Section 17G.010.200 (Application for Worker's License)

- Corrects departmental title, replacing Building Services Department with Development Services Department.

- Makes grammar and capitalization updates.

- Removes reference to "board of boiler examiners" and "board of gas heating mechanic examiners" and replaces it with Building Official. These boards no longer exist.

Section 49. Amends SMC Section 17G.010.210 (Application for Permits for Special Activities)

- Corrects departmental title, replacing Building Services Department with Development Services Department.

- Makes grammar and capitalization updates.

Section 50. Amends SMC Section 17G.061.000 (Purpose and Administration)

- Corrects departmental title, replacing Building Services Department with Development Services Department.

- Makes grammar and capitalization updates.

Section 51. Severability

- Standard severability language.

Section 52. Clerical Errors

- Standard clerical errors language.

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 09/22/2025

Committee Agenda type: Discussion

Council Meeting Date: 10/20/2025

Date Rec'd	9/17/2025		
Clerk's File #	ORD C36765		
Cross Ref #			
Project #			
Submitting Dept	RETIREMENT	**Bid #**	
Contact Name/Phone	CHRISTINE 6833	**Requisition #**	
Contact E-Mail	CSHISLER@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?** NO	
Agenda Item Name	SPOKANE EMPLOYEES RETIREMENT SYSTEM (SERS) SMC CODE AMENDMENT		

Agenda Wording

This ordinance revises 03.05.210 and 03.05.260 of the Spokane Municipal Code.

Summary (Background)

The SERS Board voted on October 22, 2022 to remove Options A and B in SMC 03.05.210. The SERS Board voted September 4, 2024 to increase minimum time of retiree rehire as a temporary/seasonal employee from one pay period to six months in SMC 03-05-260 and to codify the Temporary Seasonal MOU that changes the annual hours worked from nine hundred sixty (960) hours to four hundred eighty (480) hours.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	SHISLER, CHRISTINE		
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List
cshisler@spokanecity.org

Committee Agenda Sheet
Finance & Administration Committee

Committee Date	September 22, 2025
Submitting Department	Retirement
Contact Name	Christine Shisler
Contact Email & Phone	cshisler@spokanecity.org x6833
Council Sponsor(s)	Jonathan Bingle & Betsy Wilkerson
Select Agenda Item Type	☐ Consent ☒ Discussion Time Requested: 5 minutes
Agenda Item Name	SMC Codes for SERS
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	The SERS Board voted on October 22, 2022 removed Options A and B in SMC 03.05.210. The SERS Board voted September 4, 2024 to increase minimum time of retiree rehire as a temporary/seasonal employee from one pay period to six months in SMC 03-05-260 and to codify the Temporary Seasonal MOU that changes the annual hours worked from nine hundred sixty (960) hours to four hundred eighty (480) hours.

Fiscal Impact

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

Total Cost: Click or tap here to enter text.

Current year cost:

Subsequent year(s) cost:

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

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

Specify funding source: Select Funding Source*

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?
- 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

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

ORDINANCE NO. C36765

An ordinance relating to City of Spokane employee retirement provisions, and amending Sections 03.05.210 and 03.05.260 of the Spokane Municipal Code.

WHEREAS, the SERS Board voted on October 22, 2022 to remove Options A and B in SMC 03.05.210; and

WHEREAS, the SERS Board voted on September 4, 2024 to increase the minimum time of retiree rehire as a temporary/seasonal employee from one pay period to six months in SMC 03.05.260 and to codify the Temporary Seasonal MOU that changes the annual hours worked from nine hundred sixty (960) hours to four hundred eighty (480).

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That section 03.05.210 of the Spokane Municipal Code is amended to read as follows:

Section 03.05.210 Optional Allowance on Retirement

A member may elect to receive, in lieu of the retirement allowance, as provided for in SMC 3.05.160, SMC 3.05.165, SMC 3.05.166 or SMC 3.05.167, its actuarial equivalent in the form of a lesser retirement allowance, payable in accordance with the terms and conditions of one of the options set forth below. Election of any option must be made by written application filed with the retirement system and does not become effective unless approved by the board.

