CITY OF SPOKANE

REGARDING CITY COUNCIL MEETINGS

City Council's standing committee meetings, Agenda Review Sessions, and Legislative Sessions are held in City Council Chambers – Lower Level of City Hall, 808 W. Spokane Falls Blvd.

City Council Members, City staff, presenters and members of the public have the option to participate virtually via WebEx during all meetings, with the exception of Executive Sessions which are closed to the public. Call in information for the August 25, 2025, meetings is below. All meetings will be streamed live on Channel 5 and online at https://my.spokanecity.org/citycable5/live and https://www.facebook.com/spokanecitycouncil.

WebEx call in information for the week of August 25, 2025:

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

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

To participate in public comment (including Open Forum):

Testimony sign-up is open beginning at 5:00 p.m. on Friday, August 22, 2024, and ending at 6:00 p.m. on Monday, August 25, 2025, via the online testimony sign-up form link which can be accessed by clicking https://my.spokanecity.org/citycouncil/meetings/signup/ or in person outside council chambers beginning at 8:00 a.m. on August 18, 2025. You must sign up by 6:00 p.m. to be called on to testify. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Instructions for participation are provided on the form when you sign up.

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

THE CITY OF SPOKANE

FINAL COUNCIL AGENDA

MEETING OF MONDAY, AUGUST 25, 2025

MISSION STATEMENT

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

MAYOR LISA BROWN
COUNCIL PRESIDENT BETSY WILKERSON
COUNCIL MEMBER JONATHAN BINGLE
COUNCIL MEMBER MICHAEL CATHCART
COUNCIL MEMBER PAUL DILLON
COUNCIL MEMBER KITTY KLITZKE
COUNCIL MEMBER SHELBY LAMBDIN
COUNCIL MEMBER ZACK ZAPPONE

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

City of Spokane Guest Wireless access for Council Chambers:

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

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

LAND ACKNOWLEDGEMENT

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

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

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

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

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

AGENDA REVIEW AND LEGISLATIVE SESSIONS

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

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

ADDRESSING THE COUNCIL

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

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

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

AGENDA REVIEW SESSION

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

ROLL CALL OF COUNCIL

INTERVIEWS OF NOMINEES TO BOARDS AND COMMISSIONS

COUNCIL OR STAFF REPORTS OF MATTERS OF INTEREST

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

APPROVAL BY MOTION OF THE DRAFT AGENDA

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

EXECUTIVE SESSION

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

LEGISLATIVE SESSION

(Council Reconvenes in Council Chamber)

LAND ACKNOWLEDGEMENT

PLEDGE OF ALLEGIANCE

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

ROLL CALL OF COUNCIL

PROCLAMATIONS AND SALUTATIONS

REPORTS FROM COMMUNITY ORGANIZATIONS

ANNOUNCEMENTS
(Announcements regarding Changes to the City Council Agenda)

NO BOARDS AND COMMISSIONS APPOINTMENTS

CONSENT AGENDA

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

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

REPORTS, CONTRACTS AND CLAIMS	RECOMMENDATION	
1. Five-year Master Value Blanket with Spokane House of Hose, Inc. (Spokane Valley, WA) for the as-needed purchase of hoses, tubing and other related items for use by various departments from October 1, 2025, through September 30, 2030−not to exceed $300,000 (incl. tax). (Council Sponsor: Council Member Klitzke)	**Approve**	**OPR 2025-0555 RFQ 6423-25**
2. Contract Renewal 4 of 4 with Arrow Concrete & Asphalt Specialties, Inc. (Spokane Valley, WA) for as-needed road repair services at the Waste to Energy Facility from September 1, 2025, through August 31, 2026−not to exceed $49,000 (incl. tax). (Council Sponsor: Council Member Klitzke)	**Approve**	**OPR 2021-0548 PW ITB 5472-21**
3. Five-year Sole Source Contract with Siemens Energy, Inc. (Orlando, FL) for parts, maintenance and service of the condensing steam turbine generator at the Waste to Energy Facility through April 30, 2030−not to exceed $1,750,000 (plus tax).	**Approve**	**OPR 2025-0556**
4. Report of the Mayor of pending:	**Approve & Authorize Payments**	
a. Claims and payments of previously approved obligations, including those of Parks and Library, through August 15, 2025, total $8,293,476.46, with Parks and Library claims		**CPR 2025-0002**

approved by their respective boards. Warrants excluding Parks and Library total $8,293,476.46.

b. Payroll claims of previously approved obligations through August 16, 2025: $10,371,362.36. CPR 2025-0003

5. Minutes: Approve All

a. City Council Meeting Minutes: July 28, 2025. CPR 2025-0013

b. City Council Public Infrastructure, Environment, and Sustainability Standing Committee Meeting Minutes: August 18, 2025. CPR 2025-0019

6. Service Contract with Hungry Horse Engineering Inc. DBA H2E (Liberty Lake, WA) for Upriver Dam Engineering and Implementation of Supervisory Control and Data Acquisition Upgrade from July 28, 2025, through December 31, 2027—$635,200 (plus tax). (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke) Raylene Gennett

(As amended and deferred from the August 18, 2025, Agenda, during the August 18, 2025, 3:30 p.m. Agenda Review Session) Approve OPR 2025-0543 RFP 6344-25

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

(As amended and deferred from the August 18, 2025, Agenda, during the August 18, 2025, 3:30 p.m. Agenda Review Session) Approve OPR 2025-0551 RFP 4480-18

Council Sponsor requests motion on behalf of City Administration to defer the following item to the September 8, 2025, Agenda (OPR 2025-0436):

8. Change Order No. 1 to the Contract with Inland Asphalt Company (Spokane) for the Sprague/Alki/Broadway Grind & Overlay project relating to street and water main improvements—$1,500,000. (Council Sponsor: Council Member Klitzke) Dan Buller Approve OPR 2025-0436 ENG 2024063

(Deferred from the August 18, 2025, Agenda, during the August 18, 2025, 3:30 p.m. Agenda Review Session)

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

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

(Deferred from the August 18, 2025, Agenda, during the August 18, 2025, 3:30 p.m. Agenda Review Session)

Council Member Cathcart requests motion to consider the following amendment (NOTE: Absent suspension of Council Rules, adoption of the amendment will result in automatic deferral to the September 8, 2025, Agenda):

Cathcart Proposed Amendment:

- **Request motion to amend Special Budget Ordinance C36739 with an updated revised version filed August 20, 2025, and included in agenda packet under Special Budget Ordinance C36739.**

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2025-0060
OPR 2025-0592 **Declaring Washington Equipment Manufacturing Company, Inc. (WEMCO), (Spokane, WA) a sole-source provider and authorizing the City to directly enter into a Value Blanket Order Contract with WEMCO for new proprietary mechanical spare replacement crane parts, that are 100% specific to the two overheard refuse cranes currently employed at the City of Spokane, Waste To Energy Facility (WTEF), for a five (5) year period, without public bidding−$300,000 (plus tax) (Council Sponsors: Council Members Klitzke and Bingle)**

RES 2025-0063 **Updating the appointment of City Council Members to boards, committees, and commissions for 2025. (Council Sponsors: Council President Wilkerson and Council Member Dillon)**

(As amended during the August 18, 2025, 3:30 p.m. Agenda Review Session)

RES 2025-0062 **Approving the loan forgiveness of HOME funds in the El Estero project, totaling $608,750. (Council Sponsors: Council Members Zappone and Klitzke)**
Dawn Kinder

(As amended and deferred from the August 18, 2025, Agenda, during the August 18, 2025, 3:30 p.m. Agenda Review Session)

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

(First Reading of ORD C36718 deferred to the September 15, 2025, Agenda during the August 18, 2025, 3:30 p.m. Agenda Review Session, with Final Reading scheduled to take place on September 22, 2025)

ORD C36723 **Titled "Public Dollars For Public Benefit," relating to City public works; enacting a new Article XI, Chapter 07.06.800 of the Spokane Municipal Code, and setting an effective date. (Council Sponsors: Council Members Dillon and Zappone)**

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

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

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

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

~~**ORD C36732**~~ ~~**Renaming the "Housing Local Sales Fund" to the "Housing Equity and Attainable Residences Trust (HEART) Fund," matching the municipal code with state law, and making the HEART Fund affordable housing**~~

~~program permanent; adopting a new Section 08.07C.051; amending Sections 07.08.155, 08.07C.020, 08.07C.030; and repealing Sections 08.07C.050 and 08.07.060 of the Spokane Municipal Code. (Council Sponsors: Council Members Zappone and Dillon)~~

(First Reading of ORD C36732 deferred to the September 15, 2025, Agenda during the August 18, 2025, 3:30 p.m. Agenda Review Session, with Final Reading scheduled to take place on September 22, 2025)

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

(First Reading of ORD C36733 deferred to the September 15, 2025, Agenda during the August 18, 2025, 3:30 p.m. Agenda Review Session, with Final Reading scheduled to take place on September 22, 2025)

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

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

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

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

(First Reading of ORD C36743 deferred to this agenda during the August 18, 2025, 3:30 p.m. Agenda Review Session, thereby deferring the Final Reading to September 8, 2025)

ORD C36744 **(To be considered under Hearings Item H1.)**

ORD C36745 **(To be considered under Hearings Item H2.)**

ORD C36748 **(To be considered under Hearings Item H3.)**

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

FIRST READING ORDINANCES

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

The following item and proposed amendments were deferred from the August 18, 2025, Agenda during the August 18, 2025, 3:30p.m. Agenda Review session (ORD C36743):

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

Council President Wilkerson requests motion to consider the following amendment (NOTE: Absent suspension of Council Rules, adoption of the amendment will result in automatic deferral of the First Reading to the September 8, 2025, Agenda, and the Final Reading to the September 15, 2025, Agenda):

Wilkerson Proposed Amendment:

- **Request motion to amend First Reading Ordinance C36743 with proposed updated revised version filed August 13, 2025, and included in agenda packet under First Reading Ordinance C36743.**

Council Member Cathcart requests motion to consider the following amendment (NOTE: Absent suspension of Council Rules, adoption of the amendment will result in automatic deferral of the First Reading to the September 8, 2025, Agenda, and the Final Reading to the September 15, 2025, Agenda):

Cathcart Proposed Amendment:

- **Request motion to amend First Reading Ordinance C36743 with proposed updated revised version filed August 13, 2025, and included in agenda packet under First Reading Ordinance C36743.**

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

HEARINGS

		RECOMMENDATION	
H1.	Final Reading Ordinance C36744 related to the designation of and requirements for streets, alleys, and driveways; amending Spokane Municipal Code sections 17A.020.030, .040, .120, .160, 17C.111.340, and 17H.010.010, .090, .130; and creating a new section 17H.010.015. (Council Sponsors: Council Members Dillon, Bingle, and Cathcart) (As amended during the August 18, 2025, 3:30 p.m. Agenda Review Session)	Hold Hearing/ Close Hearing/ Pass Upon Roll Call Vote	ORD C36744
H2.	Final Reading Ordinance C36745 related to roadway naming and addressing standards, amending Spokane Municipal Code sections 17D.050A.040, .050, .100, and .160. (Council Sponsors: Council Members Dillon, Bingle, and Cathcart) (As amended during the August 18, 2025, 3:30 p.m. Agenda Review Session)	Hold Hearing/ Close Hearing/ Pass Upon Roll Call Vote	ORD C36745
H3.	Final Reading Ordinance C36748 an Interim Zoning Ordinance related to the calculation of density in Planned Unit Developments; amending Section 17G.070.030 of the Spokane Municipal Code; setting a public hearing; and establishing a work program (Council Sponsors: Council Members Bingle and Dillon) (As amended during the August 18, 2025, 3:30 p.m. Agenda Review Session)	Hold Hearing/ Close Hearing/ Pass Upon Roll Call Vote	ORD C36748

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

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

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

NOTES

Agenda Sheet for City Council:

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

Committee Agenda type: Consent

Council Meeting Date: 08/25/2025

Date Rec'd	7/15/2025		
Clerk's File #	OPR 2025-0555		
Cross Ref #			
Project #			
Submitting Dept	SOLID WASTE DISPOSAL	**Bid #**	RFQ 6423-25
Contact Name/Phone	CHRIS AVERYT 625-6540	**Requisition #**	MASTER VB
Contact E-Mail	CAVERYT@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	4490 MASTER VALUE BLANKET FOR HOSES, TUBING, FITTINGS AND RELATED		

Agenda Wording

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

Summary (Background)

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

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

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

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

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

Council Subcommittee Review

N/A

Fiscal Impact

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

Narrative

This is a routine repair and maintenance supply expense that will only be utilized on an as-needed basis by various departments.

Amount		Budget Account
Expense	$ 300,000.00	# VARIOUS
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Program Revenue

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

Yes

Expense Occurrence	Recurring

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

This value blanket is intended to decrease the volume of P-Card purchases for similar items throughout City departments.

Approvals		Additional Approvals	
Dept Head	AVERYT, CHRIS	**PURCHASING**	PRINCE, THEA
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	mdorgan@spokanecity.org
jsalstrom@spokanecity.org	tprince@spokanecity.org
rrinderle@spokanecity.org	

Bid Response Summary

Bid Number	RFQ 6423-25
Bid Title	HOSES, TUBING, FITTINGS AND RELATED ITEMS, AND FABRICATION OF HOSE ASSEMBLIES – As-Needed Over Five-Year Period For Various City of Spokane Departments
Due Date	Thursday, July 10, 2025 9:00:00 AM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status	Open for Bidding
Company	Spokane House of hose Ind
Submitted By	David Picker - Thursday, July 10, 2025 7:34:08 AM [(UTC-08:00) Pacific Time (US & Canada)]
	d.picker@spokanehose.com 509-535-3638
Comments	

Question Responses

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

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

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

	#1	The Purchaser reserves the right to reject any or all Bids; to waive minor deviations from the specifications, to waive any informality in Bids received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Bid at prices shown.	I acknowledge and I understand
AWARD OF VALUE BLANKET ORDER			
	#1	Any resulting Value Blanket Order Contract shall be awarded by City Council, to the Bidder whose Bid is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. INTERLOCAL AND STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A BID. Unsuccessful Bidders will not automatically be notified of Bid results.	I acknowledge and I understand
PAYMENT TERMS			
	#1	Vendor acknowledges that payment shall be made via direct deposit/ACH (except as provided by state law) Net 30 after receipt of the goods/services ordered. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.	I acknowledge and I understand
INVOICING			

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

	#1	In accordance with SMC 7.06.172(A), the Bidder certifies that the products bid and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCB's). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful bidder to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.	Yes
	#2	As far as you know has this type product been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?	Don't Know
	#3	If so were PCBs found at a measurable level?	Don't Know
	#4	As far as you know has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?	Don't Know
	#5	If so attach the results or note from whom the results can be obtained.	N/A
	#6	Do you have reason to believe the product contains measurable levels of PCBs?	No
	#7	Do you have reason to believe the product packaging contains measurable levels of PCBs?	No
BIDDER INFORMATION			
	#1	Please indicate the appropriate point of contact (including phone number and email) regarding this Bid and placement of orders if awarded. If these actions will not be managed by the same person, please explicitly specify all relevant contacts.	David Picker d.picker@spokanehose.com 509-994-6512
ORGANIZATION			

	#1	Bidder Should Enter If Proposal Is of an Individual, Partnership, Corporation, and Existing Under The Laws of What US State. Enter Information Here	Corporation - Washington State
UBI NUMBER			
	#1	The Vendor shall be a Washington State registered at time of Award. Enter Washington Unified Business Identification Number (WA UBI) Here:	600107095
CITY OF SPOKANE BUSINESS REGISTRATION REQUIREMENT			
	#1	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Bidder shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 1-360-705-6741 to obtain a business registration. If the Bidder does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.	I acknowledge and I understand
	#2	City of Spokane Business Registration Number	600107095
PROPRIETARY INFORMATION/PUBLIC DISCLOSURE			

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

	#1	The City of Spokane reserves the right to purchase additional items at the quoted price. Vendor agrees to sell at the same price, terms and conditions.	Yes
INTERLOCAL PURCHASE AGREEMENTS			
	#1	The City of Spokane has entered into Interlocal Purchase Agreements with other public Agencies pursuant to chapter 39.34 RCW. In submitting a response, the Proposer agrees to provide its services to other public Agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. The Firm's right to refuse to enter into a contract with another public Agency at the time of request shall be absolute.	Yes
MINORITY BUSINESS ENTERPRISE			
	#1	Vendor (is___, is not ___) a Minority Business Enterprise. A Minority Business Enterprise is defined as a "business, privately or publicly owned, at least 51% of which is owned by minority group members." For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.	Is
SMALL BUSINESS			

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

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

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

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

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

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

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

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

FABRICATION OF HOSE ASSEMBLIES	
Vendor to provide a Percentage Markup to be applied to the Vendor's overall total cost to fabricate a hose assembly, taking account required labor and all associated material costs (to include but not limited to required hose, end caps, fittings, and needed hardware). Percentage markup would remain unchanged throughout the life of the 5-year resulting value blanker order. **Enter Vendor's Percentage Markup here:**	Pricing for assembly to be determined at the time of order placement per technical specification 3.1, throughout the life of the contract. Total assembly cost would be comprised of all parts, material, and labor(% markup is not applicable).
Vendor is responsible for all associated freight for materials needed to fabricate hose assemblies to include delivery to applicable City Department placing order; unless material item types needed to fabricate an assembly are not commonly stocked by the Vendor. **Freight cost for non-stocked items needed to fabricate hose assemblies will be prepay and add.**	

ADDITIONAL HOSES, TUBING, FITTINGS AND RELATED ITEMS

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

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

HOSE ITEMS

Item Number	Description	Manufacturer	Sell Unit of Measure	Annual Estimated Qty More Or Less	Enter Unit Price Per Stated Sell Unit of Measure	Is Item Commonly Stocked by Bidder. Enter Yes or No	Is Bidder Quoting Or-Equal. Enter Yes or No	Part Number and Manufacturer er if Quoting Or-Equal
1/2#10	Hose, General Purpose Air Hose, 250 psi Color Red. AIR-#10 GEN PURP 1/2" Inside Diameter	CONTITECH	FT	1	1.6	Yes	No	
1/2#10BK	Hose, General Purpose Air Hose, 200 psi Color Black. AIR-#10 GEN PURP 1/2" Inside Diameter	CONTITECH	FT	1	1.21	Yes	No	
1#10	Hose, General Purpose Air Hose, 250 psi Color Red. AIR-#10 GEN PURP 1" Inside Diameter	CONTITECH	FT	1	3.45	Yes	No	
11/2#10	Hose, General Purpose Air Hose, 250 psi Color Red. AIR-#10 GEN PURP 1-1/2" Inside Diameter	CONTITECH	FT	1	7.71	Yes	No	
11/4#10	Hose, General Purpose Air Hose, 250 psi Color Red. AIR-#10 GEN PURP 1-1/4" Inside Diameter	CONTITECH	FT	1	6.79	Yes	No	
3/4#10	Hose, General Purpose Air Hose, 250 psi Color Red. AIR-#10 GEN PURP 3/4"" Inside Diameter	CONTITECH	FT	1	2.45	Yes	No	
3/4#10BK	Hose, General Purpose Air Hose, 200 psi Color Black. AIR-#10 GEN PURP 3/4" Inside Diameter	CONTITECH	FT	1	1.9	Yes	No	

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

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

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

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

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

OR-163	O-RING NITRILE 6	APG	EA	1	0.4	Yes	No	
OR-117	O-RING NITRILE.81	APG	EA	1	0.04	Yes	No	
OR-225	O-RING NITRILE1.8	APG	EA	1	0.12	Yes	No	
OR-230	O-RING NITRILE2.5	APG	EA	1	0.16	Yes	No	
16-252URE	O-RING SEAL #16FL	APG	EA	1	3.62	Yes	No	
70-103-01	Valve APOLLO BR 1/2	APOLLO	EA	1	43.11	Yes	No	
70-101-01	Valve APOLLO BR 1/4	APOLLO	EA	1	43.1	Yes	No	
70-107-01	Valve APOLLO BR 11/2"	APOLLO	EA	1	191.7	Yes	No	
70-104-01	Valve APOLLO BR 3/4	APOLLO	EA	1	71.09	Yes	No	
70-603-01	Valve APOLLO BR 3- WAY 1	APOLLO	EA	1	78.15	Yes	No	
JS306	BAND-IT JR GAL 13	BANDIT	EA	1	1.73	Yes	No	
JS311	BAND-IT JR GAL 3"	BANDIT	EA	1	2.8	Yes	No	
1/8CPL	BLACK PIPE MERCHA	BAXTER	EA	1	3.5	Yes	No	
1/8-3N	BLACK PIPE NIP	BAXTER	EA	1	4.62	Yes	No	
3-2BR	BLACK PIPE BELL R	BAXTER	EA	1	80.66	Yes	No	
3-2BU	BLACK PIPE BUSH	BAXTER	EA	1	26.3	Yes	No	
3/4CLN	BLACK PIPE CLOSE	BAXTER	EA	1	3.86	Yes	No	
3/4CPL	BLACK PIPE MERCHA	BAXTER	EA	1	8.5	Yes	No	
3/4-2N	BLACK PIPE NIP	BAXTER	EA	1	4.1	Yes	No	
3/490STEL	BLACK PIPE STREET	BAXTER	EA	1	8.42	Yes	No	
3/4TEE	BLACK PIPE TEE	BAXTER	EA	1	7.82	Yes	No	
21/290EL-G	GALV PIPE ELBOW 9	BAXTER	EA	1	24.39	Yes	No	

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PROPOSAL LETTER

RFQ: 6423-25

ATTN: City of Spokane Procurement Department

PURPOSE:

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

Point of Contact(Project manager):

Sales Manager: David Picker

d.picker@spokanehose.com

509-994-6512

Point of Contact relevant experience:

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

SHOH capabilities:

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

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

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: SPOKANE HOUSE OF HOSE, INC.

Business name: SPOKANE HOUSE OF HOSE, INC.

Entity type: Profit Corporation

UBI #: 600-107-095

Business ID: 001

Location ID: 0001

Location: Active

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

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

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Franklin County General Business - Non-Resident	5860			Active	Apr-30-2026	Apr-10-2025
Pasco General Business - Non-Resident				Pending	Apr-30-2026	
Spokane General Business - Non-Resident	T12008187BUS			Active	Jan-31-2026	Oct-15-2012
Spokane Valley General Business	00594			Active	Jan-31-2026	Feb-03-2004

Owners and officers on file with the Department of Revenue

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

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

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Agenda Sheet for City Council:

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

Committee Agenda type: Consent

Council Meeting Date: 08/25/2025

Date Rec'd	7/15/2025		
Clerk's File #	OPR 2021-0548		
Cross Ref #			
Project #			
Submitting Dept	SOLID WASTE DISPOSAL	**Bid #**	PW ITB 5472-21
Contact Name/Phone	CHRIS AVERYT 625-6540	**Requisition #**	CR 27718
Contact E-Mail	CAVERYT@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	4490 CONTRACT RENEWAL FOR ROAD REPAIR SERVICES		

Agenda Wording

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

Summary (Background)

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

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

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

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

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

Council Subcommittee Review

N/A

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 49,000.00
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

This is a routine repair and maintenance service expense that is planned for annually in the Solid Waste Disposal budget.