((~~A. Option A.~~

~~The lesser retirement allowance will be payable to the member throughout the member's life, provided that if the member dies before the member receives in annuity payments referred to in SMC 3.05.160(A)(1), SMC 3.05.165(A)(1), SMC 3.05.166(A)(1) or SMC 3.05.167(A)(1) a total amount equal to the amount of accumulated contributions as it was at the date of retirement, the balance of such accumulated contributions will be paid in one sum to the member's estate or to such person as the member shall nominate by written designation duly executed and filed with the retirement system.~~

~~B. Option B.~~

~~The lesser retirement allowance will be payable to the member throughout the member's life, provided that if the member dies before the member receives in annuity payments referred to in~~ SMC 3.05.160(A)(1), ~~SMC 3.05.165(A)(1),~~ SMC 3.05.166(A)(1) ~~or~~ SMC 3.05.167(A)(1) ~~a total amount equal to the amount of accumulated contributions as it was at the date of retirement, the said annuity payments resulting from accumulated contributions will be continued and paid to~~

~~the member's estate or such person as the member shall nominate by written designation duly executed and filed with the retirement system, until the total amount of annuity payments shall equal the amount of accumulated contributions as it was at the date of retirement.~~))

((~~C~~)) A. Option C.

The member elects a "guaranteed period" of any number of years. If the member dies before the lesser retirement allowance has been paid for the number of years elected as the "guaranteed period," the lesser retirement allowance will be continued to the end of the "guaranteed period," and during such continuation be paid to the member's estate or to such person as the member shall nominate by written designation duly executed and filed with the retirement system. The "guaranteed period" begins at date of retirement.

((~~D~~)) B. Option D.

The lesser retirement allowance will be payable to the member throughout life and, after the death of the member, one-half of the lesser retirement allowance shall be continued throughout the life of, and paid to, the spouse of the member, named at time of retirement, if surviving.

((~~E~~)) C. Option E.

The lesser retirement allowance will be payable to the member throughout life, and after death of the member, it shall be continued throughout the life of, and paid to, the spouse of the member named at time of retirement, if surviving.

Once the form of payment in which the member's benefit has become effective (i.e., in either the retirement allowance as provided for in SMC 3.05.160, SMC 3.05.165, SMC 3.05.166 or SMC 3.05.167or one of the ((~~five~~)) three optional forms of benefit provided for above), the form in which that member's benefit is payable is irrevocable and cannot thereafter be changed at any time or for any reason.

Section 2. That section 03.05.260 of the Spokane Municipal Code is amended to read as follows:

Section 03.05.260 Suspension of Allowance During Employment

The payment of any retirement allowance to a member who has been retired will be suspended during the time the member is for any reason an employee of the City and until qualifying for a benefit pursuant to SMC 3.05.165, SMC 3.05.166 or SMC 3.05.167, provided that payment for vacation or sick leave earned in the City service prior to retirement may be made without suspension of allowance, and, provided further, that this provision does not apply to retirees who:

A. become elected officials of the City and do not elect to join the system; or

B. enter into personal services contracts with the City; or

C. employees who, subsequent to retirement, are rehired pursuant to the following criteria:

   1. The position filled is of a temporary/seasonal nature; and

   2. The position is filled only with the approval of the director of human resources ((~~or the mayor's office~~)) and ((~~their~~)) the bargaining unit; and

   3. Employment is limited to ((~~nine hundred sixty (960)~~)) four hundred eighty (480) hours per ((~~twelve-month period~~)) calendar year; and

   4. There is a minimum of ((~~one pay period~~)) six months between the time an employee retires and is rehired as a temporary/seasonal employee.

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:

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

_____
Mayor

_____
Date

Effective Date

Agenda Sheet for City Council:

Committee: PIES **Date:** 09/15/2025

Committee Agenda type: Consent

Council Meeting Date: 10/20/2025

Date Rec'd	9/9/2025		
Clerk's File #	ORD C36766		
Cross Ref #			
Project #			
Submitting Dept	SOLID WASTE DISPOSAL	**Bid #**	
Contact Name/Phone	CHRIS AVERYT 625-6540	**Requisition #**	
Contact E-Mail	CAVERYT@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	SOLID WASTE DISPOSAL SPECIAL HANDLING RATES ORDINANCE		

Agenda Wording

An ordinance relating to solid waste SMC sections 13.02.0568, 13.02.0560 and adopting new section 13.02.564 to chapter 13.02; of the Spokane Municipal Code; and setting an effective date.

Summary (Background)

SMC 13.02 addresses rates charged for solid waste disposal. The addition of section 13.02.564 establishes rates for additional charges for unusual or nonstandard municipal solid waste that requires preapproval of the waste and an appointment for delivery.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

N/A

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

Narrative

N/A

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	AVERYT, CHRIS		
Division Director	FEIST, MARLENE		
Accounting Manager	KECK, KATHLEEN		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
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caveryt@spokanecity.org	

ORDINANCE NO. C36766

AN ORDINANCE relating to solid waste SMC sections 13.02.0568, 13.02.0560 and adopting new section 13.02.564 to chapter 13.02; of the Spokane Municipal Code; and setting an effective date.

The City of Spokane does ordain:

Section 1: That SMC section 13.02.0568 is amended to read as follows:

13.02.0568 Estimates Allowed

A. Where scales are temporarily disabled or not in use, commercial vehicles are assessed a full vehicle load fee based upon comparable weights.

1. Private noncommercial citizen vehicles are assessed a fee based upon the City's estimated cubic yards of the load at

2025	2026
$37.76	$40.40

Per cubic yard plus applicable state taxes.

2. In addition, if a vehicle leaves without weighing out, it will be charged the full authorized loaded gross vehicle weight.

((~~B. Special service at a City disposal facility for disposal of unusual or nonstandard municipal solid waste, as determined by the City, or other special labor costs is at the rate of seventy-five dollars, plus applicable state taxes, per hour or fraction, with a twenty-five dollar minimum charge.~~

~~1. The special service fee shall be in addition to the assessed tipping fee based on weight.~~))

((~~C~~)) B. Where a customer loses his/her loop tag at the disposal site, the City's representative at the disposal site scales will estimate the charge for the customer's load and such estimation will bind the customer.

1. The minimum charge will be for a one-ton load, or more if a larger load is estimated.

2. In addition, the customer may be required to pay a five ($5.00) lost card fee. licensed as such by the state department of social and health services; and;

((~~D~~)) C. Use of scales for weighing only:

2025	2026
$23.19	$24.81

Section 2: That SMC section 13.02.0560 is amended to read as follows:

13.02.0560 General Mixed Solid Waste – Tonnage Fee

A. For solid waste delivered to the Waste-to-Energy Facility (WTE), the charge shall be:

	2025	2026
Per ton charge	$141.90	$151.84
Minimum charge per vehicle	$23.19	$24.81

B. For solid waste delivered to the Northside Landfill, the charge shall be:

	2025	2026
Per ton charge	$141.90	$151.84
Minimum charge per vehicle	$23.19	$24.81

C. For solid waste delivered to the Waste to Energy Facility, which the director determines is non-typical or requires special handling, the charge shall be:

	2025	2026
Per ton charge	$141.90	$151.84
Minimum charge per vehicle	$23.19	$24.81

D. For solid waste delivered to any of the above facilities, from nonprofit generator accounts, the applicable per ton charge above listed in subsection A, B or C shall be reduced nu thirty-five percent. The minimum charge per vehicle is:

2025	2026
$23.19	$24.81

1. The generator shall identify itself as a section 501(c)(3) of the Internal Revenue Code approved nonprofit enterprise or provide similar proof of qualification to the department.

2. The waste shall be the product of the nonprofit business activities, which include was reduction or recycling as a mayor component of its operations.

Section 3: That there is adopted a new section 13.02.564 to chapter 13.02 SMC read as follows:

13.02.564 titled "Special Handling Waste Load Charges"

Services at a City disposal facility for disposal of unusual or nonstandard municipal solid waste, requires preapproval of the waste and an appointment. Any special fees associated with this type of disposal, as determined by the City, shall be in addition to the assessed tipping fee, based on weight.

A. For use of a loader or pallet jack for unloading at the Waste-to-Energy Facility (WTE) the charge shall be:

Per minute	$1.25
Minimum charge	$37.50

B. For a missed appointment at the Waste-to-Energy Facility (WTE) the charge shall be $100.00 per occurrence.

C. If late for an appointment at the Waste-to-Energy Facility (WTE) by more than thirty (30) minutes, the charge shall be $150.00 per occurrence.

D. Special handling appointment times are from 8:00 am through 2:30 pm, Monday through Friday. Appointments may be scheduled outside these specified times at the Waste-to-Energy Facility (WTE) and may be contingent upon available manpower or other factors. The charge for an after-hours appointment shall be:

Per minute	$5.50
Minimum charge	$330.00

Section 4: Effective Date. This ordinance shall take effect and be in force on _____, 2025.

PASSED BY THE CITY COUNCIL ON _____.

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
Assistant City Attorney

_____
Date

_____
Effective Date