Amount		Budget Account
Expense	$ 49,000.00	# 4490-44100-37148-54801-34002
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Program Revenue

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

Yes

Expense Occurrence	Recurring

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

Approvals		Additional Approvals	
Dept Head	AVERYT, CHRIS	PURCHASING	PRINCE, THEA
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

Jeff Hoenthal, jeffh@asphaltsupply.net	mdorgan@spokanecity.org
jsalstrom@spokanecity.org	tprince@spokanecity.org
rrinderle@spokanecity.org	

City Clerk's No. OPR 2021-0548

City of Spokane

CONTRACT RENEWAL No. 4 of 4

Title: Road Repair Services

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

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

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

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

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

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

3. COMPENSATION.
The City shall pay an estimated maximum annual cost not to exceed **FORTY-NINE THOUSAND AND 00/100 ($49,000.00)** for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

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

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

ARROW CONCRETE SPECIALTIES, INC.	**CITY OF SPOKANE**
By_____	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:
Certificate of Debarment
Contractor's 2025-2026 Renewal Pricing

25-159

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)

CITY OF SPOKANE - WTEF 2900 S GEIGER BLVD SPOKANE, WA 99224-5400 PHONE 509 625 6527	Base Year		1st Renewal		2nd Renewal		3rd Renewal		4th Renewal	
	Valid 9/1/2021 Through 8/31/2022		Valid 9/1/2022 Through 8/31/2023		Valid 9/1/2023 Through 8/31/2024		Valid 9/1/2024 Through 8/31/2025		Valid 9/1/2025 Through 8/31/2026	
OPR 2021-0548 PW ITV 5472-21 (Re-bid) Road Repair Services Spokane Solid Waste Disposal, WTEF - Reoccurring Annual Requirement	OPR 2021-0548		OPR 2021-0549		OPR 2021-0549		OPR 2021-0549		OPR 2021-0549	

Item	Qty	Unit Price	Extended Price		Unit Price	Extended Price		Unit Price	Extended Price		Unit Price	Extended Price		Unit Price	Extended Price	
Combined Mobilization / Demobilization Cost: (Estimated Annual Requirement 1) All-inclusive Combined Mobilization / Demobilization Cost. Cost Does Not Include Tax	1	$2,500.00	$2,500		$2,500.00	$2,500		$2,500.00	$2,500		$2,500.00	$2,500		$ 3000.01	$ 3000.02	
POTHOLE REPAIR: (Estimated Annual Requirement 20 square feet more or less) Cost Does Not Include Tax.	20 Sq Ft	$92.50	$1,850	Minimum Charge	$92.50	$1,850	Minimum Charge	$92.50	$1,850	Minimum Charge	$92.50	$1,850	Minimum Charge	$ 92.50	$ 1850	Minimum Charge
CRACK SEALING: (Estimated Annual Requirement 10,000 Linear Feet more or less) Cost Does Not Include Tax	10,000 Linear FT	$1.20	$12,000		$1.20	$12,000		$1.20	$12,000		$1.20	$12,000		$ 1.25	$ 12,500	
SEAL COATINGING: (Estimated Annual Requirement 4000 square feet more or less) Cost Does Not Include Tax	4000 Sq Ft	$0.30	$1,200		$0.30	$1,200		$0.30	$1,200		$0.37	$1,480		$ .37	$ 1480	
Subtotal		$17,550.00			$17,550.00			$17,550.00			$17,830.00				$ 18,830	
9.1% ~~Sales Tax 0%~~		$1,579.50			$1,579.50			$1,579.50			$1,604.70				$ 1713.53	
Extended Total		$19,129.50			$19,129.50			$19,129.50			$19,434.70				$ 20,543.53	

Arrow Concrete & Paving	Name	Jeff Hohenthal
Jeff Hohenthal 509-922-7847	Date	6/25/25
jeffh@asphaltsupply.net	Signature	Jeff Hohenthal

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: ARROW CONCRETE AND ASPHALT SPECIALTIES, LLC

Business name: ARROW CONCRETE AND ASPHALT SPECIALTIES, LLC.

Entity type: Limited Liability Company

UBI #: 601-619-703

Business ID: 001

Location ID: 0001

Location: Active

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

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

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Filter

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

Owners and officers on file with the Department of Revenue

Owners and officers	Title
ARROW CONSTRUCTION HOLDINGS LLC	

Registered Trade Names

Registered trade names	Status	First issued
ARROW CONCRETE AND ASPHALT SPECIALTIES, LLC.	Active	Feb-07-2023

View Additional Locations

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

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ARROCON-04 MRUDNEVA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/9/2025

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

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

PRODUCER	CONTACT NAME: Andrew Stangeland, ACSR
Alliant Insurance Services, Inc. 818 W Riverside Ave Ste 800 Spokane, WA 99201	PHONE (A/C, No, Ext): (509) 343-9525 FAX (A/C, No): E-MAIL ADDRESS: andrew.stangeland@alliant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Western National Assurance Company	24465
INSURER B : Western National Mutual Insurance Company	15377
INSURER C : SiriusPoint Specialty Insurance Corportation	16820
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Arrow Concrete & Asphalt Specialties LLC
9915 East Trent Avenue
Spokane Valley, WA 99206-4204

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

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

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

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

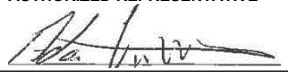
CERTIFICATE HOLDER

City of Spokane
808 W Spokane Falls Boulevard
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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Certificate Disclaimer

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

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

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

Alliant Insurance Services, Inc.
818 W Riverside Ave Ste 800
Spokane, WA 99201

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):
PER WRITTEN CONTRACT OR AGREEMENT WHERE YOU AGREED TO PROVIDE A SEPARATE GENERAL AGGREGATE LIMIT FOR EACH PROJECT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

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

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

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2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

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

E. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

STOP GAP – EMPLOYERS LIABILITY COVERAGE ENDORSEMENT – WASHINGTON

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

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

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

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

COVERAGE - STOP GAP - EMPLOYERS LIABILITY

1. **Insuring Agreement**

   a. We will pay those sums that the insured becomes legally obligated by Washington Law to pay as damages because of "bodily injury by accident" or "bodily injury by disease" to your "employee" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any accident and settle any claim or "suit" that may result. But:

   (1) The amount we will pay for damages is limited as described in **Section III - Limits Of Insurance;** and

   (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under this coverage.

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

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

   (1) The:

   (a) "Bodily injury by accident" or "bodily injury by disease" takes place in the "coverage territory";

   (b) "Bodily injury by accident" or "bodily injury by disease" arises out of and in the course of the injured "employee's" employment by you; and

   (c) "Employee", at the time of the injury, was covered under a worker's compensation policy and subject to a "workers compensation law" of Washington; and

   (2) The:

   (a) "Bodily injury by accident" is caused by an accident that occurs during the policy period; or

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

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c. The damages we will pay, where recov ery is permitted by law, include damages:

(1) For:

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

(b) Care and loss of services; and

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

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

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

2. **Exclusions**

This insurance does not apply to:

a. **Intentional Injury**

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

b. **Fines Or Penalties**

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

c. **Statutory Obligations**

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

d. **Contractual Liability**

Liability assumed by you under any contract or agreement.

e. **Violation Of Law**

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

f. **Termination, Coercion Or Discrimination**

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

g. **Failure To Comply With "Workers Compensation Law"**

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

(1) Deprived of common law defenses; or

(2) Otherwise subject to penalty;

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

h. **Violation Of Age Laws Or Employment Of Minors**

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

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

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

i. **Federal Laws**

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

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

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

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

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

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

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

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

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

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

j. **Punitive Damages**

Multiple, exemplary or punitive damages.

k. **Crew Members**

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

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

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

If you are designated in the Declarations as:

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

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

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

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

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

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

1. The Limits of Insurance shown in the Schedule of this endorsement and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

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

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

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

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

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

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

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

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

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

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

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(3) The nature and location of any injury.

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

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

(2) Notify us as soon as practicable.

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

c. You and any other involved insured must:

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

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

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

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

(5) Do nothing after an injury occurs that would interfere with our right to recover from others.

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

F. For the purposes of this endorsement, Paragraph **4.** of the **Definitions** Section is replaced by the following:

4. "Coverage territory" means:

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

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

c. All other parts of the world if the injury or damage arises out of the activities of a person whose home is in the territory described in **a.** above, but who is away for a short time on your business;

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

G. The following are added to the **Definitions** Section:

1. "Workers Compensation Law" means the Workers Compensation Law and any Occupational Disease Law of Washington. This does not include provisions of any law providing non-occupational disability benefits.

2. "Bodily injury by accident" means bodily injury, sickness or disease sustained by a person, including death, resulting from an accident. A disease is not "bodily injury by accident" unless it results directly from "bodily injury by accident".

3. "Bodily injury by disease" means a disease sustained by a person, including death. "Bodily injury by disease" does not include a disease that results directly from an accident.

H. For the purposes of this endorsement, the definition of "bodily injury" does not apply.

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COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

SECTION I – COVERAGES AMENDMENTS

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

A. Non Owned Aircraft Or Watercraft

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

g. Aircraft, Auto Or Watercraft

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

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

This exclusion does not apply to:

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

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

(a) Less than 50 feet long; and

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

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

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

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

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

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

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

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B. Damage To Property Coverage Extensions

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

j. Damage To Property

"Property damage" to:

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

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

(3) Property loaned to you;

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

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

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

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

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

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

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

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

(1) $25,000 any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence";

(2) $50,000 annual aggregate; and

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

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

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

C. Damage To Premises Rented To You

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

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

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

D. Personal And Advertising Injury

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

b. Material Published With Knowledge Of Falsity

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

c. Material Published Prior To Policy Period

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

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

E. Supplementary Payments – Coverages A and B

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

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

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

SECTION II – WHO IS AN INSURED AMENDMENTS

A. Employee Bodily Injury To A Co-Employee

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

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

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

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

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

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

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

B. Newly Acquired Organizations

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

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

The following are added:

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

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

However,

a. The insurance afforded to such vendor only applies to the extent permitted by law; and

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

2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

a. The insurance afforded the vendor does not apply to:

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

(2) Any express warranty unauthorized by you;

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

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

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

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

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

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

(i) The exceptions contained in Subparagraphs **(4)** or **(6)**; or

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

3. This Provision **C.** does not apply:

a. To any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products;

b. To any vendor for which coverage as an additional insured specifically is scheduled by endorsement; or

c. When liability included within the "products-completed operations hazard" has been excluded for such product either by the provisions of the coverage part or by endorsement.

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

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

a. The minimum amount required by the contract or agreement; or

b. The Limits of Insurance shown in the Declarations;

whichever is less.

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

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

This insurance does not apply to:

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

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

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

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

D. Blanket Additional Insured – Lessor Of Leased Equipment

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

However, the insurance afforded to such additional insured:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

c. Does not apply to any "occurrence" which takes place after the equipment lease expires;

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

2. With respect to the insurance afforded to the Lessor, the following additional exclusions apply:
"Bodily injury" or "property damage" arising out of:

(1) The assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the Lessor would have in the absence of the contract or agreement;
(2) Any express warranty made by the Lessor;
(3) The demonstration, installation, servicing, inspections, adjustments, tests, repair, or maintenance operations by or for the Lessor;
(4) The negligence or strict liability of the Lessor for its own acts or or omissions or those of its employees or anyone else acting on its behalf; or
(5) Any failure on the part of the Lessor to provide information, instructions and/or warnings with respect to the maintenance, use or operation of the equipment.

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

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

a. The minimum amount required by the contract or agreement; or

b. The Limits of Insurance shown in the Declarations;

whichever is less.

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

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

   This insurance does not apply to:

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

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

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

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

E. Blanket Additional Insured – Managers Or Lessors Of Premises

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

   This insurance does not apply to:

   a. Any "occurrence" which takes place after you cease to be a tenant in that premises.

   b. Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

   However:

   a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

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

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

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

   a. The minimum amount required by the contract or agreement; or

   b. The Limits of Insurance shown in the Declarations;

   whichever is less.

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

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

   This insurance does not apply to:

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

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

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

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

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

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

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

However:

a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

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

2. This insurance does not apply to:

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

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

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

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

a. The minimum amount required by the contract or agreement; or

b. The Limits of Insurance shown in the Declarations;

whichever is less.

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

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

This insurance does not apply to:

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

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

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

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

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

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

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

a. The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

b. The construction, erection or removal of elevators; or

c. The ownership, maintenance or use of any elevators covered by this insurance.

However,

a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

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

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

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

a. The minimum amount required by the contract or agreement; or

b. The Limits of Insurance shown in the Declarations;

whichever is less.

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

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

This insurance does not apply to:

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

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

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

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

SECTION III – LIMITS OF INSURANCE AMENDMENTS

A. Damage To Premises Rented To You

Paragraph **6.** is replaced by the following:

6. Subject to Paragraph **5.** above, the most we will pay under Coverage **A** for damages because of “property damage” to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner is the greater of:

a. $300,000; or

b. The amount shown next to the Damage To Premises Rented To You Limit in the Declarations.

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

B. Medical Expense Limit

Paragraph **7.** is replaced with the following:

7. Subject to Paragraph **5.** above, the most we will pay under Coverage **C** for all medical expenses because of “bodily injury” sustained by any one person is the greater of:

a. $10,000; or

b. The amount shown next to the Medical Expense Limit in the Declarations.

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

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS AMENDMENTS

A. Knowledge Of Occurrence

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

e. You must give us or our authorized representative prompt notice of an “occurrence”, claim or loss only when the “occurrence”, claim or loss is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) An executive officer or insurance manager, if you are a corporation; or

(4) A member or manager, if you are a limited liability company.

B. Other Insurance

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

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

C. Unintentional Failure To Disclose Hazards

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

6. Representations And Unintentional Failure To Disclose Hazards

a. By accepting this policy, you agree:

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

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

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

b. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

D. Waiver of Subrogation

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

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

SECTION V – DEFINITIONS AMENDMENTS

A. Insured Contract Amended

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

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

B. Personal And Advertising Injury Redefined

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

d. Oral, written, televised, videotaped or electronic publication of material that slanders or libels a person or organization or disparages a person’s or organization’s goods, products or service;

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. Additional Insured – Operations

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

(1) Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and

(2) Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

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

a. Your acts or omissions; or

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

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

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

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

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

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

2. Additional Insured – Completed Operations

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

(1) Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and

(2) Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph **1.** above.

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

a. Your acts or omissions; or

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

and included in the “products-completed operations hazard”.

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

(1) A person or organization's status as an insured under Additional Insured – Completed Operations continues only for the period of time required by any written contract or agreement.

(2) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor-project manager or owner of the construction project in which you are involved.

3. Primary and Noncontributory

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

Primary And Noncontributory Insurance

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

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

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

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

A. The Amendment of Insured Contract Definition (Endorsement CG 24 26) does not apply to an additional insured.

B. The coverage provided under Paragraph **f.** of the definition of "insured contract" under **Section V – Definitions** does not apply to an additional insured under this endorsement unless required by a written contract or agreement.

C. The insurance afforded to such additional insured only applies to the extent permitted by law; and

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

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

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

(1) The minimum amount required by the contract or agreement; or

(2) The Limits of Insurance shown in the Declarations;

whichever is less.

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

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

This insurance does not apply to:

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

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

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

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

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BUSINESS AUTO ENHANCEMENT EDGE ENDORSEMENT

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO ENHANCEMENT EDGE ENDORSEMENT

This endorsement modifies the insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

SECTION I – COVERED AUTOS COVERAGE AMENDMENTS

A. Temporary Substitute Vehicle Physical Damage

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

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

a. Breakdown;

b. Repair;

c. Servicing;

d. "Loss", or

e. Destruction;

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

SECTION II – COVERED AUTOS LIABILITY COVERAGE AMENDMENTS

A. Who Is An Insured

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

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

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

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

(1) is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first;

(2) does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization;

(3) does not apply to any newly acquired or formed organization that is a joint venture or partnership; and

(4) does not apply to an "insured" under any other automobile liability policy or would be an "insured" under such a policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

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

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

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B. Blanket Additional Insured

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

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

C. Liability Coverage Extensions – Supplementary Payments

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

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

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

D. Fellow Employee Coverage

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

Co-Employee Lawsuit Defense Cost Reimbursement

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

SECTION III – PHYSICAL DAMAGE COVERAGE AMENDMENTS

A. Towing

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

2. Towing

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

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

B. Transportation Expense – Limits Amended

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

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

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

D. Personal Effects Coverage

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

c. Personal Effects

We will pay up to $500 for "loss" to personal effects, which are:

(1) Owned by an "insured"; and

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

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

E. Glass Repair – Deductible Waiver

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

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

F. Hired Auto Physical Damage

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

5. Hired Auto Physical Damage

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

a. The most we will pay for any one "loss" is $50,000 or the actual cash value or cost to repair or replace, whichever is less, minus a deductible;

b. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. Any Comprehensive deductible does not apply to "loss" caused by fire or lightening;

c. Hired Auto Physical Damage coverage is excess over any other collectible insurance; and

d. Subject to the above limit, deductible and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

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

G. Rental Reimbursement

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

6. Rental Reimbursement

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

a. We will pay for rental reimbursement expenses incurred by you for the rental of a private passenger or light truck type "auto" because of "loss" to a covered private passenger or light truck type "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered private passenger or light truck type "auto." No deductibles apply to this coverage.

b. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

(1) The number of days reasonably required to repair or replace the covered private passenger or light truck type "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered private passenger or light truck type "auto" and return it to you; or

(2) 30 days.

c. Our payment is limited to the lesser of the following amounts:

(1) Necessary and actual expenses incurred, or

(2) $50 per day, up to a maximum of $1,000.

d. This coverage does not apply while there are spare or reserve private passenger or light truck type "autos" available to you for your operations.

e. If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions.**

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

H. Accidental Airbag Deployment Coverage

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

7. Accidental Airbag Deployment Coverage

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

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

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

I. Auto Loan/Lease Gap Coverage

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

8. Auto Loan/Lease Gap Coverage

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

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

a. The amount paid under the Physical Damage Coverage Section on the policy; and

b. Any:

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

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

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

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

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

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

SECTION IV – BUSINESS AUTO CONDITIONS AMENDMENTS

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

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

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

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) An executive officer or insurance manager, if you are a corporation; or

(4) A member or manager, if you are a limited liability company.

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

B. Blanket Waiver of Subrogation

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

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

C. Unintentional Failure to Disclose Hazards

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

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

D. Employee Hired Auto

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

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

(1) Any covered "auto" you lease, hire, rent or borrow.

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

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

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

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

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

(1) Such "insured" is a Named Insured under such other insurance; and

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

BUSINESS AUTO ENHANCEMENT EDGE ENDORSEMENT

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

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO ENHANCEMENT EDGE ENDORSEMENT

This endorsement modifies the insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

SECTION I – COVERED AUTOS COVERAGE AMENDMENTS

A. Temporary Substitute Vehicle Physical Damage

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

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

a. Breakdown;

b. Repair;

c. Servicing;

d. "Loss", or

e. Destruction;

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

SECTION II – COVERED AUTOS LIABILITY COVERAGE AMENDMENTS

A. Who Is An Insured

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

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

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

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

(1) is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first;

(2) does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization;

(3) does not apply to any newly acquired or formed organization that is a joint venture or partnership; and

(4) does not apply to an "insured" under any other automobile liability policy or would be an "insured" under such a policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

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

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

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B. Blanket Additional Insured

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

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

C. Liability Coverage Extensions – Supplementary Payments

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

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

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

D. Fellow Employee Coverage

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

Co-Employee Lawsuit Defense Cost Reimbursement

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

SECTION III – PHYSICAL DAMAGE COVERAGE AMENDMENTS

A. Towing

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

2. Towing

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

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

B. Transportation Expense – Limits Amended

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

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

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

D. Personal Effects Coverage

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

c. Personal Effects

We will pay up to $500 for "loss" to personal effects, which are:

(1) Owned by an "insured"; and

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

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

E. Glass Repair – Deductible Waiver

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

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

F. Hired Auto Physical Damage

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

5. Hired Auto Physical Damage

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

a. The most we will pay for any one "loss" is $50,000 or the actual cash value or cost to repair or replace, whichever is less, minus a deductible;

b. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. Any Comprehensive deductible does not apply to "loss" caused by fire or lightening;

c. Hired Auto Physical Damage coverage is excess over any other collectible insurance; and

d. Subject to the above limit, deductible and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

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

G. Rental Reimbursement

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

6. Rental Reimbursement

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

a. We will pay for rental reimbursement expenses incurred by you for the rental of a private passenger or light truck type "auto" because of "loss" to a covered private passenger or light truck type "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered private passenger or light truck type "auto." No deductibles apply to this coverage.

b. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

(1) The number of days reasonably required to repair or replace the covered private passenger or light truck type "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered private passenger or light truck type "auto" and return it to you; or

(2) 30 days.

c. Our payment is limited to the lesser of the following amounts:

(1) Necessary and actual expenses incurred, or

(2) $50 per day, up to a maximum of $1,000.

d. This coverage does not apply while there are spare or reserve private passenger or light truck type "autos" available to you for your operations.

e. If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions.**

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

H. Accidental Airbag Deployment Coverage

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

7. Accidental Airbag Deployment Coverage

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

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

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

I. Auto Loan/Lease Gap Coverage

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

8. Auto Loan/Lease Gap Coverage

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

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

a. The amount paid under the Physical Damage Coverage Section on the policy; and

b. Any:

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

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

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

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

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

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

SECTION IV – BUSINESS AUTO CONDITIONS AMENDMENTS

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

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

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

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) An executive officer or insurance manager, if you are a corporation; or

(4) A member or manager, if you are a limited liability company.

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

B. Blanket Waiver of Subrogation

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

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

C. Unintentional Failure to Disclose Hazards

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

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

D. Employee Hired Auto

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

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

(1) Any covered "auto" you lease, hire, rent or borrow.

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

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

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

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

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

(1) Such "insured" is a Named Insured under such other insurance; and

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WHO IS AN INSURED AMENDED

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

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

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

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

a. The minimum amount of insurance required by the contract or agreement, less any amounts payable by any "underlying insurance; or

b. The amount of insurance available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

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STATE OF WASHINGTON

Department of Labor & Industries

Certificate of Workers' Compensation Coverage

June 13, 2025

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

What does "Estimated Workers Reported" mean?

Estimated workers reported represents the number of full time position requiring at least 480 hours of work per calendar quarter. A single 480 hour position may be filled by one person, or several part time workers.

Industrial Insurance Information

Employers report and pay premiums each quarter based on hours of employee work already performed, and are liable for premiums found later to be due. **Industrial insurance accounts have no policy periods, cancellation dates, limitations of coverage or waiver of subrogation** (See RCW 51.12.050 and 51.16.190).

Agenda Sheet for City Council:

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

Committee Agenda type: Consent

Council Meeting Date: 08/25/2025

Date Rec'd	7/15/2025		
Clerk's File #	OPR 2025-0556		
Cross Ref #	RES 2025-0042		
Project #			
Submitting Dept	SOLID WASTE DISPOSAL	**Bid #**	SOLE SOURCE
Contact Name/Phone	CHRIS AVERYT 625-6540	**Requisition #**	CR 27720
Contact E-Mail	CAVERYT@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	4490 CONTRACT FOR TURBINE GENERATOR PARTS AND SERVICE		

Agenda Wording

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

Summary (Background)

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

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

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

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

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

Council Subcommittee Review

N/A

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 1,750,000.00
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

This is a routine repair and maintenance supply and service expense that is planned for annually in the Solid Waste Disposal budget.

Amount		Budget Account
Expense	$ 1,750,000.00 (2025-2030)	# 4490-44100-37148-54803-34002
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Program Revenue

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

Yes

Expense Occurrence	Recurring

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

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

Distribution List

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City Clerk's No. OPR 2025-0556

City of Spokane

PUBLIC WORKS AGREEMENT

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

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

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

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

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

1. TERM OF AGREEMENT.
The term of this Agreement begins on May 1, 2025, and ends on April 30, 2030, unless amended by written agreement or terminated earlier under the provisions.

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

3. SCOPE OF WORK.
The Contractor shall provide Parts, Maintenance, and Service necessary for the Condensing Steam Turbine Generator Drive Package, Serial #D0823 in accordance with the Sole Source Justification, attached as Exhibit C.

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

4. COMPENSATION / PAYMENT.

Total compensation for Contractor's services under this Agreement shall be a maximum amount not to exceed **THREE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS** (**$350,000.000**) per year for a total contract amount of **ONE MILLION SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS** (**$1,750,000.00**), plus applicable sales tax, payable in accordance with the Sole Source Justification, attached as Exhibit C. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Contractor will send its applications for payment to the Spokane Solid Waste Disposal, MDorgan@spokanecity.org. All invoices should include the City Clerk's File No. "OPR 2025-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. Five percent (5%) of the Contract price may be retained by the City, solely if Contractor has failed to provide to the City the Retainage Bond attached hereto, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

5. TAXES, FEES AND LICENSES.

A. Contractor shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Contractor's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

6. PREVAILING WAGES.

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

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

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

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

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

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

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

7. CITY OF SPOKANE BUSINESS LICENSE.

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

8. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

9. INDEMNIFICATION.

The Contractor shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity–asserted by third parties for bodily injury (including death) and/or property damage which arise from the Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Consultant's/Contractor's/Company's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the

negligence of the Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

10. INSURANCE.

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

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

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

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

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

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Contractor or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Contractor shall furnish a current and acceptable Certificate of Insurance (COI). The certificate shall specify all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. SUBCONTRACTOR RESPONSIBILITY.

The Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract

execution, meets the responsibility criteria listed in RCW 39.04.350(1) and possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by chapter 70.87 RCW.

12. INDEPENDENT CONTRACTOR.

The Contractor is an independent Contractor. This Agreement does not intend the Contractor to act as a City employee. The City has neither direct nor immediate control over the Contractor nor the right to control the manner or means by which the Contractor works. Neither the Contractor nor any Contractor employee shall be an employee of the City. This Agreement prohibits the Contractor to act as an agent or legal representative of the City. The Contractor is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. Subject to Section 5.C of this Agreement, the Contractor shall pay all income and other taxes as due.

13. ASSIGNMENT AND SUBCONTRACTING.

The Contractor shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Contractor shall incorporate by reference this Agreement, except as otherwise provided. The Contractor shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. **If City approves Contractor's request to utilize a subcontractor/s for a portion of the work to be performed, such approval shall be conditioned upon Contractor obtaining a payment bond for each subcontractor's work in advance of such work being performed and in an amount determined by the City.** The City's consent to any assignment or subcontract does not release the Contractor from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

14. TERMINATION.

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

15. STANDARD OF PERFORMANCE.

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

16. ANTI KICK-BACK.

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

17. CONSTRUAL.

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

18. DEBARMENT AND SUSPENSION.

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

19. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

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

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

20. MISCELLANEOUS PROVISIONS.

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

B. Changes in applicable laws, regulations, executive orders, taxes, tariffs, customs duties, or technical codes and standards or the imposition of new laws, regulations, executive orders, taxes, tariffs, customs duties, or technical codes and standards after the date of the SEI proposal (or the effective date of the Agreement if no proposal was provided) will be treated as changes to the scope of work and Agreement, and SEI will be entitled to an adjustment to the Agreement price and schedule to the extent SEI's cost or time to perform or deliver any Parts, Maintenance, and Services are impacted.

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

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

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

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

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

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

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

J. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are ***public records*** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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

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

Attachments that are part of this Agreement:

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

25-062b

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
   b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
   c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
   d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

   1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

   2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. I understand that a false statement of this certification may be grounds for termination of the contract.

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

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

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

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

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

_____
Bidder's Business Name

_____
Signature of Authorized Official*

_____
Printed Name

_____
Title

_____ _____ _____
Date City State

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

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

_____

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

EXHIBIT C

PAYMENT BOND

We, **SIEMENS ENERGY, INC.**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **THREE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($350,000.000)** per year for a total contract **amount of ONE MILLION SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($1,750,000.00),** plus applicable sales tax, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to provide Parts, Maintenance, and Service necessary for the Condensing Steam Turbine Generator Drive Package, Serial #D0823**.** If the principal shall:

A. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors; and pay all taxes and contributions, increases and penalties as authorized by law; and

B. comply with all applicable federal, state and local laws and regulations;

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

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

SIGNED AND SEALED on _____.

SIEMENS ENERGY, INC.,

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

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, **SIEMENS ENERGY, INC.**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **THREE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($350,000.000)** per year for a total contract **amount of ONE MILLION SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($1,750,000.00),** plus applicable sales tax, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to provide Parts, Maintenance, and Service necessary for the Condensing Steam Turbine Generator Drive Package, Serial #D0823. If the principal shall:

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

B. comply with all applicable federal, state and local laws and regulations;

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

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

SIGNED AND SEALED on _____

SIEMENS ENERGY, INC.,
AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

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

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that _____ _____ signed this document; on oath stated that he/she was authorized to sign the document and acknowledged it as the agent or representative of the named Surety Company which is authorized to do business in the State of Washington, for the uses and purposes mentioned in this document.

DATED on _____.

_____
Signature of Notary

My appointment expires _____

Approved as to form:

_____
Assistant City Attorney

Docusign Envelope ID: EBDA0CC4-10AE-44F7-8B6D-C7619758EF9F

Exhibit C

Agenda Sheet for City Council:		**Date Rec'd**	5/13/2025
Committee: PIES **Date:** 05/19/2025		**Clerk's File #**	RES 2025-0042
Committee Agenda type: Consent		**Cross Ref #**	
Council Meeting Date: 06/16/2025		**Project #**	
Submitting Dept	SOLID WASTE DISPOSAL	**Bid #**	SOLE SOURCE
Contact Name/Phone	DAVID PAINE 625-6540	**Requisition #**	N/A
Contact E-Mail	DPAINE@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	KKLITZKE JBINGLE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	4490 SOLE SOURCE RESOLUTION FOR TURBINE GENERATOR SERVICES		

Agenda Wording

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

Summary (Background)

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

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

City Clerk

Docusign Envelope ID: EBDA0CC4-10AE-44F7-8B6D-C7619758EF9F

What impacts would the proposal have on historically excluded communities?

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

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

Not applicable

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

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

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

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

Council Subcommittee Review

Not applicable

Docusign Envelope ID: EBDA0CC4-10AE-44F7-8B6D-C7619758EF9F

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 1,750,000.00
Current Year Cost	$ 350,000.00
Subsequent Year(s) Cost	$ 350,000.00

Narrative

A resulting contract from this resolution would fall under a routine repair and maintenance supply and service expense that is planned for annually in the Solid Waste Disposal budget.

Amount		Budget Account
Expense	$ 350,000.00 2025	# 4490-44100-37148-54803-34002
Expense	$ 350,000.00 2026	# 4490-44100-37148-54803-34002
Expense	$ 350,000.00 2027	# 4490-44100-37148-54803-34002
Expense	$ 350,000.00 2028	# 4490-44100-37148-54803-34002
Expense	$ 350,000.00 2029	# 4490-44100-37148-54803-34002
Select	$	#

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

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

Distribution List

	mdorgan@spokanecity.org
jsalstrom@spokanecity.org	tprince@spokanecity.org

Docusign Envelope ID: EBDA0CC4-10AE-44F7-8B6D-C7619758EF9F

Clerks No. RES 2025-0042

SOLE-SOURCE RESOLUTION

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

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

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

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

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

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

-- Now, Therefore,

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

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

City Clerk

Approved as to form:

Elizabeth Schoedel

Assistant City Attorney

Docusign Envelope ID: EBDA0CC4-10AE-44F7-8B6D-C7619758EF9F

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: SIEMENS ENERGY, INC.

Business name: SIEMENS ENERGY, INC.

Entity type: Profit Corporation

UBI #: 601-900-251

Business ID: 001

Location ID: 0002

Location: Active

Location address: 4400 ALAFAYA TRL
ORLANDO FL 32826-2301

Mailing address: PO BOX 80600
INDIANAPOLIS IN 46280-0600

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

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

Owners and officers on file with the Department of Revenue

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

View Additional Locations

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

Contact us

How are we doing?

Take our survey!

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

Certificate Of Completion

Envelope Id: EBDA0CC4-10AE-44F7-8B6D-C7619758EF9F
Status: Completed
Subject: RES 2025-0042 - RESOLUTION - DECLARE SIEMENS ENERGY SOLE-SOURCE PROVIDER
Source Envelope:
Document Pages: 6
Signatures: 3
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
6/20/2025 2:14:34 PM
Holder: Daniel Rose
drose@spokanecity.org
Location: DocuSign

Signer Events	Signature	Timestamp
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: 73.83.241.58	Sent: 6/20/2025 2:19:06 PM Viewed: 6/22/2025 3:38:36 PM Signed: 6/22/2025 3:38:44 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Elizabeth Schoedel eschoedel@spokanecity.org Assistant City Attorney - approved as to form only Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 2601:602:ce80:2d40:50c1:16b0:fa99:3173 Signed using mobile	Sent: 6/22/2025 3:38:45 PM Viewed: 6/22/2025 6:50:49 PM Signed: 6/22/2025 6:50:58 PM
Electronic Record and Signature Disclosure: Accepted: 6/22/2025 6:50:49 PM ID: 45e07efa-2122-402e-87df-cd5103570919		
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: 73.83.241.58	Sent: 6/22/2025 6:50:59 PM Viewed: 6/23/2025 11:03:44 AM Signed: 6/23/2025 11:03:55 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/20/2025 2:19:06 PM
Certified Delivered	Security Checked	6/23/2025 11:03:44 AM
Signing Complete	Security Checked	6/23/2025 11:03:55 AM
Completed	Security Checked	6/23/2025 11:03:55 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

electronically from us.

How to contact SHI International Corp OBO City of Spokane:

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

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

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

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

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

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

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

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

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

i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an e-mail to klund@spokanecity.org and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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

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

Acknowledging your access and consent to receive materials electronically

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

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify SHI International Corp OBO City of Spokane as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by SHI International Corp OBO City of Spokane during the course of my relationship with you.

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: SIEMENS ENERGY, INC.

Business name: SIEMENS ENERGY, INC.

Entity type: Profit Corporation

UBI #: 601-900-251

Business ID: 001

Location ID: 0002

Location: Active

Location address: 4400 ALAFAYA TRL
ORLANDO FL 32826-2301

Mailing address: PO BOX 80600
INDIANAPOLIS IN 46280-0600

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

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

Owners and officers on file with the Department of Revenue

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

View Additional Locations

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

Contact us

How are we doing?

Take our survey!

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

CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER
MARSH USA, LLC.
445 SOUTH STREET
MORRISTOWN, NJ 07962-1966

CN131455505-ENERG--24/25 DRESS COOK NOC60

INSURED
SIEMENS ENERGY, INC.
4400 ALAFAYA TRAIL
ORLANDO, FL 32826-2399

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : HDI Global Insurance Company	41343
INSURER B : Travelers Property Casualty Co. of America	25674
INSURER C : The Charter Oak Fire Insurance Company	25615
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** NYC-010991267-20 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			GLD5737103	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	$ $ $ $ $ $	1,000,000 1,000,000 100,000 1,000,000 1,000,000 INCL.
B	**AUTOMOBILE LIABILITY** X ANY AUTO X OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			TC2J-CAP-2G401355-TIL-24	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	5,000,000 N/A N/A N/A
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $	
C B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB-1R980049-24-51-K (AOS) UB-1R977776-24-51-R (AZ,MA,WI)	10/01/2024 10/01/2024	10/01/2025 10/01/2025	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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: CITY OF SPOKANE PUBLIC WORKS AGREEMENT

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

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

CERTIFICATE HOLDER

CITY OF SPOKANE SOLID WASTE DISPOSAL
ATTN: MICHELLE DORGAN
2900 SOUTH GEIGER BLVD
SPOKANE, WA 99224

Updated address requested
-mgd 7-15-25

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
of Marsh USA LLC

Justin Bernardo

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Agenda Sheet for City Council: **Committee: Date:** N/A **Committee Agenda type:**		**Date Rec'd**	8/18/2025
		Clerk's File #	CPR 2025-0002
		Cross Ref #	
Council Meeting Date: 08/25/2025		**Project #**	
Submitting Dept	ACCOUNTING & GRANTS	**Bid #**	
Contact Name/Phone	REBECCA 625-6093	**Requisition #**	
Contact E-Mail	RGRAYBEAL@SPOKANECITY.ORG		
Agenda Item Type	Claim Item		
Council Sponsor(s)			
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	5600-CLAIMS-THRU 8-15-2025		

Agenda Wording

Report of the Mayor of pending claims & payments of previously approved obligations through: 08/15/2025. Total $8,707,332.38 with Parks & Library Claims being approved by their respective boards. Claims excluding Parks & Library Total $8,293,476.46.

Summary (Background)

Pages 1-24 Check numbers: 613378 - 613536 Credit Card numbers: 001947 - 001974 ACH payment numbers: 143774 - 143968 On file for review in City Clerks Office: 24 Page listing of Claims

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

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

Narrative

Amount		**Budget Account**
Expense	**$** 8,293,476.46	**#** Various
Select	**$**	**#**
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	MCDANIEL, ADAM		
Division Director			
Accounting Manager			
Legal			
For the Mayor			

Distribution List

FUND	FUND NAME	AMOUNT
0100	GENERAL FUND	369,196.85
1100	STREET FUND	130,444.14
1200	CODE ENFORCEMENT FUND	3,053.25
1360	GENERAL FUND GRANTS	0.00
1380	TRAFFIC CALMING MEASURES	212,109.73
1400	PARKS AND RECREATION FUND	942.00
1460	PARKING METER REVENUE FUND	1,813.87
1500	PATHS AND TRAILS RESERVE FUND	42.81
1640	COMMUNICATIONS BLDG M&O FUND	5,420.34
1940	CHANNEL FIVE EQUIPMENT RESERVE	4,404.90
1950	PARK CUMULATIVE RESERVE FUND	4,108.46
1970	FIRE/EMS FUND	109,285.17
1990	TRANSPORTATION BENEFIT FUND	441,894.61
3200	ARTERIAL STREET FUND	277,847.83
4100	WATER DIVISION	1,559,616.66
4250	INTEGRATED CAPITAL MANAGEMENT	647,908.09
4300	SEWER FUND	200,151.23
4480	SOLID WASTE FUND	1,336,552.04
4600	GOLF FUND	16,922.28
4700	DEVELOPMENT SVCS CENTER	4,222.45
5100	FLEET SERVICES FUND	340,459.06
5200	PUBLIC WORKS AND UTILITIES	4,172.44
5300	IT FUND	184,505.28
5310	IT CAPITAL REPLACEMENT FUND	1,676.38
5600	ACCOUNTING SERVICES	112,994.81
5700	MY SPOKANE	119.62
5800	RISK MANAGEMENT FUND	85.62
5810	WORKERS' COMPENSATION FUND	270,718.48
5830	EMPLOYEES BENEFITS FUND	1,078,072.02
5900	FACILITIES MANAGEMENT FUND OPS	86,258.64
5902	PROPERTY ACQUISITION POLICE	49,290.20
5903	PROPERTY ACQUISITION FIRE	234.57
6070	FIREFIGHTERS' PENSION FUND	137,296.78
6080	POLICE PENSION FUND	47,739.91
	TOTAL:	7,639,560.52

CHECK #	VENDOR	CITY	LIBRARY	PARKS
	USE TAX AMOUNTS	634.27		
00613378	COMCAST	363.44		
00613379	WATERCO OF THE PACIFIC NORTH	234.60		
00613380	GRANITE CONSTRUCTION COMPANY	155,617.49		
00613381	ORKIN	221.47		
00613382	TERRY D SOMERS	136.00		
00613383	SPOKANE REGIONAL HEALTH DIST	238.09		
00613384	SPOKANE REGIONAL HEALTH DIST	512.32		
00613385	SPOKANE REGIONAL HEALTH DIST	20,100.03		
00613386	SPOKANE REGIONAL HEALTH DIST	590.00		
00613387	SPOKANE TEACHERS CREDIT UNIO	62.50		
00613388	T-MOBILE USA INC	50.00		
00613389	UNITED PARCEL SERVICE	34.04		
00613390	WALTER E NELSON CO	183.74		
00613391	WASTE MANAGEMENT OF WA DBA	1,165.63		
00613392	OVERHEAD DOOR CORPORATION	41.91		
00613393	ATLAS SAND AND ROCK INC			2,583.28
00613394	WALTER E NELSON CO			3,059.72
00613395	CENTURYLINK	151.56		
00613396	COMCAST	222.53		
00613397	WATERCO OF THE PACIFIC NORTH	17.44		
00613398	THIRD ARCH FGCI HOLDINGS LLC	7,619.00		
00613399	KAISER FOUNDATION HEALTH OF	24,741.00		
00613400	KAISER FOUNDATION HEALTH OF	5,366.00		
00613401	KAISER FOUNDATION HEALTH OF	72,917.00		
00613402	FIREPOWER	420.00		
00613403	RIGHT NOW HEATING AND COOLIN	62.53		
00613404	CANA LLC	141.00		
00613405	LEAVITT MACHINERY USA INC	648.48		
00613406	NORTH SPOKANE IRRIGATION	5.00		
00613407	SHAWN KINGSBURY	530.00		
00613408	JESSICA MARTIN		50.00	
00613409	SPOKANE CITY TREASURER		1,206.21	
00613410	SPOKANE CITY TREASURER		1,438.79	
00613411	SPOKANE CITY TREASURER		2,801.52	
00613412	SPOKANE CITY TREASURER		1,384.94	
00613413	SPOKANE CITY TREASURER		1,426.99	
00613414	SPOKANE CITY TREASURER		861.02	
00613415	SPOKANE CITY TREASURER		1,081.66	
00613416	SPOKANE PUBLIC LIBRARY IMPRE		1,415.99	
00613417	OUTDOOR HOME SERVICES HOLDIN		114.56	
00613418	ENTERPRISE FM TRUST			22,306.47
00613419	MAD MERICA DESIGN LLC			2,208.00
00613461	LYLE BOECK	39.00		
00613462	CANON USA INC	4,231.80		
00613463	CENTURYLINK	6,556.26		
00613464	COMCAST	180.48		
00613465	WATERCO OF THE PACIFIC NORTH	78.77		
00613466	PATRICK DAVIS	250.00		
00613467	DEPARTMENT OF LABOR &	270,578.46		
00613468	ENTERPRISE FM TRUST	7,162.32		
00613469	FAIRWINDS SPOKANE LLC	81,740.00		
00613470	428 PROPERTIES LLC	153.44		

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00613471	AHO CONSTRUCTION 1 INC	134.10		
00613472	CHRIS ENNIS	438.47		
00613473	DAVID T CLOE	143.30		
00613474	HAYDEN HOMES LLC	32.82		
00613475	HAYDEN HOMES LLC	32.82		
00613476	HAYDEN HOMES LLC	92.12		
00613477	HAYDEN HOMES LLC	32.82		
00613478	HAYDEN HOMES LLC	33.73		
00613479	HAYDEN HOMES LLC	32.82		
00613480	HAYDEN HOMES LLC	32.82		
00613481	HAYDEN HOMES LLC	32.82		
00613482	HAYDEN HOMES LLC	37.99		
00613483	HAYDEN HOMES LLC	33.49		
00613484	HAYDEN HOMES LLC	33.09		
00613485	HAYDEN HOMES LLC	33.56		
00613486	HAYDEN HOMES LLC	57.06		
00613487	JONATHAN QUISENBERRY	362.23		
00613488	JRD SPOKANE LLC	1,405.11		
00613489	LENNAR NORTHWEST LLC	106.34		
00613490	LENNAR NORTHWEST LLC	190.83		
00613491	LENNAR NORTHWEST LLC	189.71		
00613492	LENNAR NORTHWEST LLC	61.58		
00613493	LENNAR NORTHWEST LLC	36.75		
00613494	LENNAR NORTHWEST LLC	33.36		
00613495	LENNAR NORTHWEST LLC	225.89		
00613496	LENNAR NORTHWEST LLC	34.14		
00613497	LENNAR NORTHWEST LLC	81.01		
00613498	LENNAR NORTHWEST LLC	110.51		
00613499	LENNAR NORTHWEST LLC	58.33		
00613500	LENNAR NORTHWEST LLC	81.85		
00613501	MICHAEL CONLEY LEGACY TRUST	301.96		
00613502	PROVIDENCE HEALTH &	1,687.02		
00613503	RC SCHWARTZ	630.78		
00613504	RC SCHWARTZ	99.95		
00613505	SPOKANE COUNTY TITLE	325.66		
00613506	THE ESTATE OF HARLAN DOUGLAS	2,680.23		
00613507	TITUS AND ELIZABETH HUG	72.23		
00613508	ALANA CURTIS	30.00		
00613509	VALLEY EMPIRE COLLECTIONS	1.14		
00613510	DALE NORBERT AND	290.00		
00613511	DWIGHT HEIDEGGER	290.00		
00613512	JANDI BAWDEN	290.00		
00613513	JANE AND JAMES DENTON	290.00		
00613514	LADA KURPIS	243.00		
00613515	LINDSEY CARLSON	290.00		
00613516	MARCUS SIVANISH	290.00		
00613517	MICHAEL GAAL	243.00		
00613518	PAIGE BOUDINOT	243.00		
00613519	TOD AND DEBORAH REEVE	243.00		
00613520	ROSAUERS PHARMACY	293.81		
00613521	RR7 PROPERTIES LLC	8,961.00		
00613522	SPOKANE CITY TREASURER	250.00		
00613523	SPOKANE COUNTY PROSECUTING	1,136.70		

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00613524	HOWARD J VIETZKE	2,791.85		

00613525	CLIFFORD WALTER	169.00			
00613526	OVERHEAD DOOR CORPORATION	311.36			
00613527	ADVANCED BARK BLOWING				4,484.01
00613528	UNITED CROWN PUMP AND DRILLI				2,573.18
00613529	WASHINGTON STATE DEPT COMMER	1,817.25			
00613530	COMCAST	204.51			
00613531	WATERCO OF THE PACIFIC NORTH	323.21			
00613534	MARK HENDERSON	419.65			
00613535	ATLAS SAND AND ROCK INC				2,694.27
00613536	GREENACRES GYPSUM & LIME CO				1,181.57
70001947	ANATEK LABS INC	450.00			
70001948	ELJAY OIL CO INC	2,199.41			
70001949	GALLS LLC	654.93			
70001950	NORCO INC	675.75			
70001951	OXARC LLC	8,770.34			
70001952	PLANET TURF				1,909.26
70001953	PHOENIX ASPHALT MAINTENANCE	18,502.00			
70001954	NORTHWEST INDUSTRIAL SERVICE	1,315.00			6,472.51
70001955	CINTAS CORPORATION	1,468.02	38.39		
70001956	GALLS LLC	1,474.24			
70001957	HUBER TECHNOLOGY INC	8,827.61			
70001958	NORCO INC	5.41			209.01
70001959	PLANET TURF				3,583.30
70001960	PEROVICH PARTNERS INC	283.99			
70001961	SPOKANE EMERGENCY PHYSICIANS	8,431.30			
70001962	SPOKANE POWER TOOL & HDWE		1,411.74		
70001963	WESTERN STATES EQUIPMENT CO	2,365.67			
70001964	WILDROSE LTD dba				1,202.75
70001965	FIRE PROTECTION SPECIALISTS	687.33			
70001966	GORDON TRUCK CENTERS INC DBA	781.56			
70001967	THOMSON WEST	5,782.29			
70001968	NORTHWEST INDUSTRIAL SERVICE	220.00			
70001969	CINTAS CORPORATION	466.97			
70001970	COAXSHER INC	234.57			
70001971	FIBER MARKETING INTERNATIONA				2,718.28
70001972	GALLS LLC	2,656.05			
70001973	GORDON TRUCK CENTERS INC DBA	2,621.16			
70001974	HORIZON DISTRIBUTORS				2,282.46
80143774	BAKER & TAYLOR BOOKS		114.08		
80143775	THE FA BARTLETT TREE EXPERT				5,193.16
80143776	BEACON SERVICE INC	491.84			
80143777	BRODART CO		95.05		
80143778	CALL2RECYCLE INC	2,149.27			
80143779	CAMERON-REILLY LLC	208,407.73			
80143780	CANON FINANCIAL SERVICES INC	16,108.87			
80143781	CORINNA REN	2,625.00			
80143782	DEECO INC	100,688.00			
80143783	ELECTRIC CITY INC				720.04
80143784	EMPIRE SPRAY SERVICE				1,727.06
80143785	EVERGREEN STATE TOWING LLC	97.87			
80143786	FASTENAL CO	2,029.08			
80143787	FERGUSON ENTERPRISES INC	2,372.93			

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80143788	W W GRAINGER INC	288.53		
80143789	H D FOWLER COMPANY	1,549.33		
80143790	HABITAT FOR HUMANITY SPOKANE	234,548.58		
80143791	HASKINS STEEL CO INC	4,105.43		
80143792	INGRAM LIBRARY SERVICES LLC		4,711.11	

80143793	INLAND INFRASTRUCTURE LLC	320,188.40			
80143794	KANOPY INC		3,810.00		
80143795	LANGUAGE LINE SERVICES	258.60			
80143796	LAURI WEINMANN	3,877.18			
80143797	MCCOY POWER CONSULTANTS INC	7,900.00			
80143798	MCKINSTRY CO LLC				736.17
80143799	MIDWEST TAPE		658.51		
80143800	NORTHSTAR CHEMICAL INC	4,430.33			
80143801	OFFICE OF STATE AUDITOR	93,825.00			
80143802	OVERDRIVE INC		454.90		
80143803	POMP'S TIRE SERVICE INC	61,261.98			
80143804	RIXIR SYSTEMS LLC				5,602.29
80143805	SENSKE PEST CONTROL	2,160.18			
80143806	SHAMROCK MANUFACTURING INC	74,350.45			
80143807	SHAMROCK PAVING CO/DIV OF	218,071.17			
80143808	SHARP SHOOTING INDOOR RANGE	14,204.67			
80143809	SHI CORP	3,988.41			
80143810	SPOKANE COUNTY SHERIFF	2,187.50			
80143811	SPOKANE INT'L AIRPORT	1,636.17			
80143812	SPOKANE INT'L AIRPORT	435.60			
80143813	W B SPRAGUE COMPANY INC	326.32			
80143814	STARPLEX CORP	11,175.36			
80143815	TEEL INC	6,970.00			
80143816	TSI INC	2,061.99			
80143817	US BANK CORPORATE TRUST SVCS	1,950.00			
80143818	VERIZON WIRELESS	2,561.32			
80143819	WASHINGTON EQUIPMENT	1,262.90			
80143820	WAXIE SANITARY SUPPLY	2,545.41			
80143821	WHITNEY EQUIPMENT COMPANY LL	10,763.92			
80143822	ALSCO DIVISION OF ALSCO INC				599.15
80143823	AVISTA UTILITIES	66,190.56	4,529.35		
80143824	BANNER FURNACE & FUEL	270.57			
80143825	BIG SKY ID CORP	543,085.76			
80143826	BLUEBIRD TREE CARE INC				6,420.54
80143827	RODNEY D SANKEY dba	486.04			
80143828	CATHOLIC CHARITIES	5,580.00			
80143829	NCH CORPORATION		467.47		
80143830	COLEMAN OIL COMPANY LLC				2,159.42
80143831	COLUMBIA ELECTRIC SUPPLY/DIV	68,754.15			
80143832	COPIERS NORTHWEST INC	113.88			149.88
80143833	CORWIN OF SPOKANE LLC	270.44			
80143834	CUMMINS INC	15,345.93			
80143835	L N CURTIS & SONS	3,414.64			
80143836	DAIKIN APPLIED AMERICA INC		6,093.24		
80143837	DAY WIRELESS SYSTEMS/DIV OF	3,996.57			
80143838	DE NORA HOLDINGS US INC DBA	67,285.46			
80143839	DELL MARKETING LP				19,895.82
80143840	ECCOVIA INC	38,412.48			

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80143841	ENVIRONMENT CONTROL OF SPOKA	6,428.80		
80143842	ERGON ASPHALT & EMULSIONS IN	3,417.01		
80143843	EVERGREEN STATE TOWING LLC	1,808.89		
80143844	FASTENAL CO	1,591.02		
80143845	FEDERAL EXPRESS CORP/DBA FED	214.51		
80143846	W W GRAINGER INC	4,060.78		
80143847	H D FOWLER COMPANY	443.62		
80143848	HALME CONSTRUCTION INC	25,993.72		
80143849	IIA LIFTING SERVICES INC	696.80		

80143850	INGERSOLL RAND INDUSTRIAL	388.67			
80143851	KNIGHT CONSTRUCTION &	1,157,776.81			
80143852	DEREK LANDERS				2,179.23
80143853	LANDMARK STRUCTURES I LP	46,562.25			
80143854	LOOMIS ARMORED US INC	2,928.51			
80143855	LSB CONSULTING ENGINEERS PLL				582.85
80143856	MCKINSTRY CO LLC				503.69
80143857	NATIONAL GRANTS MANAGEMENT	174.00			
80143858	NEOTREKS INC	2,450.00			
80143859	NOVUS AUTO GLASS	976.02			
80143860	POMP'S TIRE SERVICE INC	11,087.30			
80143861	PREMERA BLUE CROSS OR	982,330.70			
80143862	RAILROAD MANAGEMENT CO III L	417.05			
80143863	RHODES CRANE & RIGGING INC	3,155.99			
80143864	SAFETY KLEEN CORPORATION				576.22
80143865	SEAWESTERN FIRE APPARATUS &	1,581.42			
80143866	SMITH WESTERN CO				1,044.00
80143867	SPOKANE NEIGHBORHOOD ACTION	4,689.23			
80143868	SOLID WASTE SYSTEMS INC	6,001.49			
80143869	SPOKANE TREATMENT AND	10,112.34			
80143870	SPOKANE COUNTY FIRE DIST 10	112,696.89			
80143871	SPOKANE SOFTBALL UMPIRE ASSO				1,880.32
80143872	STARPLEX CORP		4,912.00		
80143873	TENANTS UNION OF WASHINGTON	18,256.05			
80143874	TRANSITIONS	17,903.20			
80143875	US BANK P CARD PAYMENTS	127,441.83			
80143876	VERIZON WIRELESS	3,198.18			
80143877	VOLUNTEERS OF AMERICA OF	6,210.63			
80143878	WCP SOLUTIONS				3,636.04
80143879	WESTERN EQUIPMENT DISTRIBUTO				1,243.80
80143880	YFA CONNECTIONS	2,916.67			
80143881	YWCA	11,139.51			
80143882	GINA COOPER		28.56		
80143883	ED HAIGHT SERVICE	273.84			
80143884	THOMAS HERRLINGER		38.92		
80143885	KAYLEE KELLY	1,717.00			
80143886	REBEKAH MACE		27.30		
80143887	JOSEPH A MOLLOY		350.00		
80143888	MISTY MOORE	290.00			
80143889	JUAN JUAN MOSES		78.40		
80143890	ALBERT S PECK		300.00		
80143891	JONATHAN ROSARIO		43.61		
80143892	SOPHIE STROM		114.94		
80143893	ABSOLUTE DRUG TESTING LLC	6,695.40			

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80143894	ACRANET CBS BRANCH/DIV OF	1,700.50		
80143895	ALSCO DIVISION OF ALSCO INC	35.46		
80143896	AVISTA CORPORATION	11,273.80		
80143897	BAUER COMPRESSORS	263.28		
80143898	CIVTECH INC	1,182.50		
80143899	COLEMAN OIL COMPANY LLC	16,890.79		
80143900	COMMONSTREET CONSULTING LLC	25,285.60		
80143901	STEVE CONNER			29,611.18
80143902	CONTROL SOLUTIONS NW INC	4,476.03		
80143903	COPIERS NORTHWEST INC	8,087.75		
80143904	CREEK AT QUALCHAN GOLF COURS			25,930.29
80143905	CW NIELSEN MFG CORP	2,118.94		
80143906	FIFTH ASSET INC	27,275.00		

80143907	DOWL LLC	990.00			
80143908	FASTENAL CO	2,539.56			
80143909	FEDERAL EXPRESS CORP/DBA FED	255.36			
80143910	GOODALE & BARBIERI COMPANY	5,000.00			
80143911	HDR ENGINEERING INC	17,324.32			
80143912	JENNIFER FIELD				2,310.00
80143913	KEY CODE MEDIA INC	4,404.90			
80143914	MATRIX CONSULTING GROUP LTD	6,475.00			
80143915	MCKINSTRY CO LLC	2,012.90			
80143916	NE COMMUNITY CENTER ASSN	10,825.35			
80143917	NORTHWEST OPEN ACCESS NETWOR	3,600.00			
80143918	OSBORN CONSULTING INC	15,017.22			
80143919	PAPE MACHINERY INC	40,032.91			
80143920	PARAMETRIX INC	25,530.06			
80143921	ANDREWS ENTERPRISES INC	447.04			
80143922	ROAR WORKS LLC	1,106.85			
80143923	ROMTEC INC				94,353.32
80143924	SANDBAGGERS CLUB LLC				19,481.85
80143925	SHERWIN WILLIAMS CO	321.59			
80143926	SPOKANE NEIGHBORHOOD ACTION	359.29			
80143927	STARPLEX CORP	36,907.01			
80143928	T & T GOLF MANAGEMENT INC				34,176.01
80143929	VERIZON WIRELESS	2,067.10			
80143930	VOA N LACEY LLC	300,369.82			
80143931	WA ST DEPT OF ENTERPRISE	2,327.13			
80143932	WA STATE DEPT OF ECOLOGY	18,659.25			
80143933	WAPAL FUND	222.00			
80143934	WESTERN SYSTEMS INC	25,670.14			
80143935	GERALD V BUCK	163.45			
80143936	ACTION MATERIALS	247.70			
80143937	SPOKANE ENVELOPE LLC	1,890.65			
80143938	ALSCO DIVISION OF ALSCO INC	1,996.15			
80143939	AVISTA CORPORATION	26,425.65			
80143940	AVISTA UTILITIES	739,423.97			
80143941	CASCADE AUTOMATION INC	1,621.53			
80143942	CINTAS CORPORATION NO 2	57.05			
80143943	COFFMAN ENGINEERS INC	4,108.46			
80143944	COLEMAN OIL COMPANY LLC	118,904.11			7,464.96
80143945	COMPUNET INC	159,086.23			
80143946	CONNELL OIL INC	360.91			

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80143947	CONTINENTAL DOOR COMPANY LLC	2,935.88		
80143948	COPIERS NORTHWEST INC	3,312.30		
80143949	CORWIN OF SPOKANE LLC	7,782.12		
80143950	L N CURTIS & SONS	264.46		
80143951	DELL MARKETING LP	37,223.42		
80143952	DELTA DENTAL OF WASHINGTON	49,245.38		
80143953	FASTENAL CO	1,130.50		
80143954	FEDERAL EXPRESS CORP/DBA FED	55.96		
80143956	FOUR SEASONS SERVICES INC	4,423.03		
80143957	W W GRAINGER INC	1,003.91		
80143958	GRAYMAR ENVIRONMENTAL SERVIC	3,175.64		
80143959	HEALTHCALL LLC	1,309.20		
80143960	HURRICANE BUTTERFLY LAW	8,669.14		
80143961	KAISER FOUNDATION HEALTH PLA	143,536.39		
80143962	LAND EXPRESSIONS LLC			46,151.31
80143964	T W CLARK CONSTRUCTION LLC	722,101.26		
80143966	US BANK TRAVEL CARD	8,660.65		

80143967 WA STATE DEPT OF ECOLOGY	39,317.00		
80143968 LACEY BACON	600.00		
	8,293,476.46	40,059.25	373,796.67
		CITYWIDE TOTAL:	8,707,332.38

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0020 - NONDEPARTMENTAL

CANA LLC 7371 ATLAS WALK WAY #164	OTHR BUS REGISTRATIONS/PERMITS CHECK NO. - 00613404	141.00
MATRIX CONSULTING GROUP LTD	CONTRACTUAL SERVICES ACH PMT NO. - 80143914	6,475.00
SPOKANE COUNTY FIRE DIST 10	CONTRACTUAL SERVICES ACH PMT NO. - 80143870	112,696.89
SPOKANE TREATMENT AND RECOVERY SERVICES	CONTRACTUAL SERVICES ACH PMT NO. - 80143869	10,112.34
US BANK CORPORATE TRUST SVCS	OTHER MISC CHARGES ACH PMT NO. - 80143817	1,950.00
TOTAL FOR 0020 - NONDEPARTMENTAL		131,375.23

0100 - GENERAL FUND

ABSOLUTE DRUG TESTING LLC	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80143893	4,852.80
SHAWN KINGSBURY DBA PURA VIDA SOBER LIVING LLC	GRANT CASH PASS THRU ACCOUNT CHECK NO. - 00613407	530.00
SPOKANE COUNTY PROSECUTING ATTORNEY	COUNTY CRIME VICTIM & WITNESS CHECK NO. - 00613523	1,136.70
SPOKANE INT'L AIRPORT AIRPORT PARKING TICKETS	DEPOSIT-AIRPORT PARK VIOLATION ACH PMT NO. - 80143811	1,636.17
US BANK P CARD PAYMENTS	PCARD ADVANCE PYMT REC ACH PMT NO. - 80143875	127,441.83
US BANK TRAVEL CARD	TRAVEL CARD ADVANCE PYMT ACH PMT NO. - 80143966	8,660.65
TOTAL FOR 0100 - GENERAL FUND		144,258.15

0320 - COUNCIL

STARPLEX CORP	OTHER MISC CHARGES ACH PMT NO. - 80143927	373.49
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80143818	981.83
TOTAL FOR 0320 - COUNCIL		1,355.32

0330 - PUBLIC AFFAIRS/COMMUNICATIONS

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ED HAIGHT SERVICE	PROFESSIONAL SERVICES ACH PMT NO. - 80143883	273.84

KAISER FOUNDATION HEALTH OF WASHINGTON	PROFESSIONAL SERVICES CHECK NO. - 00613399	48.00
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80143929	243.07
	TOTAL FOR 0330 - PUBLIC AFFAIRS/COMMUNICATIONS	564.91

0370 - ENGINEERING SERVICES

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80143940	1,066.32
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80143948	211.08
ENTERPRISE FM TRUST ATTN: CUSTOMER BILLING	OPERATING RENTALS/LEASES CHECK NO. - 00613468	2,198.73
	TOTAL FOR 0370 - ENGINEERING SERVICES	3,476.13

0410 - FINANCE

LOOMIS ARMORED US INC	CONTRACTUAL SERVICES ACH PMT NO. - 80143854	1,918.63
SPOKANE ENVELOPE LLC DBA ALLIED ENVELOPE	OFFICE SUPPLIES ACH PMT NO. - 80143937	279.30
SPOKANE ENVELOPE LLC DBA ALLIED ENVELOPE	PRINTING/BINDING/REPRO ACH PMT NO. - 80143937	771.71
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80143876	128.43
	TOTAL FOR 0410 - FINANCE	3,098.07

0450 - NEIGHBHD HOUSING HUMAN SVCS

VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80143818	42.81
	TOTAL FOR 0450 - NEIGHBHD HOUSING HUMAN SVCS	42.81

0480 - OFFICE OF CIVIL RIGHTS

VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80143818	42.81

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

	TOTAL FOR 0480 - OFFICE OF CIVIL RIGHTS	42.81

0500 - LEGAL

THOMSON WEST	PUBLICATIONS	

WEST PUBLISHING PAYMENT CTR	CREDIT CARD PMT NO. - 70001967	5,782.29
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80143929	85.62
TOTAL FOR 0500 - LEGAL		5,867.91

0520 - MAYOR

VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80143929	428.10
TOTAL FOR 0520 - MAYOR		428.10

0550 - NEIGHBORHOOD SERVICES

DELL MARKETING LP %DELL USA LP	MINOR EQUIPMENT ACH PMT NO. - 80143951	97.69
TOTAL FOR 0550 - NEIGHBORHOOD SERVICES		97.69

0560 - MUNICIPAL COURT

ALANA CURTIS 19420 E AUGUSTA LN	CASH OVER/SHORT CHECK NO. - 00613508	30.00
VALLEY EMPIRE COLLECTIONS 8817 E MISSION AVE #101	CASH OVER/SHORT CHECK NO. - 00613509	1.14
TOTAL FOR 0560 - MUNICIPAL COURT		31.14

0620 - HUMAN RESOURCES

VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80143876	299.67
TOTAL FOR 0620 - HUMAN RESOURCES		299.67

0650 - PLANNING SERVICES

STARPLEX CORP	ALARM/SECURITY SERVICES ACH PMT NO. - 80143927	43.10

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 0650 - PLANNING SERVICES		43.10

0680 - POLICE

ANDREWS ENTERPRISES INC RELIABLE TOWING EAST	TOWING EXPENSE ACH PMT NO. - 80143921	447.04
BEACON SERVICE INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80143776	491.84

CENTURYLINK	ALARM/SECURITY SERVICES CHECK NO. - 00613463	150.70
CENTURYLINK	TELEPHONE CHECK NO. - 00613463	222.03
COMCAST	IT/DATA SERVICES CHECK NO. - 00613464	180.48
COPIERS NORTHWEST INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80143948	88.83
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80143903	7,779.70
CW NIELSEN MFG CORP	OPERATING SUPPLIES ACH PMT NO. - 80143905	1,417.11
CW NIELSEN MFG CORP	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80143905	701.83
EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING	TOWING EXPENSE ACH PMT NO. - 80143785	97.87
FOUR SEASONS SERVICES INC DBA FOUR SEASONS LANDSCAPING	LANDSCAPE/GROUNDS MAINT ACH PMT NO. - 80143956	4,423.03
GALLS LLC	CLOTHING CREDIT CARD PMT NO. - 70001972	3,556.86
GALLS LLC	PROTECTIVE GEAR/CLOTHING CREDIT CARD PMT NO. - 70001972	1,228.36
HURRICANE BUTTERFLY LAW ENFORCEMENT LLC	OPERATING SUPPLIES ACH PMT NO. - 80143960	8,669.14
KAISER FOUNDATION HEALTH OF WASHINGTON	MEDICAL SERVICES CHECK NO. - 00613400	22,112.00
KAYLEE KELLY	TUITION REIMBURSEMENT ACH PMT NO. - 80143885	1,717.00
L N CURTIS & SONS	MINOR EQUIPMENT ACH PMT NO. - 80143835	3,414.64
LANGUAGE LINE SERVICES LANGUAGE LINE LLC	INTERPRETER COSTS ACH PMT NO. - 80143795	258.60

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

LAURI WEINMANN	CONTRACTUAL SERVICES ACH PMT NO. - 80143796	3,877.18
SHI CORP	SOFTWARE MAINTENANCE ACH PMT NO. - 80143809	3,357.25
SHI CORP	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80143809	61.94
SPOKANE COUNTY SHERIFF SPOKANE COUNTY TREASURER	REGISTRATION/SCHOOLING ACH PMT NO. - 80143810	2,187.50
SPOKANE ENVELOPE LLC DBA ALLIED ENVELOPE	PRINTING/BINDING/REPRO ACH PMT NO. - 80143937	498.27

SPOKANE TEACHERS CREDIT UNION	MISC SERVICES/CHARGES CHECK NO. - 00613387	62.50
TEEL INC dba TEEL TCHNOLOGIES	SOFTWARE MAINTENANCE ACH PMT NO. - 80143815	6,970.00
T-MOBILE USA INC	MISC SERVICES/CHARGES CHECK NO. - 00613388	50.00
W W GRAINGER INC DBA GRAINGER	OPERATING SUPPLIES ACH PMT NO. - 80143957	1,288.43
WA STATE DEPT OF REVENUE	SOFTWARE MAINTENANCE -	634.27
TOTAL FOR 0680 - POLICE		75,944.40

0690 - COMMUNITY JUSTICE SERVICES

ABSOLUTE DRUG TESTING LLC	PROFESSIONAL SERVICES ACH PMT NO. - 80143893	1,842.60
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80143948	224.14
TOTAL FOR 0690 - COMMUNITY JUSTICE SERVICES		2,066.74

0700 - PUBLIC DEFENDER

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80143948	204.67
TOTAL FOR 0700 - PUBLIC DEFENDER		204.67

1100 - STREET FUND

ACTION MATERIALS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80143936	247.70

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80143940	84.85
CENTURYLINK	TELEPHONE CHECK NO. - 00613395	151.56
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80143948	589.15
ERGON ASPHALT & EMULSIONS INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80143842	3,417.01
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80143908	2,201.93
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80143845	154.00
KAISER FOUNDATION HEALTH OF	MEDICAL SERVICES	

WASHINGTON	CHECK NO. - 00613399	929.00
NEOTREKS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80143858	2,450.00
NORCO INC	OPERATING SUPPLIES CREDIT CARD PMT NO. - 70001958	5.41
NORTH SPOKANE IRRIGATION DIST #8	PUBLIC UTILITY SERVICE CHECK NO. - 00613406	5.00
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES CREDIT CARD PMT NO. - 70001954	420.00
PHOENIX ASPHALT MAINTENANCE CO INC DBA SEALMASTER PORTLAND	REPAIR & MAINTENANCE SUPPLIES CREDIT CARD PMT NO. - 70001953	18,502.00
SHAMROCK MANUFACTURING INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80143806	74,350.45
UNITED PARCEL SERVICE	POSTAGE CHECK NO. - 00613389	34.04
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80143818	568.04
VERIZON WIRELESS	IT/DATA SERVICES ACH PMT NO. - 80143818	480.12
WALTER E NELSON CO	OPERATING SUPPLIES CHECK NO. - 00613390	183.74
WESTERN SYSTEMS INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80143934	25,670.14
TOTAL FOR 1100 - STREET FUND		130,444.14

1200 - CODE ENFORCEMENT FUND

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ENTERPRISE FM TRUST ATTN: CUSTOMER BILLING	OPERATING RENTALS/LEASES CHECK NO. - 00613468	1,303.89
KAISER FOUNDATION HEALTH OF WASHINGTON	MEDICAL SERVICES CHECK NO. - 00613399	1,349.00
SHERWIN WILLIAMS CO	OPERATING SUPPLIES ACH PMT NO. - 80143925	321.59
WATERCO OF THE PACIFIC NORTH WEST, INC	NON-TRAVEL MEALS/LGHT RFRSHMT CHECK NO. - 00613465	78.77
TOTAL FOR 1200 - CODE ENFORCEMENT FUND		3,053.25

1360 - GENERAL FUND GRANTS

ABSOLUTE DRUG TESTING LLC	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80143893	4,852.80-
ABSOLUTE DRUG TESTING LLC	PROFESSIONAL SERVICES ACH PMT NO. - 80143893	4,852.80

SHAWN KINGSBURY DBA PURA VIDA SOBER LIVING LLC	GRANT CASH PASS THRU ACCOUNT CHECK NO. - 00613407	530.00-
SHAWN KINGSBURY DBA PURA VIDA SOBER LIVING LLC	PROFESSIONAL SERVICES CHECK NO. - 00613407	530.00
	TOTAL FOR 1360 - GENERAL FUND GRANTS	0.00

1380 - TRAFFIC CALMING MEASURES

CAMERON-REILLY LLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80143779	208,407.73
DALE NORBERT AND LAURETTE PARKER	SCHOOL ZONE SPEED CAMERA FINE CHECK NO. - 00613510	290.00
DOWL LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80143907	990.00
DWIGHT HEIDEGGER 38900 TEEL HILL RD N	SCHOOL ZONE SPEED CAMERA FINE CHECK NO. - 00613511	290.00
JANDI BAWDEN 4012 E 26TH AVE	SCHOOL ZONE SPEED CAMERA FINE CHECK NO. - 00613512	290.00
JANE AND JAMES DENTON 1024 E ERMINA AVE	SCHOOL ZONE SPEED CAMERA FINE CHECK NO. - 00613513	290.00
LADA KURPIS 6530 S HIGHLAND PARK DR	SCHOOL ZONE SPEED CAMERA FINE CHECK NO. - 00613514	243.00
LINDSEY CARLSON 1710 N HARMONY LN	SCHOOL ZONE SPEED CAMERA FINE CHECK NO. - 00613515	290.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

MARCUS SIVANISH 3720 E 57TH AVE	SCHOOL ZONE SPEED CAMERA FINE CHECK NO. - 00613516	290.00
MICHAEL GAAL 4218 S HELENA ST	SCHOOL ZONE SPEED CAMERA FINE CHECK NO. - 00613517	243.00
PAIGE BOUDINOT 1619 S CANYON WOODS LN	SCHOOL ZONE SPEED CAMERA FINE CHECK NO. - 00613518	243.00
TOD AND DEBORAH REEVE 1651 N MINAM LOOP	SCHOOL ZONE SPEED CAMERA FINE CHECK NO. - 00613519	243.00
	TOTAL FOR 1380 - TRAFFIC CALMING MEASURES	212,109.73

1400 - PARKS AND RECREATION FUND

ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	BACKGROUND CHECKS ACH PMT NO. - 80143894	370.00
KAISER FOUNDATION HEALTH OF WASHINGTON	MEDICAL SERVICES CHECK NO. - 00613401	572.00
	TOTAL FOR 1400 - PARKS AND RECREATION FUND	942.00

1460 - PARKING METER REVENUE FUND

KAISER FOUNDATION HEALTH OF WASHINGTON	MEDICAL SERVICES CHECK NO. - 00613399	520.00
LOOMIS ARMORED US INC	CONTRACTUAL SERVICES ACH PMT NO. - 80143854	1,009.88
PEROVICH PARTNERS INC dba SPEEDPRO IMAGING	OPERATING SUPPLIES CREDIT CARD PMT NO. - 70001960	283.99
TOTAL FOR 1460 - PARKING METER REVENUE FUND		1,813.87

1500 - PATHS AND TRAILS RESERVE FUND

VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80143876	42.81
TOTAL FOR 1500 - PATHS AND TRAILS RESERVE FUND		42.81

1640 - COMMUNICATIONS BLDG M&O FUND

CONTROL SOLUTIONS NW INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80143902	1,595.59
CONTROL SOLUTIONS NW INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80143902	608.42

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ENVIRONMENT CONTROL OF SPOKANE	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80143841	2,529.00
FIRE PROTECTION SPECIALISTS LLC	BUILDING REPAIRS/MAINTENANCE CREDIT CARD PMT NO. - 70001965	687.33
TOTAL FOR 1640 - COMMUNICATIONS BLDG M&O FUND		5,420.34

1940 - CHANNEL FIVE EQUIPMENT RESERVE

KEY CODE MEDIA INC ABS WASHINGTON	COMMUNICATIONS EQUIPMENT ACH PMT NO. - 80143913	4,404.90
TOTAL FOR 1940 - CHANNEL FIVE EQUIPMENT RESERVE		4,404.90

1950 - PARK CUMULATIVE RESERVE FUND

COFFMAN ENGINEERS INC	OTHER CAPITALIZED COSTS ACH PMT NO. - 80143943	4,108.46
TOTAL FOR 1950 - PARK CUMULATIVE RESERVE FUND		4,108.46

1970 - FIRE/EMS FUND

ACRANET CBS BRANCH/DIV OF	BACKGROUND CHECKS	

CBS REPORTING INC	ACH PMT NO. - 80143894	991.50
ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES	
	ACH PMT NO. - 80143938	157.35
BAUER COMPRESSORS	REPAIR & MAINTENANCE SUPPLIES	
SAN FRANCISCO	ACH PMT NO. - 80143897	263.28
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR	
	ACH PMT NO. - 80143899	11,061.69
CONTROL SOLUTIONS NW INC	BUILDING REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80143902	2,261.10
CONTROL SOLUTIONS NW INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80143902	10.92
ENVIRONMENT CONTROL OF SPOKANE	LAUNDRY/JANITORIAL SERVICES	
	ACH PMT NO. - 80143841	3,899.80
FASTENAL CO	OFFICE SUPPLIES	
	ACH PMT NO. - 80143953	10.74
FASTENAL CO	OPERATING SUPPLIES	
	ACH PMT NO. - 80143953	2,509.64
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80143953	538.77

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE	
	ACH PMT NO. - 80143909	255.36
FIREPOWER	PERMIT REFUNDS PAYABLE	
10220 N NEVADA SUITE 80	CHECK NO. - 00613402	420.00
GORDON TRUCK CENTERS INC DBA	VEHICLE REPAIR & MAINT SUPPLY	
PACIFIC TRUCK CENTERS	CREDIT CARD PMT NO. - 70001966	781.56
HEALTHCALL LLC	CONTRACTUAL SERVICES	
ATTN: ACCOUNTING	ACH PMT NO. - 80143959	1,309.20
KAISER FOUNDATION HEALTH OF	MEDICAL SERVICES	
WASHINGTON	CHECK NO. - 00613401	72,865.00
L N CURTIS & SONS	CLOTHING ALTERATIONS & REPAIRS	
	ACH PMT NO. - 80143950	264.46
OVERHEAD DOOR CORPORATION	BUILDING REPAIRS/MAINTENANCE	
DBA WAYNE DALTON SALES &	CHECK NO. - 00613526	261.84
OVERHEAD DOOR CORPORATION	REPAIR & MAINTENANCE SUPPLIES	
DBA WAYNE DALTON SALES &	CHECK NO. - 00613526	49.52
SEAWESTERN FIRE APPARATUS &	PERSONAL PROTECTIVE EQUIPMENT	
EQUIPMENT/SEAWESTERN INC	ACH PMT NO. - 80143865	577.70
SEAWESTERN FIRE APPARATUS &	VEHICLE REPAIR & MAINT SUPPLY	
EQUIPMENT/SEAWESTERN INC	ACH PMT NO. - 80143865	1,003.72
SHI CORP	SOFTWARE (NONCAPITALIZED)	
	ACH PMT NO. - 80143809	569.22
SPOKANE EMERGENCY PHYSICIANS	CONTRACTUAL SERVICES	
INC	CREDIT CARD PMT NO. - 70001961	8,431.30

SPOKANE ENVELOPE LLC DBA ALLIED ENVELOPE	PRINTING/BINDING/REPRO ACH PMT NO. - 80143937	341.37
VERIZON WIRELESS	IT/DATA SERVICES ACH PMT NO. - 80143818	360.09
W W GRAINGER INC DBA GRAINGER	OPERATING SUPPLIES ACH PMT NO. - 80143957	90.04
TOTAL FOR 1970 - FIRE/EMS FUND		109,285.17

1990 - TRANSPORTATION BENEFIT FUND

GRANITE CONSTRUCTION COMPANY	CONTRACTUAL SERVICES CHECK NO. - 00613380	155,617.49
INLAND INFRASTRUCTURE LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80143793	285,791.08
RODNEY D SANKEY dba BULLDOG TOWING LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80143827	486.04

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 1990 - TRANSPORTATION BENEFIT FUND		441,894.61

3200 - ARTERIAL STREET FUND

COMMONSTREET CONSULTING LLC	RIGHT OF WAY ACH PMT NO. - 80143900	25,285.60
PARAMETRIX INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80143920	25,530.06
RR7 PROPERTIES LLC	RIGHT OF WAY CHECK NO. - 00613521	8,961.00
SHAMROCK PAVING CO/DIV OF MURPHY BROS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80143807	218,071.17
TOTAL FOR 3200 - ARTERIAL STREET FUND		277,847.83

4100 - WATER DIVISION

428 PROPERTIES LLC 11955 SILVER CREST ST	REFUNDS CHECK NO. - 00613470	153.44
AHO CONSTRUCTION 1 INC 5512 NE 109TH CT STE 101	REFUNDS CHECK NO. - 00613471	134.10
ANATEK LABS INC	CONTRACTUAL SERVICES CREDIT CARD PMT NO. - 70001947	450.00
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80143940	737,866.40
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80143940	328.62

CHRIS ENNIS PO BOX 8074	REFUNDS CHECK NO. - 00613472	438.47
CINTAS CORPORATION	LAUNDRY/JANITORIAL SERVICES CREDIT CARD PMT NO. - 70001969	466.97
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80143948	55.00
CORINNA REN DBA THE PNW DREAM	CONTRACTUAL SERVICES ACH PMT NO. - 80143781	2,625.00
DAVID T CLOE 3908 W NEZ PERCE RD	REFUNDS CHECK NO. - 00613473	143.30
DE NORA HOLDINGS US INC DBA DE NORA WATER TECHNOLOGIES LLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80143838	67,285.46
ENTERPRISE FM TRUST ATTN: CUSTOMER BILLING	OPERATING RENTALS/LEASES CHECK NO. - 00613468	1,174.07

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80143954	55.96
FERGUSON ENTERPRISES INC	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80143787	2,372.93
FIFTH ASSET INC DBA DEBTBOOK	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80143906	146.03
H D FOWLER COMPANY	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80143847	1,992.95
HAYDEN HOMES LLC 250 SE TIMBER AVE	REFUNDS CHECK NO. - 00613486	517.96
INLAND INFRASTRUCTURE LLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80143793	6,031.08
JONATHAN QUISENBERRY 19603 E 11TH AVE	REFUNDS CHECK NO. - 00613487	362.23
JRD SPOKANE LLC 605 FIRST AVE SUITE 602	REFUNDS CHECK NO. - 00613488	1,405.11
KAISER FOUNDATION HEALTH OF WASHINGTON	MEDICAL SERVICES CHECK NO. - 00613399	1,097.00
LENNAR NORTHWEST LLC 33820 WEYERHAEUSER WAY S	REFUNDS CHECK NO. - 00613500	1,210.30
MICHAEL CONLEY LEGACY TRUST PO BOX 9898	REFUNDS CHECK NO. - 00613501	301.96
RC SCHWARTZ 159 S COWLEY ST	REFUNDS CHECK NO. - 00613504	730.73
RHODES CRANE & RIGGING INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80143863	3,155.99
SPOKANE CITY TREASURER	REFUNDS CHECK NO. - 00613522	250.00
SPOKANE COUNTY TITLE	REFUNDS	

1010 N NORMANDIE ST SUITE 203	CHECK NO. - 00613505	325.66
T W CLARK CONSTRUCTION LLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80143964	722,101.26
THE ESTATE OF HARLAN DOUGLAS CO BLACK REALTY MANAGEMENT	REFUNDS CHECK NO. - 00613506	2,680.23
TITUS AND ELIZABETH HUG 331 N FRANCHER RD	REFUNDS CHECK NO. - 00613507	72.23
W W GRAINGER INC DBA GRAINGER	OPERATING SUPPLIES ACH PMT NO. - 80143846	3,686.22
TOTAL FOR 4100 - WATER DIVISION		1,559,616.66

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

4250 - INTEGRATED CAPITAL MANAGEMENT

BIG SKY ID CORP	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80143825	526,235.48
CIVTECH INC	CONTRACTUAL SERVICES ACH PMT NO. - 80143898	1,182.50
FIFTH ASSET INC DBA DEBTBOOK	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80143906	6,853.84
HALME CONSTRUCTION INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80143848	25,993.72
HDR ENGINEERING INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80143911	7,403.83
LANDMARK STRUCTURES I LP	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80143853	46,562.25
OSBORN CONSULTING INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80143918	15,017.22
WA STATE DEPT OF ECOLOGY	INTEREST ON LONG TERM DEBT ACH PMT NO. - 80143932	6,700.19
WA STATE DEPT OF ECOLOGY	INTERGOVERNMENTAL LOANS ACH PMT NO. - 80143932	11,959.06
TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT		647,908.09

4300 - SEWER FUND

PROVIDENCE HEALTH & SERVICES-WASHINGTON	REFUNDS CHECK NO. - 00613502	1,687.02
TOTAL FOR 4300 - SEWER FUND		1,687.02

4310 - SEWER MAINTENANCE DIVISION

COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80143899	5,829.10

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80143903	308.05
FIFTH ASSET INC DBA DEBTBOOK	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80143906	1,256.94
INLAND INFRASTRUCTURE LLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80143793	28,366.24
RAILROAD MANAGEMENT CO III LLC	PERMITS/OTHER FEES ACH PMT NO. - 80143862	417.05

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

THIRD ARCH FGCI HOLDINGS LLC DBA INFRASTRUCTURE REPAIR	MINOR EQUIPMENT CHECK NO. - 00613398	2,664.00
THIRD ARCH FGCI HOLDINGS LLC DBA INFRASTRUCTURE REPAIR	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00613398	4,955.00
	TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION	43,796.38

4320 - RIVERSIDE PARK RECLAMATION FAC

CENTURYLINK	TELEPHONE CHECK NO. - 00613463	2,073.48
COLUMBIA ELECTRIC SUPPLY/DIV CONSOLIDATED ELECTRICAL	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80143831	15,073.59
COLUMBIA ELECTRIC SUPPLY/DIV CONSOLIDATED ELECTRICAL	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80143831	53,680.56
ENTERPRISE FM TRUST ATTN: CUSTOMER BILLING	OPERATING RENTALS/LEASES CHECK NO. - 00613468	577.98
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80143845	60.51
HDR ENGINEERING INC	CONTRACTUAL SERVICES ACH PMT NO. - 80143911	9,920.49
HUBER TECHNOLOGY INC	REPAIR & MAINTENANCE SUPPLIES CREDIT CARD PMT NO. - 70001957	8,827.61
INGERSOLL RAND INDUSTRIAL US INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80143850	388.67
KAISER FOUNDATION HEALTH OF WASHINGTON	MEDICAL SERVICES CHECK NO. - 00613399	568.00
WASTE MANAGEMENT OF WA DBA GRAHAM ROAD LANDFILL	UTIL GARBAGE/WASTE REMOVAL CHECK NO. - 00613391	1,165.63
WHITNEY EQUIPMENT COMPANY LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80143821	10,763.92
	TOTAL FOR 4320 - RIVERSIDE PARK RECLAMATION FAC	103,100.44

4330 - STORMWATER

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80143940	111.85
CENTURYLINK	TELEPHONE CHECK NO. - 00613463	551.18
KAISER FOUNDATION HEALTH OF WASHINGTON	MEDICAL SERVICES CHECK NO. - 00613399	479.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

STARPLEX CORP	CONTRACTUAL SERVICES ACH PMT NO. - 80143814	11,175.36
WA STATE DEPT OF ECOLOGY	PERMITS/OTHER FEES ACH PMT NO. - 80143967	39,250.00
TOTAL FOR 4330 - STORMWATER		51,567.39

4490 - SOLID WASTE DISPOSAL

ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	BACKGROUND CHECKS ACH PMT NO. - 80143894	147.00
BANNER FURNACE & FUEL	OPERATING SUPPLIES ACH PMT NO. - 80143824	270.57
CALL2RECYCLE INC	HAZARDOUS WASTE DISPOSAL ACH PMT NO. - 80143778	2,149.27
CASCADE AUTOMATION INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80143941	1,621.53
CONTINENTAL DOOR COMPANY LLC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80143947	2,935.88
DEECO INC	EMISSION TESTING ACH PMT NO. - 80143782	100,688.00
ELJAY OIL CO INC	LUBRICANTS CREDIT CARD PMT NO. - 70001948	1,547.36
ELJAY OIL CO INC	MOTOR FUEL-OUTSIDE VENDOR CREDIT CARD PMT NO. - 70001948	652.05
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80143786	469.93
FASTENAL CO	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80143786	924.78
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80143786	634.37
GRAYMAR ENVIRONMENTAL SERVICES INC	HAZARDOUS WASTE DISPOSAL ACH PMT NO. - 80143958	3,175.64
HASKINS STEEL CO INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80143791	4,105.43
KAISER FOUNDATION HEALTH OF WASHINGTON	MEDICAL SERVICES CHECK NO. - 00613399	878.00
KNIGHT CONSTRUCTION &	EQUIPMENT REPAIRS/MAINTENANCE	

SUPPLY INC	ACH PMT NO. - 80143851	1,157,776.81
MCCOY POWER CONSULTANTS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80143797	7,900.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

NORCO INC	CHEMICAL/LAB SUPPLIES CREDIT CARD PMT NO. - 70001950	325.70
NORTHSTAR CHEMICAL INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80143800	4,430.33
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES CREDIT CARD PMT NO. - 70001954	895.00
ORKIN	PROFESSIONAL SERVICES CHECK NO. - 00613381	221.47
OXARC LLC	CHEMICAL/LAB SUPPLIES CREDIT CARD PMT NO. - 70001951	8,770.34
SENSKE PEST CONTROL SENSKE LAWN & TREE CARE	LANDSCAPE/GROUNDS MAINT ACH PMT NO. - 80143805	2,160.18
SPOKANE INT'L AIRPORT	OPERATING RENTALS/LEASES ACH PMT NO. - 80143812	435.60
SPOKANE REGIONAL HEALTH DIST	PERMITS/OTHER FEES CHECK NO. - 00613385	20,850.44
TERRY D SOMERS	PERMITS/OTHER FEES CHECK NO. - 00613382	136.00
TSI INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80143816	2,061.99
W W GRAINGER INC DBA GRAINGER	OPERATING SUPPLIES ACH PMT NO. - 80143788	288.53
WA STATE DEPT OF ECOLOGY	PERMITS/OTHER FEES ACH PMT NO. - 80143967	67.00
WASHINGTON EQUIPMENT MANUFACTURING CO INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80143819	1,262.90
WATERCO OF THE PACIFIC NORTH WEST, INC	OPERATING SUPPLIES CHECK NO. - 00613531	406.27
TOTAL FOR 4490 - SOLID WASTE DISPOSAL		1,328,188.37

4500 - SOLID WASTE COLLECTION

ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	MEDICAL SERVICES ACH PMT NO. - 80143894	20.00
ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80143938	1,874.26
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80143823	1,957.12
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80143823	567.71

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CINTAS CORPORATION NO 2	OPERATING SUPPLIES ACH PMT NO. - 80143942	57.05
COMCAST	TELEPHONE CHECK NO. - 00613530	204.51
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80143948	1,411.97
KAISER FOUNDATION HEALTH OF WASHINGTON	MEDICAL SERVICES CHECK NO. - 00613399	1,111.00
TOTAL FOR 4500 - SOLID WASTE COLLECTION		7,203.62

4530 - SOLID WASTE LANDFILLS

NORCO INC	CHEMICAL/LAB SUPPLIES CREDIT CARD PMT NO. - 70001950	350.05
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES CREDIT CARD PMT NO. - 70001968	220.00
SPOKANE REGIONAL HEALTH DIST	PERMITS/OTHER FEES CHECK NO. - 00613386	590.00
TOTAL FOR 4530 - SOLID WASTE LANDFILLS		1,160.05

4600 - GOLF FUND

ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	BACKGROUND CHECKS ACH PMT NO. - 80143894	72.00
BIG SKY ID CORP	OTHER IMPROVEMENTS ACH PMT NO. - 80143825	16,850.28
TOTAL FOR 4600 - GOLF FUND		16,922.28

4700 - DEVELOPMENT SVCS CENTER

ENTERPRISE FM TRUST ATTN: CUSTOMER BILLING	OPERATING RENTALS/LEASES CHECK NO. - 00613468	1,907.65
MISTY MOORE	REGISTRATION/SCHOOLING ACH PMT NO. - 80143888	290.00
RIGHT NOW HEATING AND COOLING 212 EVANS ST	PERMIT REFUNDS PAYABLE CHECK NO. - 00613403	62.53
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80143876	1,242.09
VERIZON WIRELESS	IT/DATA SERVICES ACH PMT NO. - 80143876	720.18

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 4700 - DEVELOPMENT SVCS CENTER		4,222.45

5100 - FLEET SERVICES FUND

AVISTA UTILITIES	COMPRESSED NATURAL GAS FUEL ACH PMT NO. - 80143823	57,531.83
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80143823	6,064.52
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80143823	35.31
CINTAS CORPORATION	LAUNDRY/JANITORIAL SERVICES CREDIT CARD PMT NO. - 70001955	1,468.02
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80143944	118,904.11
COMCAST	WEB SERVICES CHECK NO. - 00613396	222.53
CONNELL OIL INC DBA CO-ENERGY	LUBRICANTS ACH PMT NO. - 80143946	360.91
COPIERS NORTHWEST INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80143948	387.44
CORWIN OF SPOKANE LLC CORWIN FORD SPOKANE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80143949	8,052.56
CUMMINS INC DBA CUMMINS SALES & SERVICE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80143834	15,345.93
DAY WIRELESS SYSTEMS/DIV OF WA COMMUNICATIONS LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80143837	3,996.57
EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING	TOWING EXPENSE ACH PMT NO. - 80143843	1,808.89
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	EQUIPMENT REPAIRS/MAINTENANCE CREDIT CARD PMT NO. - 70001973	2,621.16
IIA LIFTING SERVICES INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80143849	696.80
LEAVITT MACHINERY USA INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00613405	648.48
MARK HENDERSON DBA ONSITE DASH REPAIR	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00613534	419.65
NOVUS AUTO GLASS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80143859	976.02
PAPE MACHINERY INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80143919	40,032.91

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

POMP'S TIRE SERVICE INC	EQUIPMENT REPAIRS/MAINTENANCE	

	ACH PMT NO. - 80143860	11,087.30
POMP'S TIRE SERVICE INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80143803	61,261.98
SOLID WASTE SYSTEMS INC dba SWS EQUIPMENT INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80143868	6,001.49
WATERCO OF THE PACIFIC NORTH WEST, INC	OPERATING SUPPLIES CHECK NO. - 00613531	168.98
WESTERN STATES EQUIPMENT CO	EQUIPMENT REPAIRS/MAINTENANCE CREDIT CARD PMT NO. - 70001963	2,365.67
TOTAL FOR 5100 - FLEET SERVICES FUND		340,459.06

5200 - PUBLIC WORKS AND UTILITIES

CANON USA INC	OPERATING SUPPLIES CHECK NO. - 00613462	3,808.62
DELL MARKETING LP %DELL USA LP	COMPUTERS ACH PMT NO. - 80143951	148.79
DELL MARKETING LP %DELL USA LP	OFFICE SUPPLIES ACH PMT NO. - 80143951	215.03
TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES		4,172.44

5300 - IT FUND

CANON FINANCIAL SERVICES INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80143780	16,108.87
CANON USA INC	OPERATING SUPPLIES CHECK NO. - 00613462	423.18
CENTURYLINK	TELEPHONE CHECK NO. - 00613463	3,558.87
COMCAST	IT/DATA SERVICES CHECK NO. - 00613378	363.44
COMPUNET INC LB 410802	HARDWARE MAINTENANCE ACH PMT NO. - 80143945	77,781.73
COMPUNET INC LB 410802	SOFTWARE MAINTENANCE ACH PMT NO. - 80143945	40,515.72
COMPUNET INC LB 410802	SUBSCRIPTION BASED IT ARNGMTS ACH PMT NO. - 80143945	40,788.78
KAISER FOUNDATION HEALTH OF WASHINGTON	CONTRACTUAL SERVICES CHECK NO. - 00613399	140.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

NORTHWEST OPEN ACCESS NETWORK	TELEPHONE ACH PMT NO. - 80143917	3,600.00
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80143929	1,224.69

TOTAL FOR 5300 - IT FUND		184,505.28

5310 - IT CAPITAL REPLACEMENT FUND

DELL MARKETING LP %DELL USA LP	COMPUTERS ACH PMT NO. - 80143951	1,676.38
TOTAL FOR 5310 - IT CAPITAL REPLACEMENT FUND		1,676.38

5600 - ACCOUNTING SERVICES

ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	BACKGROUND CHECKS ACH PMT NO. - 80143894	66.00
FIFTH ASSET INC DBA DEBTBOOK	SUBSCRIPTION BASED IT ARNGMTS ACH PMT NO. - 80143906	19,018.19
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES ACH PMT NO. - 80143801	93,825.00
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80143876	85.62
TOTAL FOR 5600 - ACCOUNTING SERVICES		112,994.81

5700 - MY SPOKANE

ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	BACKGROUND CHECKS ACH PMT NO. - 80143894	34.00
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80143818	85.62
TOTAL FOR 5700 - MY SPOKANE		119.62

5800 - RISK MANAGEMENT FUND

VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80143929	85.62
TOTAL FOR 5800 - RISK MANAGEMENT FUND		85.62

5810 - WORKERS' COMPENSATION FUND

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80143948	140.02
DEPARTMENT OF LABOR & INDUSTRIES	DEPOSIT-SUPP PENSION ASSESSMNT CHECK NO. - 00613467	217,214.68
DEPARTMENT OF LABOR & INDUSTRIES	INSURANCE ADMINISTRATION CHECK NO. - 00613467	90,303.63

DEPARTMENT OF LABOR & INDUSTRIES	OTHER STATE AGENCIES CHECK NO. - 00613467	36,939.85-
	TOTAL FOR 5810 - WORKERS' COMPENSATION FUND	270,718.48

5830 - EMPLOYEES BENEFITS FUND

DELTA DENTAL OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO. - 80143952	39,892.38
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO. - 80143961	143,536.39
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	INSURANCE CLAIMS ACH PMT NO. - 80143861	892,094.12
WA ST DEPT OF ENTERPRISE SERVICES	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80143931	2,327.13
WAPAL FUND WASHINGTON STATE HEALTH CARE	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80143933	222.00
	TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND	1,078,072.02

5900 - FACILITIES MANAGEMENT FUND OPS

AVISTA CORPORATION	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80143939	37,266.38
AVISTA CORPORATION	UTILITY NATURAL GAS ACH PMT NO. - 80143939	433.07
GOODALE & BARBIERI COMPANY	OTHER CONTRACTUAL SERVICES ACH PMT NO. - 80143910	5,000.00
KAISER FOUNDATION HEALTH OF WASHINGTON	MEDICAL SERVICES CHECK NO. - 00613399	356.00
MCKINSTRY CO LLC LOCKBOX	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80143915	1,963.80
MCKINSTRY CO LLC LOCKBOX	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80143915	49.10
OVERHEAD DOOR CORPORATION DBA WAYNE DALTON SALES &	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00613392	41.91

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ROAR WORKS LLC	LANDSCAPE/GROUNDS MAINT ACH PMT NO. - 80143922	927.00
ROAR WORKS LLC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80143922	179.85
STARPLEX CORP	ALARM/SECURITY SERVICES ACH PMT NO. - 80143927	36,490.42
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80143876	679.38
W B SPRAGUE COMPANY INC	BUILDING REPAIRS/MAINTENANCE	

DBA SPRAGUE PEST SOLUTIONS	ACH PMT NO. - 80143813	326.32
WAXIE SANITARY SUPPLY	OPERATING SUPPLIES ACH PMT NO. - 80143820	2,545.41
	TOTAL FOR 5900 - FACILITIES MANAGEMENT FUND OPS	86,258.64

5902 - PROPERTY ACQUISITION POLICE

DELL MARKETING LP %DELL USA LP	MINOR EQUIPMENT ACH PMT NO. - 80143951	35,085.53
SHARP SHOOTING INDOOR RANGE	WEAPONS/FIREARMS/SIGNALGUNS ACH PMT NO. - 80143808	14,204.67
	TOTAL FOR 5902 - PROPERTY ACQUISITION POLICE	49,290.20

5903 - PROPERTY ACQUISITION FIRE

COAXSHER INC	PERSONAL PROTECTIVE EQUIPMENT CREDIT CARD PMT NO. - 70001970	234.57
	TOTAL FOR 5903 - PROPERTY ACQUISITION FIRE	234.57

6200 - FIREFIGHTERS' PENSION FUND

DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT ACH PMT NO. - 80143952	7,454.00
FAIRWINDS SPOKANE LLC	SERVICE REIMBURSEMENT CHECK NO. - 00613469	61,956.00
GERALD V BUCK	SERVICE REIMBURSMENT ACH PMT NO. - 80143935	163.45
HOWARD J VIETZKE	SERVICE REIMBURSMENT CHECK NO. - 00613524	2,791.85
PATRICK DAVIS	SERVICE REIMBURSMENT CHECK NO. - 00613466	250.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80143861	64,681.48
	TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND	137,296.78

6300 - POLICE PENSION

CLIFFORD WALTER	SERVICE REIMBURSMENT CHECK NO. - 00613525	169.00
DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT ACH PMT NO. - 80143952	1,899.00
FAIRWINDS SPOKANE LLC	SERVICE REIMBURSEMENT CHECK NO. - 00613469	19,784.00

LYLE BOECK	SERVICE REIMBURSMENT CHECK NO. - 00613461	39.00
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80143861	25,555.10
ROSAUERS PHARMACY	SERVICE REIMBURSMENT CHECK NO. - 00613520	293.81
	TOTAL FOR 6300 - POLICE PENSION	47,739.91
	TOTAL CLAIMS	7,639,560.52

Agenda Sheet for City Council: **Committee: Date:** N/A **Committee Agenda type:**		**Date Rec'd**	8/19/2025
		Clerk's File #	CPR 2025-0003
		Cross Ref #	
Council Meeting Date: 08/25/2025		**Project #**	
Submitting Dept	ACCOUNTING & GRANTS	**Bid #**	
Contact Name/Phone	MATT BOSTON 6028	**Requisition #**	
Contact E-Mail	MBOSTON@SPOKANECITY.ORG		
Agenda Item Type	Claim Item		
Council Sponsor(s)			
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	ACCOUNTING-PAYROLL THRU 8-16-2025		

Agenda Wording

Report of the Mayor of pending payroll claims of previously approved obligations through: August 16, 2025. Payroll check #578147 through check #578376 $10,371,362.36

Summary (Background)

N/A

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

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

Narrative

Amount		**Budget Account**
Expense	**$** 10,371,362.36	**#** various
Select	**$**	**#**
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	BAIRD, CHRISTI		
Division Director			
Accounting Manager			
Legal			
For the Mayor			

Distribution List

PAYROLL RECAP BY FUND

PAY PERIOD ENDING AUGUST 16, 2025

FUND	FUND NAME	TOTAL
0100	GENERAL FUND	
0030	POLICE OMBUDSMAN	17,423.45
0230	CIVIL SERVICE	49,052.80
0260	CITY CLERK	25,790.41
0320	COUNCIL	65,228.41
0330	PUBLIC AFFAIRS / COMMUNICATIONS	36,517.12
0370	ENGINEERING SERVICES	213,590.52
0410	FINANCE	53,529.61
0450	CD/HS DIVISION	10,708.00
0470	HISTORIC PRESERVATION	8,445.60
0480	OFFICE OF CIVIL RIGHTS,EQUITY, & INCLUSION	5,424.00
0500	LEGAL	156,864.45
0520	MAYOR	54,598.82
0550	NEIGHBORHOOD SERVICES	16,048.00
05601	MUNICIPAL COURT	136,582.10
0570	OFFICE OF HEARING EXAMINER	7,486.40
0620	HUMAN RESOURCES	44,550.40
0650	PLANNING SERVICES	50,963.80
0680	POLICE	2,619,499.52
0690	PROBATION SERVICES	78,961.02
0700	PUBLIC DEFENDERS	106,389.57
0750	ECONOMIC DEVELOPMENT	16,014.40
0860	TREASURER	0.00
	TOTAL GENERAL FUND	3,773,668.40

FUND	FUND NAME	TOTAL
1100	STREET	302,828.35
1200	CODE ENFORCEMENT	83,306.94
1300	LIBRARY	278,061.69
1360	MISC GRANTS	0.00
1380	TRAFFIC CALMING MEASURES	3,615.20
1390	URBAN FORESTRY	3,052.80
1400	PARKS AND RECREATION	589,526.25
1425	AMERICAN RESCUE PLAN	0.00
1460	PARKING METER	38,025.50
1620	PUBLIC SAFETY & JUDICIAL GRANT	16,906.95
1625	PUBLIC SAFETY PERSONNEL	0.00
1680	CD/HS	78,661.61
1910	CRIMINAL JUSTICE ASSISTANCES	0.00
1970	EMS FUND	2,076,552.60
4100	WATER	549,705.36
4250	INTEGRATED CAPITAL FUND	86,254.10
4300	SEWER	753,762.35
4480	REFUSE	687,893.81
4600	GOLF	90,747.82
4700	GENERAL SERVICES FUND	230,610.46
5100	FLEET SERVICE	142,272.47
5200	PUBLIC WORKS & UTILITY FUND	64,978.70
5300	MIS	205,288.44
5400	REPROGRAPHICS	2,756.80
5500	PURCHASING	32,394.40
5600	ACCOUNTING SERVICES	131,641.89
5700	MY SPOKANE	40,765.90
5750	PROJECT MANAGEMENT OFFICE	29,382.40
5800	RISK MANAGEMENT	7,336.81
5810	WORKER'S COMPENSATION	3,681.60
5830	SELF-FUNDED MEDICAL/DENTAL	6,493.60
5900	ASSET MANAGEMENT	47,839.56
6060	CITY RETIREMENT	13,349.60
	TOTAL	10,371,362.36

MINUTES OF SPOKANE CITY COUNCIL

Monday, July 28, 2025

AGENDA REVIEW SESSION

The Agenda Review Session of the Spokane City Council held on the above date was called to order at 3:30 p.m. in the Council Chambers in the Lower Level of the Municipal Building, 808 West Spokane Falls Boulevard, Spokane, Washington. A recording of the meeting can be found at the following link: https://vimeo.com/spokanecitycouncil.

Roll Call
On roll call, Council President Wilkerson and Council Members Bingle, Cathcart, Dillon, Klitzke, and Zappone were present.

City Administrator Alex Scott; Giacobbe Byrd, Director-City Council Office; City Council Policy Advisor Chris Wright; and Deputy City Clerk Laurie Farnsworth were also present for the meeting.

There were no **Interviews of Nominees to Boards and Commissions**.

BRIEFING ON AGENDA ITEMS
Final Agenda for July 28, 2025
Final Reading Ordinance C36721 Relating to Alcohol Advertising Regulations (deferred from the July 21, 2025, Agenda, during the July 14, 2025, 3:30 p.m. Agenda Review Session) (Council Sponsors: Council President Wilkerson and Council Member Dillon)
At the request of Council President Wilkerson, Council Member Dillon provided a briefing on Final Reading Ordinance C36721 relating to alcohol advertising regulations established by the Washington State Liquor Control Board, and adopting a new Chapter 10.63 to the Spokane Municipal Code.

Final Reading Ordinance C36720 (Hearing Item) – Spokane's Complete Streets Program (As amended on July 21, 2025, and deferred from the July 21, 2025, Agenda during the July 14, 2025, 3:30 p.m. Agenda Review Session) (Council Sponsors: Council Members Klitzke and Dillon)
At the request of Council President Wilkerson, Jon Snyder, Director of Transportation and Sustainability – Mayor's Office, provided a briefing on Final Reading Ordinance C36720 updating the City of Spokane's Complete Streets Program.

Updated Draft Agenda for August 4, 2025
There were no requests for staff to brief agenda items as the August 4, 2025, meeting has been canceled.

Draft Agenda for August 11, 2025
There were no requests for staff to brief agenda items as the August 11, 2025, meeting has been canceled.

CONSIDERATION OF AMENDMENT AND DEFERRAL REQUESTS
July 28, 2025, Final Agenda
Approval of funding recommendation – HUD Certified Housing Counseling program (OPR 2025-0532) (Council Sponsor: Council President Wilkerson)
Motion by Council Member Klitzke, seconded by Council Member Dillon, **to suspend Council Rules** for the purpose of adding OPR 2025-0532 (Approval of funding recommendation, allowing CHHS to enter into a contract with SNAP for the HUD Certified Housing Counseling program) to tonight's Consent Agenda; **carried 6-0.**

Motion by Council Member Klitzke, seconded by Council Member Dillon, **to add** OPR 2025-0532 (Approval of funding recommendation, allowing CHHS to enter into a contract with SNAP for the HUD Certified Housing Counseling program) to tonight's Consent Agenda; **carried 6-0.**

Final Reading Ordinance C36643 (Council Sponsors: Council President Wilkerson and Council Member Bingle)
Motion by Council Member Bingle, seconded by Council Member Dillon, **to suspend Council Rules** for the purpose of amending Final Reading Ordinance C36643—Vacating Grace Avenue west of Northwest Blvd., as requested by Excelsior Wellness—while maintaining final consideration on July 28, 2025; **carried 6-0.**

Motion by Council Member Bingle, seconded by Council Member Dillon, **to amend** Final Reading Ordinance C36643—vacating Grace Avenue west of Northwest Blvd., as requested by Excelsior Wellness—while maintaining final consideration on July 28, 2025; **carried 6-0.**

Final Reading Ordinance C36723 (Deferred from July 21, 2025, Agenda, to the August 18, 2026, Agenda, during the July 21, 2025, 3:30 p.m. Agenda Review Session) (Council Sponsors: Council Members Zappone and Dillon)
Motion by Council Member Dillon, seconded by Council Member Klitzke, **to adopt** the Dillon Proposed Amendment to Final Reading Ordinance C36723 (titled "Public Dollars For Public Benefit," relating to City public works; enacting a new Article XI, Chapter 07.06.800 of the Spokane Municipal Code, and setting an effective date) filed July 23, 2025; **carried 4-2.**

August 4, 2025, Updated Draft Agenda
There were no considerations of amendments or deferrals for the August 4, 2025, Draft Agenda, as the August 4 meeting has been canceled.

August 11, 2025, Draft Agenda
There were no considerations of amendments or deferrals for the August 11, 2025, Draft Agenda, as the August 11 meeting has been canceled.

Action to Approve Agendas
The City Council took the following action (pursuant to Council Rule 2.1.B):

> **Motion** by Council Member Zappone, seconded by Council Member Klitzke, **to approve** the July 28, 2025, Final Agenda, as amended; **carried 5-1.**

Council Recess/Executive Session
The City Council recessed at 3:52 p.m. No Executive Session was held. The City Council reconvened at 6:00 p.m. for the Legislative Session.

LEGISLATIVE SESSION

Land Acknowledgement
Council President Wilkerson started the meeting off by reading the "Land Acknowledgement" (adopted by City Council on March 22, 2021, under Resolution 2021-0019) which appears on page 2 of the agenda.

Pledge of Allegiance
The Pledge of Allegiance was led by Council President Wilkerson.

Roll Call
On roll call, Council President Wilkerson and Council Members Bingle, Cathcart, Dillon, Klitzke, and Zappone were present.

Giacobbe Byrd, Director-City Council Office; City Council Policy Advisor Chris Wright; and Deputy City Clerk Laurie Farnsworth were also present for the meeting.

There were no **Proclamations and Salutations.**

There were no **Reports from Community Organizations.**

There was no **Poetry at the Podium.**

There were no **Boards and Commissions Appointments.**

CONSENT AGENDA

After public commentary and an opportunity for Council commentary, with none provided, the following actions were taken:

Acceptance of HUD Fiscal Year 2024 Program awards (OPR 2025-0523) (Council Sponsor: Council President Wilkerson) (Taken Separately)
Upon 4-2 Voice Vote, the City Council **approved** acceptance of Fiscal Year 2024 Program awards from the U.S. Department of Housing and Urban Development (HUD) and approval to enter into subrecipient agreements with the awarded grantees—$6,885,650. (OPR 2025-0523) (Council Sponsor: Council President Wilkerson)

Interagency Agreement with the Housing Division Homelessness Assistance Unit (OPR 2025-0528) (Council Sponsor: Council President Wilkerson) (Taken Separately)
Upon 4-2 Voice Vote, the City Council **approved** Interagency Agreement with the Housing Division Homelessness Assistance Unit to accept Consolidated Homeless Grant Award for July 1, 2025, through June 30, 2027—$24,208,803. (OPR 2025-0528) (As added during the July 21, 2025, 3:30 p.m. Agenda Review Session) (Council Sponsor: Council President Wilkerson)

Upon 6-0 Voice Vote, the City Council **approved** Staff Recommendations for the following items:

Interlocal Agreement (ILA) between Spokane County and cities within Spokane County amending previous ILA to include Spokane Tribe and Kalispel Tribe voting members in the Steering Committee of Elected Officials. (OPR 2025-0521) (Council Sponsors: Council President Wilkerson and Council Members Bingle and Cathcart)

Report of the Mayor of pending:

a. Claims and payments of previously approved obligations, including those of Parks and Library, through July 18, 2025, total $9,920,300.97 (Check Nos.: 612461-612686; Credit Card Nos.: 001788-001731; ACH Nos.: 142893-143156), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total $8,820,778.99. (CPR 2025-0002)

b. Payroll claims of previously approved obligations through July 19, 2025: $10,204,666.12 (Check Nos.: 577661-577905). (CPR 2025-0003)

Minutes:

a. City Council Meeting Minutes: July 14, 2025. (CPR 2025-0013)

b. City Council Public Infrastructure, Environment, and Sustainability Standing Committee Meeting Minutes: July 21, 2025. (CPR 2025-0019)

Contract Amendment with HDR Engineering, Inc. (Spokane) for additional NPDES Permit Studies and Support Services from September 1, 2024, through December 31, 2026─$176,424 (Total contract amount: $440,852). (OPR 2023-0898 / RFQu 5914-23) (As added during the July 21, 2025, 3:30 p.m. Agenda Review Session) (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)

Approval of funding recommendation, allowing CHHS to enter into a contract with SNAP for the HUD Certified Housing Counseling program─$160,000. (OPR 2025-0532) (As added during the July 28, 2025, 3:30 p.m. Agenda Review Session) (Council Sponsor: Council President Wilkerson)

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

Special Budget Ordinance C36725 (Deferred from the July 21, 2025, Agenda, during the July 21, 2025, 3:30 p.m. Agenda Review Session) (Council Sponsors: Council Members Dillon and Klitzke)

After an opportunity for public and Council commentary, with none provided, the following action was taken:

Upon 6-0 Roll Call Vote, the City Council **passed Special Budget Ordinance C36725** amending Ordinance No. C36626, entitled in part, "An Ordinance adopting a Biennial Budget for the City of Spokane," and amending it to accept the Commerce Climate Planning Phase 2 Grant, and declaring an emergency.

Ayes:	Bingle, Cathcart, Dillon, Klitzke, Wilkerson, and Zappone
Nos:	None
Abstain:	None
Absent:	None

Special Budget Ordinance C36728 (Deferred from the July 21, 2025, Agenda, during the July 21, 2025, 3:30 p.m. Agenda Review Session) (Council Sponsors: Council President Wilkerson and Council Members Zappone and Cathcart)

After an opportunity for public and Council commentary, with none provided, the following action was taken:

Upon 6-0 Roll Call Vote, the City Council **passed Special Budget Ordinance C36728** amending Ordinance No. C36626, entitled in part, "An Ordinance adopting a Biennial Budget for the City of Spokane," and amending it to accept the Administrative Office of the Courts Therapeutic Court Grant, and declaring an emergency.

Ayes: Bingle, Cathcart, Dillon, Klitzke, Wilkerson, and Zappone
Nos: None
Abstain: None
Absent: None

There were no **Emergency Ordinances.**

RESOLUTIONS

Resolution 2025-0053 (As amended during the July 21, 2025, 3:30 p.m. Agenda Review Session) (Council Sponsors: Council President Wilkerson and Council Member Dillon)

After public and Council commentary, the following action was taken:

Upon 4-2 Roll Call Vote, the City Council **adopted Resolution 2025-0053,** as amended, appointing Shelby Lambdin to fill the position of Spokane City Council, District 2, vacated by Lili Navarrete.

Ayes: Dillon, Klitzke, Wilkerson, and Zappone
Nos: Bingle and Cathcart
Abstain: None
Absent: None

Resolution 2025-0054 (Council Sponsors: Council President Wilkerson and Council Member Zappone)

After an opportunity for public and Council commentary, with none provided, the following action was taken:

Upon 4-2 Roll Call Vote, the City Council **adopted Resolution 2025-0054** approving settlement reached by Safety National Insurance, the City's excess insurance carrier, with the Estate of Robert Bradley in the amount of $3,655,000. The City of Spokane will pay the balance of its Self-Insured Retention in the amount of $222,123.21. Safety National will pay the entire settlement amount in exchange for a release of all claims and a dismissal of the pending lawsuit.

Ayes: Dillon, Klitzke, Wilkerson, and Zappone
Nos: Bingle and Cathcart
Abstain: None

Absent: None

Resolution 2025-0052 (As amended during the July 21, 2025, 3:30 p.m. Agenda Review Session) (Deferred from the July 21, 2025, Agenda, during the July 14, 2025, 3:30 p.m. Agenda Review Session) (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Dillon)
After public and Council commentary, the following action was taken:

Upon 6-0 Roll Call Vote, the City Council **adopted Resolution 2025-0052,** as amended, setting forth the City Council's budget priorities pursuant to Section 07.14.030 of the Spokane Municipal Code.

Ayes: Bingle, Cathcart, Dillon, Klitzke, Wilkerson, and Zappone
Nos: None
Abstain: None
Absent: None

Resolution 2025-0051 (As amended during the July 14, 2025, 3:30 p.m. Agenda Review Session) (Deferred from the July 21, 2025, Agenda, during the July 21, 2025, 3:30 p.m. Agenda Review Session) (Council Sponsors: Council President Wilkerson and Council Member and Dillon)
After an opportunity for public and Council commentary, with none provided, the following action was taken:

Upon 6-0 Roll Call Vote, the City Council **adopted Resolution 2025-0051,** as amended, relating to procurement of services and goods by the city to develop an inclusive, data-driven, and transparent process to improve participation by qualified small, minority, women, veteran owned businesses.

Ayes: Bingle, Cathcart, Dillon, Klitzke, Wilkerson, and Zappone
Nos: None
Abstain: None
Absent: None

Resolution 2025-0058 (As added during the July 21, 2025, 3:30 p.m. Agenda Review Session) (Council Sponsors: Council Member Bingle and Cathcart)
After public and Council commentary, the following action was taken:

Upon 6-0 Roll Call Vote, the City Council **adopted Resolution 2025-0058** requesting the Mayor and Park Board establish a pilot program for reforestation of the downtown Spokane area.

Ayes: Bingle, Cathcart, Dillon, Klitzke, Wilkerson, and Zappone
Nos: None
Abstain: None

Absent: None

FINAL READING ORDINANCES

Final Reading Ordinance C36551 (First Reading held July 22, 2024) (Council Sponsors: Council Members Zappone and Klitzke)

After an opportunity for public and Council commentary, with none provided, the following action was taken:

> **Upon 6-0 Roll Call Vote,** the City Council **passed Final Reading Ordinance C36551** amending Ordinance C22045 that vacated "C" Street from the north line of Sixteenth Avenue to the south line of Fourteenth Avenue and Fifteenth Avenue from the east line of "C" Street to a line drawn parallel to and 330 feet east of the east line of "C" Street, in the City and County of Spokane, Washington, and providing for the effective date of this ordinance.
>
> **Ayes:** Bingle, Cathcart, Dillon, Klitzke, Wilkerson, and Zappone
> **Nos:** None
> **Abstain:** None
> **Absent:** None

Final Reading Ordinance C36726 (Council Sponsors: Council President Wilkerson and Council Member Zappone)

After public and Council commentary, the following action was taken:

> **Upon 6-0 Roll Call Vote,** the City Council **passed Final Reading Ordinance C36726** repealing duplicate code sections in Spokane Municipal Code Chapter 12.02; repealing Sections 12.02.1004 and 12.02.1008 of the Spokane Municipal Code.
>
> **Ayes:** Bingle, Cathcart, Dillon, Klitzke, Wilkerson, and Zappone
> **Nos:** None
> **Abstain:** None
> **Absent:** None

For Council action on Final Reading Ordinance C36720, see section of minutes under Hearings.

Final Reading Ordinance C36721 (Deferred from the July 21, 2025, Agenda, due to an amendment being adopted during the July 14, 2025, 3:30 p.m. Agenda Review Session) (Council Sponsors: Council President Wilkerson and Council Member Dillon)

After an opportunity for public and Council commentary, the following action was taken:

Upon 6-0 Roll Call Vote, the City Council **passed Final Reading Ordinance C36721,** as amended, relating to alcohol advertising regulations established by the Washington State Liquor Control Board, and adopting a new Chapter 10.63 to the Spokane Municipal Code.

Ayes: Bingle, Cathcart, Dillon, Klitzke, Wilkerson, and Zappone
Nos: None
Abstain: None
Absent: None

Final Reading Ordinance C36643 (As amended during the 3:30 p.m. Agenda Review Session) (Deferred from the July 21, 2025, Agenda, during the July 21, 2025, 3:30 p.m. Agenda Review Session) (First Reading held April 14, 2025) (Council Sponsors: Council President Wilkerson and Council Member Bingle)
After an opportunity for public and Council commentary, with none provided, the following action was taken:

Upon 6-0 Roll Call Vote, the City Council **passed Final Reading Ordinance C36643,** as amended, vacating Grace Avenue west of Northwest Blvd., as requested by Excelsior Wellness.

Ayes: Bingle, Cathcart, Dillon, Klitzke, Wilkerson, and Zappone
Nos: None
Abstain: None
Absent: None

Final Reading Ordinance C36716 (Automatically deferred from the July 21, 2025, Agenda, due to an amendment being adopted during the July 21, 2025, 3:30 p.m. Agenda Review Session) (Council Sponsors: Council President Wilkerson and Council Member Bingle)
After an opportunity for public and Council commentary, with none provided, the following action was taken:

Upon 6-0 Roll Call Vote, the City Council **passed Final Reading Ordinance C36716,** as amended, expanding the duties of the Spokane Human Rights Commission to include automatic review of proposed changes to Title 18 of the Spokane Municipal Code and related provisions.

Ayes: Bingle, Cathcart, Dillon, Klitzke, Wilkerson, and Zappone
Nos: None
Abstain: None
Absent: None

Final Reading Ordinance C36722 (Automatically deferred from the July 21, 2025, Agenda, due to an amendment being adopted during the July 21, 2025, 3:30 p.m.

Agenda Review Session) (Council Sponsors: Council President Wilkerson and Council Member Dillon)
After an opportunity for public and Council commentary, the following action was taken:

> **Upon 6-0 Roll Call Vote,** the City Council **passed Final Reading Ordinance C36722,** as amended, relating to Imprest Funds; amending Sections 07.03.020, 07.03.040; Repealing Sections 07.03.050, 07.03.060, 07.03.070, 07.03.075, 07.03.090, 07.03.095, 07.03.100, 07.03.110, 07.03.112, 07.03.120, 07.03.121, 07.03.122, 07.03.123, 07.03.150, 07.03.151, 07.03.152, 07.03.153, 07.03.154, 07.03.155, 07.03.162, 07.03.170, 07.03.171, 07.03.190, 07.03.200, and 07.03.230 of the Spokane Municipal Code.
>
> **Ayes:** Bingle, Cathcart, Dillon, Klitzke, Wilkerson, and Zappone
> **Nos:** None
> **Abstain:** None
> **Absent:** None

There were no **First Reading Ordinances.**

SPECIAL CONSIDERATIONS

Council Letter to the Spokane County requesting City participation in the selection of Executive Director of Spokane County Regional Animal Protection Service (SCRAPS) (CPR 2025-0035) (as added during the July 21, 2025, 3:30 p.m. Agenda Review Session) (Council Sponsors: Council Members Cathcart and Bingle)
After an opportunity for public testimony, with none provided, and Council commentary, the following action was taken:

> **Upon 6-0 Voice Vote**, the City Council **approved** the City Council Letter to the Spokane County requesting City participation in the selection of Executive Director of Spokane County Regional Animal Protection Service (SCRAPS).
>
> **Ayes:** Bingle, Cathcart, Dillon, Klitzke, Wilkerson, and Zappone
> **Nays:** None
> **Abstain:** None
> **Absent:** None

HEARINGS

Hearing on Final Reading Ordinance C36720 (As amended during the July 21, 2025, 3:30 p.m. Agenda Review Session) (Deferred from the July 21, 2025, Agenda, during

the July 14, 2025, 3:30 p.m. Agenda Review Session) (Council Sponsors: Council Members Klitzke and Dillon)
The City Council held a hearing on Final Reading Ordinance C36720. There was an opportunity for staff reports, with none provided. After public testimony and some Council commentary, the following action was taken:

> **Motion** by Council Member Dillon, seconded by Council Member Klitzke, **to close** the hearing; **carried 6-0.**

After additional Council commentary, the following action was taken:

> **Upon 6-0 Roll Call Vote,** the City Council **passed Final Reading Ordinance C36720,** as amended, updating the City of Spokane's Complete Streets Program; amending Sections 04.40.080, 17H.020.010, 17H.020.030, 17H.020.040, and 17H.020.060; adopting new Sections 17H.020.015, 17H.020.055, 17H.020.070, and 17H.020.080; and repealing Sections 17H.020.020 of the Spokane Municipal Code.
>
> **Ayes:** Bingle, Cathcart, Dillon, Klitzke, Wilkerson, and Zappone
> **Nays:** None
> **Abstain:** None
> **Absent:** None

[The Deputy City Clerk left the meeting at 7:37 p.m. (pursuant to Council Rule 2.2.A). Open Forum speaker information and motion of adjournment and adjournment time were provided by Council Director Giacobbe Byrd for the minutes.]

OPEN FORUM

The following individual(s) spoke during the Open Forum:

- Jenny Hansen
- Sunshine Wigen
- Will Hulings
- Derek Azzaro
- Diane Sutton
- Eugene Knowles
- Kody Zalewski
- Sandy Nichols

ADJOURNMENT

Motion by Council Member Bingle, seconded by Council Member Dillon, **to adjourn**; **carried 6-0.**

There being no further business to come before the City Council, the meeting adjourned at 7:37 p.m.

Minutes prepared by City Clerk Terri Pfister and submitted for publication in the August 20, 2025, issue of the *Official Gazette*.

Approved by Spokane City Council on August 25, 2025.

_____
Betsy Wilkerson
City Council President

Attest:

_____
Terri Pfister
City Clerk

STANDING COMMITTEE MINUTES
City of Spokane
Public Infrastructure, Environment & Sustainability Committee
City Council Chambers
August 18, 2025

Call to Order: 12:02 PM

Recording of the meeting may be viewed here: https://vimeo.com/1111085454

Attendance

Committee Members Present: Betsy Wilkerson, Michael Cathcart, Jonathan Bingle, Zack Zappone, Kitty Klitzke, Shelbey Lambdin
Absent: Paul Dillon

Discussion Items

1. PUBLIC WORKS MONTHLY DIRECTOR'S REPORT FOR AUGUST 2025 - MARLENE FEIST (5 minutes) →**No action taken, Presentation Only**

2. PUBLIC RULE CROSS CONNECTION CONTROL PROGRAM - MARLENE FEIST (5 minutes) →**No action taken, Presentation Only**

3. PROPOSED TRAFFIC CALMING PROJECT SELECTION PROCESS FOR 2027 CONSTRUCTION SEASON (CYCLE 14) - JON SNYDER (15 minutes) →**No action taken, Presentation Only**

4. JOINT RESOLUTION APPROVING THE APPOINTMENT OF THE EXECUTIVE DIRECTOR OF SPOKANE AIRPORT - CHRIS WRIGHT (5 minutes) →**No action taken, Presentation Only**

5. RFP 6390-25 BACKFLOW TRACKING SYSTEM - RAYLENE GENNETT (5 minutes) →**No action taken, Presentation Only**

6. PW ITB 6414-25 ON CALL DIVE SERVICES FOR UPRIVER DAM - RAYLENE GENNETT (5 minutes) →**No action taken, Presentation Only**

7. EXTENSION OF INTERIM ZONING ORDINANCE FOR HEIGHT LIMITS - SPENCER GARDNER (5 minutes) →**No action taken, Presentation Only**

8. MARATHON PIPELINE COMPANY FRANCHISE AGREEMENT - TIMOTHY SZAMBELAN (5 minutes) →**No action taken, Presentation Only**

9. RESOLUTION APPROVING USE OF SAFE STREETS FUND FOR NEIGHBORHOOD SIGNS - JACKSON DEESE (5 minutes) →**No action taken, Presentation Only**

10. BOARD AND COMMISSION UPDATES - (10 minutes) →**No action taken, Presentation Only**

Consent Items

1. PROPERTY PURCHASE FOR THE WELLESLEY AVENUE - FREYA ST AND HAVANA ST PROJECT 2018076 (ENGINEERING SERVICES)

2. VALUE BLANKET FOR THE PURCHASE OF CRANE BRAKE PARTS (SOLID WASTE DISPOSAL)

3. CONTRACT FOR ENGINEERING AND DESIGN OF A REPLACEMENT BOTTOM ASH PAN (SOLID WASTE DISPOSAL)

4. CONTRACT FOR THE TRANSPORTATION OF LANDFILL TOPSOIL (SOLID WASTE DISPOSAL)

5. VALUE BLANKET ORDER WITH LIGHTING N BEYOND (NEIGHBORHOOD SERVICES)

6. MASTER VALUE BLANKET FOR THE PURCHASE OF WELDING SUPPLIES (SOLID WASTE DISPOSAL)

7. VALUE BLANKET FOR THE AS-NEEDED PURCHASE OF BOILER TUBES (SOLID WASTE DISPOSAL)

8. TRAFFIC CONTROL PLANNING AND DESIGN ON-CALL SERVICES CONTRACT 2025-2027 NON-FEDERAL AID (ENGINEERING SERVICES)

Executive Session

None.

Adjournment

The meeting adjourned at 1:14 PM

Minutes prepared and submitted for publication in the August 27, 2025, issue of the Official Gazette.

Sarah Sirott
Assistant to Council Member Kitty Klitzke

Approved by City Council on August 25, 2025.

_____
Betsy Wilkerson
City Council President

Attest:

_____
Terri L. Pfister
City Clerk

Agenda Sheet for City Council:

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

Committee Agenda type: Consent

Council Meeting Date: 08/18/2025

Date Rec'd	7/16/2025		
Clerk's File #	OPR 2025-0543		
Cross Ref #			
Project #			
Submitting Dept	WATER & HYDROELECTRIC SERVICES	**Bid #**	RFP #6344-25
Contact Name/Phone	RAYLENE 509-625-7821	**Requisition #**	CR027722
Contact E-Mail	RGENNETT@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	BWILKERSON JBINGLE KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	4100 RFP 6344-25 SCADA UPGRADE		

Agenda Wording

Service contract for Upriver Dam Engineering and Implementation of Supervisory Control and Data Acquisition Upgrade with Hungry Horse Engineering Inc. (Liberty Lake, WA) for $635,200.00 Plus Tax

Summary (Background)

This professional services contract is for engineering and implementation services for the Supervisory Control and Data Acquisition (SCADA) Upgrade at Upriver Dam, in accordance with RFP 6344-25. This SCADA system provides operational monitoring and control of the entire municipal water system, the hydroelectric generation at Upriver dam, and ensures safe management of the flow of the Spokane River

What impacts would the proposal have on historically excluded communities?

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

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

This work is for the Upriver municipal water system and hydroelectric generation, and is not a public-facing program.

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

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

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

This work is part of the Capital Improvement Program and is necessary to improve aging data management infrastructure, improve water system operation, and ensure safe dam operations.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 635,200.00
Current Year Cost	$ 635,200.00
Subsequent Year(s) Cost	$

Narrative

This project was a publicly announced RFQ's using City of Spokane Purchasing policies and procedures. All possible attempts were made for competitive and responsive candidates.

Amount		Budget Account
Revenue	$ 635,200.00	# 4100 42490 94340 56501 11019
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Program Revenue

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

Water Dept CIP, 4100-42490-94340-56501-11019

Expense Occurrence	One-Time

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

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

Distribution List

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jdclark@spokanecity.org	

Committee Briefing Paper
Public Infrastructure, Environment & Sustainability Committee

Committee Date	7-21-25
Submitting Department	Water and Hydroelectric Services
Contact Name	Raylene Gennett
Contact Email & Phone	rgennett@spokanecity.org 509-625-7821 or 509-638-9983
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested:
Agenda Item Name	**4100 OPR 2025-134 SCADA Upgrade**
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	**This professional services contract is for engineering and implementation services for the Supervisory Control and Data Acquisition (SCADA) Upgrade at Upriver Dam, in accordance with RFP 6344-25. This SCADA system provides operational monitoring and control of the entire municipal water system, the hydroelectric generation at Upriver dam, and ensures safe management of the flow of the Spokane River.**

Fiscal Impact

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

Total Cost: $635,200.00 Plus Tax

Current year cost: $635,200.00 Plus Tax

Subsequent year(s) cost: N/A

Narrative: **This project was a publicly announced RFQ's using City of Spokane Purchasing policies and procedures. All possible attempts were made for competitive and responsive candidates**.

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

Specify funding source: Program revenue

Is this funding source sustainable for future years, months, etc? **Water Dept CIP, 4100-42490-94340-56501-11019**

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

Other budget impacts: (revenue generating, match requirements, etc.) Increase to hydroelectric power generation.

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

- What impacts would the proposal have on historically excluded communities?
  Public works projects and services aim to improve infrastructure that serves all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans.

- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?
  This work is for the Upriver municipal water system and hydroelectric generation, and is not a public-facing program.

- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?
  Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?
  This work is part of the Capital Improvement Program and is necessary to improve aging data management infrastructure, improve water system operation, and ensure safe dam operations.

Council Subcommittee Review

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

City of Spokane

PERSONAL SERVICES AGREEMENT

Title: SCADA UPGRADE AT THE UPRIVER DAM

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **HUNGRY HORSE ENGINEERING, INC., dba H2E**, whose address is 23305 East Know Avenue, Building A, Liberty Lake, Washington 99019, as (Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. PERFORMANCE.
The Company shall provide Engineering Services for the Supervisory Control and Data Acquisition (SCADA) Upgrade at the Upriver Dam, in accordance with RFP 6344-25, which is attached as Exhibit B, and Company's Response, which is attached as Exhibit C. In the event of a conflict between these documents and this City Contract, the terms of this contract will control.

2. TERM OF AGREEMENT.
The term of this Agreement begins on July 28, 2025, and shall run through December 31, 2027, unless amended by written agreement or terminated earlier under the provisions.

3. COMPENSATION / PAYMENT.
Total compensation for Company's services under this Agreement shall not exceed **SIX HUNDRED THIRTY-FIVE THOUSAND TWO HUNDRED AND NO/100 DOLLARS ($635,200.00),** plus applicable tax, for everything furnished and done under this Agreement.

The Company shall submit its applications for payment to City of Spokane, City of Spokane Water Department, Administrative Office, 914 E. North Foothills Drive, Spokane, Washington 99207. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

4. TAXES, FEES AND LICENSES.

A. Company shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Company's sole responsibility to monitor and determine changes or

the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

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

5. CITY OF SPOKANE BUSINESS LICENSE.

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

6. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

7. INDEMNIFICATION.

The Company shall indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Company's negligent acts, willful misconduct, or errors and omissions under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Company to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Company's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Company, its agents or employees. The Company specifically assumes liability and agrees to, indemnify, and hold the City harmless for actions brought by the Company's own employees against the City and, solely for the purpose of this indemnification and defense, the Company specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Company recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

8. INSURANCE.

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

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

(Include verbiage if no Worker's Comp: **The Instructor states they are a sole proprietor or partnership with no employees and; therefore, are not required to have proof of Workers' Compensation Coverage. Contractor will provide proof of Workers' Compensation coverage if their status changes.)**

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

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

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

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

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

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

12. ASSIGNMENT AND SUBCONTRACTING.
The Company shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Company shall incorporate by reference this Agreement, except as

otherwise provided. The Company shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Company from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

13. TERMINATION.
Either party may terminate this Agreement, with or without cause, by sixty (60) days written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date.

14. STANDARD OF PERFORMANCE.
The standard of performance applicable to Company's services will be the degree of skill and diligence normally employed by professional Companies performing the same or similar services at the time the services under this Agreement are performed.

15. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.
Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the Company shall be safeguarded by the Company. The Company shall make such data, documents and files available to the City upon the City's request. If the City's use of the Company's records or data is not related to this project, it shall be without liability or legal exposure to the Company.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are ***public records*** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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

17. MISCELLANEOUS PROVISIONS.
A. **Amendments/Modifications**: This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.
B. The Company, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Company shall comply with the requirements of this Section.
C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
D. **Captions**: The titles of sections or subsections are for convenience only and do not define or limit the contents.
E. **Severability**: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and

each term and provision shall be valid and enforceable to the fullest extent permitted by law.

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

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

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

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

HUNGRY HORSE ENGINEERING, INC. dba H2E	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments that are part of this Agreement:
Exhibit A – Certificate Regarding debarment
Exhibit B – RFP 6344-25
Exhibit C – Company's Response to RFP 6344-25

EXHIBIT A
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
   b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
   c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
   d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:
   Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions
   1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
   2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

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

EXHIBIT B

CITY OF SPOKANE – PURCHASING
& CONTRACTS
915 N. Nelson St.
Spokane, Washington 99202
(509) 625-6400

REQUEST FOR PROPOSALS

RFP NUMBER: 6344-25 **RFP TITLE: SCADA Upgrade** **RFP COORDINATOR: Tanya Lester, City of Spokane Purchasing Department tlester@spokanecity.org 509.625.6576** **MANDATORY PRE-SUBMITTAL MEETING: March 10th, 2025 Time: 10:00 AM** **QUESTION DEADLINE: March 14, 2025 TIME: 4:30 PM**	**PROPOSAL DUE DATE: MONDAY, March 31, 2025 TIME: 1:00 PM** **PROPOSAL SUBMITTAL:** **All Proposals shall be submitted electronically through the ProcureWare online procurement system portal: https://spokane.procureware.com by the due date and time.**

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1. GENERAL INFORMATION

1.1 COMMUNICATION

All communication between the Proposer and the City shall be with the Request for Proposals Coordinator and submitted through the 'Clarifications' tab in the City of Spokane's online procurement system portal: https://spokane.procureware.com. Any communication directed to other parties is prohibited.

1.2 BACKGROUND AND PURPOSE

The City of Spokane is initiating an upgrade to a large portion of the existing SCADA system's software for the Water and Hydroelectric Department's operations at the Upriver Facility. The SCADA functions include equipment/machinery control, data acquisition, data historization, asset management, alarming, and site security. The SCADA system uses wired ethernet/fiber, wireless ethernet (IP radios), and serial (RS485 on radios) connections. There are two distinct sides to the SCADA system: Water production/distribution, and the Hydroelectric Project.

- The Water production and distribution system consists of eight Well Stations, twenty-eight Booster Stations, and thirty-eight Tanks all remotely controlled from a central control room. Operational control of these sites is by Allen Bradley PLCs and 900 Mhz and broadband radios (IP and serial in a distributed control configuration), and consists of pump control, data from sensors and alarms, building environmental, and site security.

- The Hydroelectric Project consists of two Powerhouses, five generators, a spillway with 8 gates, and other related appurtenances. Operational control of these sites is by wired ethernet (copper and fiber) and consists of generator and governor control, gate operation, data from sensors and alarms, building environmental, and site security.

1.3 MINIMUM QUALIFICATIONS

The Firm must be licensed to do business in the State of Washington and shall acquire a City of Spokane Business License.

The Integrator shall be a Allen Bradley/Rockwell Silver level System Integrator and a PlantPAx badged integrator or be in the process of attaining a badge. Proposal shall include documentation to support Integrators' certifications or process milestones with Allen Bradley/Rockwell.

As part of their submittal, Integrator shall acknowledge and allow the City of Spokane to contact the owners of previous SCADA installations who are listed as references.

The Integrator **under the advisement of Rockwell Automation** shall provide the City with Design Specifications and specific phases. The Integrator shall consult with the Rockwell Automation in developing the points below;

- Phase 1 - Characterization Verification
- Phase 2 - Preliminary Software/Hardware Design
- Phase 3 - Design Verification

- Phase 4 - Project Verification

At the conclusion of the project Rockwell Automation will ensure their minimum requirements are met.

1.4 CONTRACT PERIOD

Any contract resulting from this RFP will begin upon signing until December 31, 2026.

1.5 ADDENDA

It is the responsibility of Proposers to check the City of Spokane's online procurement system https://spokane.procureware.com for Addenda or other additional information that may be posted regarding this Request for Proposals.

1.6 TERMS AND CONDITIONS

Terms and Conditions applicable to this RFP are included herein by reference and attached to this RFP as Attachment 1.

1.7 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Deadline for Questions	March 14, 2024
Proposals Due	March 31, 2025
Evaluation, Negotiation and Contract Award	April 10, 2025
Begin Contract Work	May 30, 2025

The City reserves the right to revise the above schedule.

1.8 DEFINITIONS

Definitions for the purposes of this RFP include:

AB - Allen Bradley

AHV - Acropolis HyperVisor

AIR Gap – Fully disconnected from other networks and without the ability to remote-in for licensing, monitoring, troubleshooting or configuring or any other connection.

ANSI - American National Standards Institute

AOS - Acropolis Operating System **City** – The City of Spokane, a Washington State municipal corporation, the agency issuing this RFP.

COS - City of Spokane

FAT - Final Acceptance Testing

FDS - Functional Design Specification

Firm or Consultant – Individual or company whose Proposal has been accepted by the City and is awarded a fully executed, written contract.

FW - Fire Wall

Historian – database that accumulates time stamped data and events and can be queried and used to populate graphic trends and reports.

HMI - Human Machine Interface

IEC - International Electrotechnical Commission

Integrator - a company that puts together and programs computer hardware and software to form a system.

ISA - International Society of Automation

PLC - Programmable Logic Controller

Proposal – A formal offer submitted in response to this solicitation**.**

Proposer - Individual or Firm submitting a Proposal in order to attain a contract with the City.

SAT - Site Acceptance Testing

SCADA = Supervisory Control and Data Acquisition

SI - System integrator

SFFI – Washington State Department of Commerce Securing Federal Funding Initiative.

Request for Proposals (RFP) – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit the consultant community to suggest various approaches to meet the City's needs at a given price

2. SCOPE OF SERVICES

2.1 DESCRIPTION

- The selected System Integrator will be tasked with replacing an existing air-gapped Wonderware HMI system, software, servers, thin-clients, and specific PLCs with a new Allen Bradley/Rockwell PlantPAx system. These specifications describe the expectations of the new system.
- All new SCADA system PLCs, servers, thin clients, and software will be supplied by the COS.

2.2 GENERAL REQUIREMENTS

1. Software Standards, based upon with some exceptions as determined during installation;
    a. HMI standards
        i. Allen Bradley PlantPAx Standards as specified
        ii. ANSI/ISA-101.01-2015 Human Machine Interfaces for Process Automation Systems
        iii. ISA-95 Enterprise Control System Integration
    b. Network/communication security standards.
        i. IEC-62443 Security for Industrial Automation and Control Systems
    c. Alarm/notification standards.
        i. ANSI/ISA-18.2-2016, Management of Alarm Systems for the Process Industries
    d. ISA-95 Enterprise Control System Integration
2. Software provided by COS;
    a. Windows 2019 domain functionality.
        i. Integrator shall use Windows Active Directory and group policies for permissions, management, and configurations for users, thin clients, and software.
    b. Acropolis Hypervisor (AHV)
    c. Thinmanager
    d. Allen Bradley SCADA software
        i. FactoryTalk View SE medium bundle
        ii. FactoryTalk View SE redundant server
        iii. Historian SE 10k tags
        iv. FactoryTalk Asset Center standard
        v. FactoryTalk View Studio Enterprise
        vi. Studio 5000 full edition
    e. Compatible CSV and doc software like Microsoft excel and word
3. PLC Hardware provided by COS;
    a. New “System Master” PLCs will be provided by the City:
        i. Three (3) ControlLogix controllers
            1. ControlLogix 1756-L83EP
            2. AB 1756-EN4TR communication modules
        ii. New controllers will operate as “System Masters”;
            1. One (1) will replace existing System Master for Water side
                a. Functionality will mimic existing System Master for data management and add radio preference, enhanced data management and scan cycles.

b. Program shall provide for enhanced cyber-security/CIP
c. Program shall provide for increased data throughput, reduced scan cycles, enhanced data points

2. One (1) will be installed on the Hydroelectric side
    a. Functionality to provide data management between PlantPAx and existing AB based PLC programming
    b. Existing PLCs have proprietary programming that cannot be modified
    c. This is the demarcation of PlantPAx and existing programming.
3. One (1) additional ControlLogix 1756-L83EP will be programmed as a spare for either Master position

b. New "Zone Master" PLCs will be provided by the City:
    i. Nine (9) CompactLogix controller and cards listed below
        1. CompactLogix 5069-L320ERP
        2. AB 5069-SERIAL cards
        3. 5069-OB16 discrete output cards
        4. 5069-IF8 analog input cards
        5. 5069-IB16 discrete input cards
    ii. Each new controller will operate as a "Zone Master";
        1. Eight (8) will replace existing Zone Masters for the Water side
            a. Functionality will mimic existing Zone Masters for zone control and add ability for radio preference, enhanced data management and scan cycles.
            b. These PLCs are the demarcation between PlantPAx and existing programming
            c. These PLCs must retain ability to provide local zone management for relevant tank & booster combinations
            d. Program shall provide for enhanced cyber-security/CIP
            e. Program shall provide for increased data throughput, reduced scan cycles, enhanced data points
        2. One (1) additional controller will be programmed as a spare

c. Integrator shall review existing PLC programming to develop baseline functionality for new programming.
    i. New programming shall include improvements to;
        1. Cyber-security/CIP protection/data encryption
        2. Automatic failover and system data collection
        3. Command/response priority levels
        4. Increased scan rate, multi-scan options
        5. Increased system data transmission
    ii. Integrator shall be responsible for developing new programming, downloading into PLCs, performing bench tests, and preparation for deployment.
    iii. New programming for these PLCs will be unlocked and fully available for City Staff.

iv. City Staff will install the PLCs for field testing and evaluation in parallel operation with current system
v. Integrator shall conduct final onsite testing and prepare reports.
vi. No other PLC hardware is part of this project.
1. If Integrator finds that a component of existing system is functionally incompatible with the upgrade, the Integrator shall make recommendations for replacement.

d. Managed Switches
i. Up to Nine (9) AB 1783-LM55, STRATIX 2500 Sport lightly managed switches

e. Thin Client Hardware
i. 8 AB 6300T thin client
ii. 3 AB ASEM box PC

f. Servers provided by COS;
i. Three separate 3 node Nutanix Clusters 1365N G8

g. Configuration and installation of City provided software needed for the PDU's and smart UPS's
i. SUA50000RMT5U

4. Configuration of operational backup site equipment utilizing Nutanix servers, thin clients and AHV software
a. Nutanix AOS 6.10 LTS and AHV-20230302.102001
5. The Integrator shall be responsible for the design, implementation, and testing of the software to the point of independent operation by City staff. SCADA software will not be live until fully tested by City Staff. The Integrator shall provide support for:
a. Creating necessary Windows AD group policies, users, and organizational groups.
b. Installation Rockwell PlantPAx software on all needed server VMs ensuring connectivity, licensing, and functionality.
c. Thin client endpoint configuration using Thinmanager software.
d. Configuration of remote desktop servers, users, services, and applications.
e. Installation, setup, and configuration of network/communication/security using our City provided equipment which uses Nutanix AHV, Cisco, and Allen Bradley Stratix switching.
6. The Integrator shall retain the current ability to function solely in an "Air Gapped" or "Dark Site" environment. The new SCADA system shall not require an outside connection for design, development, operation, maintenance (including updates), or repair either during or after the implementation.
a. Integrator shall acknowledge that the availability of the Integrator to be onsite for downtime or repairs is a critical infrastructure concern for the City of Spokane and will be reviewed.
7. The Integrator shall include a testing environment or "sandbox" to design new screens/features in and the ability to test them before publishing them into the live system.
8. System design shall be based primarily on standardized PlantPAx templates whenever possible. Custom templates (or face plates) are permitted only when standard templates are unavailable. Custom templates shall allow the ability to make changes to the template, which will then be able to propagate throughout all instances where that template is used.
9. The integrator shall provide for the ability to add or remove permissions for individual staff members. City managers and instrument techs shall have full access to specify permissions for all

users.

10. The Integrator shall review the existing Wonderware SCADA system and develop a strategy for migrating data, tags, HMI layout/visualizations, communication protocols, and data transfer limitations, into the new SCADA system control.
11. The Integrator shall develop a new SCADA system control integrating data, tags, HMI layout/visualizations, communication protocols, and PLC data transfer, from the existing Wonderware SCADA system, Appendices, and incorporating input from City Staff. The Integrator shall;
    a. Review pre-bid system details for additional specifications.
    b. Review Appendices and incorporate into new SCADA system.
    c. Acknowledge that the new SCADA system control shall meet the following design specifications:
        i. The existing SCADA system and the Appendices shall be the basis for HMI visualizations, operator interface, and the basic "look and feel" of the screens; system functionality, programming, data management, and control of equipment
        ii. SCADA system implementation shall provide for successful data and tag conversion from existing Wonderware system. Data conversion shall include the last ten (10) years of City defined historical SCADA data, tags, etc.
        iii. New system must be configured and have the ability to display, save and print custom trend charts with multiple variables.
    d. Integrator shall work with City Staff to implement new HMI functionality and visualizations.
        i. The integrator shall be allowed to do most of the work off site before delivering a mostly configured system. Functional reviews will take place periodically as stated in the implementation plan, and at key milestones in the project such as agreed upon with the Vendor and the City of Spokane. When the system is ready for deployment the Integrator shall be onsite a minimum of three days (24hrs) per week to review progress and incorporate any changes necessary in programming.

2.3 REPORTING

1. The new system shall have a means of recalling data by date and time from the historian and be able to produce reports and queries on printable pages and by electronic media using Excell or CSV format.
    a. The integrator shall provide a minimum of three reports and queries:
        i. Hard copy/paper version of the "Water Quality Report"
        ii. Hard copy/paper version of the "Quarterly Sampling Report"
        iii. CSV version of the "All Daily Flows" query
2. The software will have audit trails/tables in order to produce logs and reports for tracking user activities. Such activities as user authentication/log ins and data access including read only, inserts, updates and deletes.

2.4 TRAINING

1. Integrator shall provide training for system updates, maintenance, operations, repairs, and fail-over/disaster recovery of equipment and SCADA system for City Staff including documentation of best practices, procedures, and system configuration.
2. Training provided for Operations, Maintenance, Administration/Support shall meet the following requirements;
    a. Tailored to City of Spokane Upriver's specific installation.
    b. Minimum of 40 hours of total on-site training
    c. Video presentation(s) of System overview, functionality and interaction, historian/trending, shortcuts/hotkeys, etc. to be used for new employee training.
3. Integrator shall provide for training of City staff to include end-user (operators), intermediate (managers), and technical level training (IT/OT techs) sufficient for the City to operate independently of the Software Provider/integrator and must be included in the response. The cost of the training shall be clearly stated in the RFP response.
4. Integrators shall provide sufficient resources to complete training for all installed software modules, including technical training for City's management and city staff.
5. Training must include a conceptual overview of all software modules and how they interact and interface with each other. Process documentation will be available offline in hardcopy binders as well as help files.
6. The ability to copy the production software solution for training and/or to a testing environment shall be supported.

2.5 COMMISSIONING

1) Existing Wonderware system and the new Rockwell product will both be live during the deployment phase until the new PlanPAx is proven.
2) Implementation and Test plans needs to be provided by the vendor to assure all signoffs by IT and Upriver Staff.
3) Commissioning will be conducted and will include Communications Infrastructure Test of Ethernet network communication and fail-over testing and Site Acceptance Test of the HMI.
    a) This can be tied into the SAT plan
    b) Agile testing as sections are completed.
    c) User Acceptance testing
    d) SI will develop a (FDS) document. This will detail what the system is actually doing from a functional standpoint and can be used to develop programming and HMI applications.
    e) Final acceptance test.

2.6 SUPPORT

1. Go Live
    a. Describe the duration of implementation post go-live support, as well as how the

support will be provided, and the escalation process for issues that are not resolved during the initial call. Also, provide information on how the support will transition from Go-live support to ongoing.

b. Expectation is that support staff will be onsite at Go-Live.

2. Ongoing
    a. Support personnel should be certified in Allen Bradley/Rockwell PlantPAx and must be trained in the support of the COS installation.
    b. Integrator shall acknowledge that all support work must be performed onsite as the system is "air-gapped" and has no external connections.
    c. Provide a full description of the standard maintenance and support agreement and annual costs for these services, cost for services outside of the standard maintenance/support, and if applicable all incremental percentage increases.
        i. The COS expects that annual support will include all updates, enhancements, bug fixes, user support, and training to the proposed solution.
        ii. Include the change management and software development lifecycle methodology that will be used regarding periodic updates.
    d. Describe your ongoing support, including whether you provide a service call desk, procedures for handling different types of calls, ability to prioritize critical calls, and ability to respond to calls within a reasonable time period.
        i. Include account and support management methodology such as dedicated resources included in cost or available at extra cost, onsite vs. remote meetings, regularly scheduled meetings vs. as needed, etc.
        ii. Describe your escalation process for issues that are not resolved during initial call.
        iii. The City of Spokane prefers a response from the service desk to non-emergency calls within four (4) hours and a response to critical calls (delay in work or loss of data due to system failure) within 1 hour. Provide validation of this capacity.
        iv. When describing live support, the proposals must specify all conditions (include availability times and escalation processes) for its use by both end-user and technical staff.
    e. Describe how problems and/or bugs are reported, fixes developed, and status tracked for the proposed system.
    f. Describe your process for receiving, evaluating, and implementing requests for enhancements to the proposed system post implementation.
    g. Describe customer communications processes that announce service outages, bug fixes, updates, known issues, EOL dates, etc.
    h. Describe the upgrade policy including any potential costs for upgrades outside the standard maintenance and support agreement. The Software Provider must also specify if there are additional costs associated with not upgrading by a specific date and/or to a specific version.

2.7 DOCUMENTATION

1. Vendor shall provide the following documentation.
    a. Operations and Maintenance Manuals (O&M)
    b. Five (5) operating and troubleshooting guides (cheat sheets) in 3 ring binders, tabbed for quick reference
2. Integrator shall provide all technical documentation related to the SCADA system provided;
    a. Communication protocols used, including data points and addressing schemes
    b. Data Point descriptions for each point collected by the SCADA system
    c. Control logic diagrams to show visual representation of the logic implemented, including control algorithms
    d. User Interface Design: including layout, visual elements, navigation controls and user interaction
    e. Alarm management descriptions: how generated, displayed, escalated, and threshold levels
    f. Reporting and Analysis: explanation on how system generates reports and how to implement changes/new reports
    g. System Integration: detail how the system integrates with other systems and software
    h. Troubleshooting Guides: instructions for troubleshooting procedures and fault identification
3. Integrator shall treat system details as confidential and will be required to sign a confidential agreement.

3. PROPOSAL CONTENTS

3.1 PREPARATION OF PROPOSAL

Proposals shall be clear, concise, in order and titled as: Letter of Submittal, Technical Proposal, Management Proposal and Cost Proposal.

3.2 LETTER OF SUBMITTAL

The Letter of Submittal shall be signed and dated by a person authorized to legally bind the Firm to a contractual relationship. Include the following information about the Firm and any proposed sub-consultants:

A. Name, address, principal place of business, telephone number, and e-mail address of legal entity or individual with whom contract would be written.

B. Legal status of the Firm (sole proprietorship, partnership, corporation, etc.) and location of the facility from which the Firm would operate.

C. Identification of any current or former employees from the participating Agencies employed by or on the Firm's governing board as of the date of the Proposal or during the previous twelve (12) months.

D. Confirmation that Firm meets minimum qualifications as identified in Paragraph 1.3 "Minimum Qualifications".

E. Acknowledgement that the Firm will comply with all terms and conditions set forth in the Request for Proposals, unless otherwise agreed by the Agencies.

3.3 TECHNICAL PROPOSAL

Proposal content for this section shall include an understanding of the City's requirements with a comprehensive proposed approach, methodology and work plan.

A. Demonstrate a clear and concise understanding of the project requirements along with a proposed approach, methodology for management, and successful completion of the scope of services. The Firm may also present any creative approaches that may be appropriate and may provide any pertinent supporting documentation.

B. Provide a detailed description of the work plan with all proposed tasks, services, activities, and other items necessary to accomplish the scope of the project as described in the Scope of Services section. Include a project schedule with completion dates for elements of work and deliverables. If applicable, provide name and address of any sub-consultant and what services they may provide. Include the Firm's expectations about any City staff involvement in the tasks, services, and activities necessary to execute the work plan.

3.4 MANAGEMENT PROPOSAL

Proposal content for this section shall include experience, capabilities, qualifications, and application of resources to convey the ability to perform the scope of services.

A. Indicate the experience the Firm, staff and any sub-consultants have relevant to the scope of services. Provide name, title, brief description of duties, responsibilities, qualifications, and years of pertinent experience with Nutanix, Rockwell Plant Pax/Visualization and programming and deploying PLCs. Provide details describing project team, team assignments, allocation of resources, lines of authority, and responsibility. Identify person within the Firm that will have prime responsibility and authority for the work. Indicate availability for each staff member assigned to the project and include percentage of time each will be assigned to the project. Describe how Firm will respond proactively to issues and project scope changes. Resumes may be included limited to 2 pages per person. The Firm shall commit that staff identified in its Proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the City.

B. Include a list of contracts the Firm has had during the last three (3) years up to a maximum of ten (10) contracts that relate to the Firm's ability to perform the services needed under this RFP. Provide contract period, contact names, phone numbers and e-mail addresses. Identify three (3) specific references from this list and briefly describe the work accomplished. Do not include City staff as references. The Firm grants permission to the City to contact the list provided.

C. If the Firm has had a contract terminated for default in the last five (5) years, describe the incident. Termination for default is defined as notice to stop performance due to the Firm's non-performance or poor performance and if the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default. Provide other party's name, address, phone number and email address. If no such termination for default has been experienced by the Firm in the past five (5) years, so indicate.

3.5 COST PROPOSAL

The Cost Proposal shall identify all costs to be charged including any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Submit as a fully detailed budget with a total cost. Firms are required to collect and pay Washington state sales tax, if applicable. Do not include Washington state sales tax in Proposal.

4. PROPOSAL SUBMISSION AND EVALUATION

4.1 SUBMISSION OF PROPOSALS

Proposals shall be submitted with most favorable terms that can be proposed. There will be no best and final offer procedure. Proposals shall be submitted electronically through the City of Spokane's online procurement system portal: https://spokane.procureware.com before the due date and time. **Hard paper, e-mailed, or faxed copies will not be accepted. Late Proposals shall not be accepted.** Proposers must register if they have not done so previously and follow the steps below to enter and submit the electronic Proposal:

1. Click on "Bids" located on the left hand column.
2. Find the applicable project and click the "Project Number".
3. Click on the "Response" tab.
4. In the "Questions" tab, **answer questions and upload required documents** into the bid portal by clicking on "Browse" for each item. Note that only one document can be uploaded per question line item so combine if necessary.
5. Click on the "Pricing" tab and enter pricing as requested. A "Comment" field is available if needed. Skip "Pricing" Tab if it has no line items. Cost shall be included in Proposal document submitted.
6. Once the Questions have been entered, the yellow "Question Response" information message will change from incomplete to complete. Then the "Submit" button will become available.
7. Click the "Submit Bid" button and review the terms and conditions, pop-up window that appears. If you agree to the terms and conditions, click the "I Accept and Submit this Bid" button.
8. If you want to remove your Proposal, click the red "Withdraw Bid" button in the "Response" tab for the applicable Proposal.
9. In the "Questions" tab, **answer questions and upload required documents** into the bid portal by clicking on "Browse" for each item. Note that only one document can be uploaded per question line item so combine if necessary.
10. Click on the "Pricing" tab and enter pricing as requested. A "Comment" field is available if needed. Skip "Pricing" Tab if it has no line items. Cost shall be included in Proposal document submitted.
11. Once the Questions have been entered, the yellow "Question Response" information message will change from incomplete to complete. Then the "Submit" button will become available.
12. Click the "Submit Bid" button and review the terms and conditions, pop-up window that appears. If you agree to the terms and conditions, click the "I Accept and Submit this Bid" button.
13. If you want to remove your Proposal, click the red "Withdraw Bid" button in the "Response" tab for the applicable Proposal.

4.2 EVALUATION PROCEDURE

Responsive Proposals will be evaluated in accordance with the requirements stated in this solicitation and any addenda issued. The City, at its sole discretion, may elect to select the top-scoring Firms as finalists for an oral presentation and evaluation. The RFP Coordinator may contact the Firm for clarification of any portion of the Firm's Proposal.

4.3 EVALUATION SCORING

The Proposal will be evaluated as follows:

TECHNICAL PROPOSAL – A. Project Approach/Methodology/Understanding Work Plan/Schedule/Deliverables	10%	
I Work Plan/Schedule/Deliverables **Implementation Schedule**	15%	
Availability and duration of Post implementation support	10%	
MANAGEMENT PROPOSAL – Firm and Staff Experience/Capabilities/Qualifications	15%	
Rockwell Certification experience	15%	
References	15%	
COST PROPOSAL –	20%	
GRAND TOTAL FOR WRITTEN PROPOSAL	100%	

4.4 AWARD/REJECTION OF PROPOSAL/CONTRACT

This RFP does not obligate the City to award a contract. Any contract awarded as a result of this procurement is contingent upon the availability of funding.

The City reserves the option of awarding this contract in any manner most advantageous for the City and without further discussion of submitted Proposal. Failure to comply with any part of the RFP may result in rejection of Proposal as non-responsive. The City also reserves the right, at its sole discretion, to waive minor irregularities, reject any and all Proposals received without penalty, and to not issue a contract from this RFP. More than one contract may be awarded. Contract negotiations may incorporate some or all of the Proposal.

Award of contract, when and if made, will be to the proposer whose Proposal is the most favorable to the City including consideration the evaluation criteria. Interlocal agreements accessing other agency contracts where applicable may be considered as a Proposal. Contract is optional (non-exclusive) use.

5. RFP ATTACHMENTS

Attached to this RFP and incorporated herein by reference are the following background documents:

1. Attachment 1 – RFP Terms and Conditions

1. RFP #6344-25 SCADE Upgrade

EXHIBIT C

Bid Response Summary

Bid Number	RFP 6344-25
Bid Title	SCADA Upgrade
Due Date	Monday, March 31, 2025 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status	Closed to Bidding
Company	H2E Inc.
Submitted By	Josie Babington - Monday, March 31, 2025 12:19:58 PM [(UTC-08:00) Pacific Time (US & Canada)] licensing@h2einc.com 5096237223
Comments	

Question Responses

Group	Reference Number	Question	Response
PROPOSER ACKNOWLEDGMENTS:			
	1	Proposer Acknowledges receipt of Addenda by entering quantity of Addenda here (enter 0 if none have been issued):	0
	2	Proposer agrees and acknowledges that Request for Proposal document(s) and all related information has been read and understood.	AGREED AND ACKNOWLEDGED
	3	Proposer confirms meeting the minimum qualifications as identified in Paragraph 1.3 “Minimum Qualifications”.	AGREED AND ACKNOWLEDGED
	4	Proposer acknowledges and agrees with Paragraph 4.4 Award/Rejection of Proposal/Contract.	AGREED AND ACKNOWLEDGED
	5	Proposer agrees and acknowledges compliance with Terms and Conditions in Request for Proposal document(s). If answer is " AGREED WITH EXCEPTION IDENTIFIED", include requested exception in proposal submittal on separate page and title as “Exception to Terms and Conditions”. The City will consider and determine if exception will be accepted.	AGREED AND ACKNOWLEDGED
	6	Proposer agrees and acknowledges that proprietary information must be included in Proposal submittal on separate page(s) and clearly identified as “Proprietary”. See “Proprietary Information/Public Disclosure” Paragraph for public record requirements.	AGREED AND ACKNOWLEDGED
	7	Proposer has included Letter of Submittal with Proposal combined into one document per Section 4 "Proposal Content" instructions.	YES
	8	Provide the name, phone number and email address for point of contact person regarding this Proposal.	Troy Pefley (509) 998-4084 tpefley@h2einc.com

	9	Provide the name, phone number, and email address for the person in your Firm that would potentially sign a contract through the DocuSign process used by the City.	Neil Heckerman (509) 998-4081 nheckerman@h2einc.com
DOCUMENTS TO UPLOAD:			
	1	Upload Request for Proposal Response (your Firm's Proposal). Combine documents as needed. Only one document can be uploaded in this line item.	H2E RFP Response 6344-25 SCADA Upgrade.pdf
	2	Upload Addenda documents if applicable and if not combined with uploaded Proposal response. Combine documents as needed. Only one document can be uploaded in this line item.	
	3	Upload any other information required or desired. Combine documents as needed. Only one document can be uploaded in this line item.	
	4	Upload any other information required or desired. Combine documents as needed. Only one document can be uploaded in this line item.	

City of Spokane Upriver Facility

RFP 6344-25 SCADA Upgrade

H2EINCORPORATED

SUMMARY

STATEMENT OF QUALIFICATIONS

March 31, 2025

Electrical Engineering
Power, Control,
SCADA Software,
and Communications

H2EINCORPORATED

SUMMARY

STATEMENT OF QUALIFICATIONS

March 31, 2025

Letter of Submittal

Electrical Engineering
Power, Control,
SCADA Software,
and Communications

March 31, 2025,

RFP Coordinator
City of Spokane Purchasing Department
915 N. Nelson Street
Spokane, WA 99202
Attn: Tanya Lester

Reference: City of Spokane SCADA Upgrade RFP 6344-25

Dear Ms. Lester:

On behalf of the H2E Team, we extend our appreciation for this opportunity to support the City of Spokane with engineering and integration expertise in support of your **SCADA Upgrade Project.**

This proposal is based upon the City of Spokane's Request for Proposal (RFP) and formal Addendum #1 dated March 10, 2025, and Addendum #2 dated March 17, 2025. H2E has thoroughly reviewed the RFP requirements and respectfully submits the following proposal.

In the attached pages, we have provided the formal **Letter of Submittal** and the requested information. With respect to the other proposal sections where narrative response is required, we have formatted this document with these narratives preceding the respective spreadsheet attachment.

We trust our proposal is clear in definition and meets your expectations. We are available to field questions at any time, and if requested, will be available for oral presentation.

Again, we thank you for the opportunity and the consideration.

Regards,
Harrison Heckerman
Harrison Heckerman, Marketing Coordinator

cc. T. Pefley, P.E. – H2E Inc.
M. O'Connor, P.M.P. – H2E Inc.
B. Urness, P.E. – H2E, Inc.

1 LETTER OF SUBMITTAL

Legal Entity

Hungry Horse Engineering Incorporated (d.b.a. H2E, Inc.)
23305 East Knox Ave, Bldg. A
Liberty Lake, WA 99019
Phone: (509) 927-2424
Fax: (509) 927-2422

Chief Officers Authorized to Engage Corporation

Mr. Neil Heckerman, P.E. – Chief Executive Officer
Hungry Horse Engineering Incorporated (H2E Inc.)
23305 East Knox Ave, Bldg. A
Liberty Lake, WA 99019
Phone: (509) 927-2424 Ext #301
Fax: (509) 927-2422
Email: nheckerman@H2Einc.com

Mr. Troy Pefley, P.E. – Chief Financial Officer
Hungry Horse Engineering Incorporated (H2E Inc.)
23305 East Knox Ave, Bldg. A
Liberty Lake, WA 99019
Phone: (509) 927-2424 Ext #305
Fax: (509) 927-2422
Email: tpefley@H2Einc.com

Legal Status of Firm:

Corporation, Incorporated 1999, State of Washington

Employee Tax Identification

Federal EIN: 91-1981452
WA State UBI: 601-659-521

Location of Operations for this Project:

H2E Inc.
23305 East Knox Ave, Bldg. A
Liberty Lake, WA 99019

City of Spokane/Agency Affiliations and / or Previous Employees

None

2 CERTIFICATIONS AND ASSURANCES

I make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. **I declare that all answers and statements made in the proposal are true and correct.**

2. **H2E meets or exceeds the minimum qualifications established in RFP 6344-25.**
   a. **H2E is registered and incorporated in the State of Washington**
   b. **H2E has a City of Spokane Business License**
   c. **H2E is a Silver Rockwell System Integrator, and a Rockwell Recognized System Integrator**
   d. **H2E is in the process of obtaining the Rockwell Automation PlantPAx Badge and has four automation engineers/programmers with PlantPAx certifications.**

3. **H2E has reviewed and agrees to the City of Spokane Terms and Conditions presented in RFP 6344-25.**

4. **The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition.**

5. **In preparing this proposal, I have not been assisted by any current or former employee of the city of Spokane or other Agency whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity.**

6. **I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.**

7. **No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.**

Signature of Authorized Agent of H2E, Incorporated

CEO — 03/31/2025

Title **Date**

H2EINCORPORATED

SUMMARY

STATEMENT OF QUALIFICATIONS

March 31, 2025

Technical Proposal

Electrical Engineering
Power, Control,
SCADA Software,
and Communications

1 Project Narrative

H2E has extensive experience in developing SCADA and process control systems for a wide range of industries and projects, excelling in water/wastewater control systems. H2E employs a proven plan/methodology and has developed several tools and experience to minimize risk and increase reliability. H2E supported several Northwest municipalities in water and wastewater for over 26 years and in several other local industries in process and control system upgrades and installation/commissioning, SCADA implementation, automation implementation packages, as well as power system and facility electrical system engineering and installation. H2E has specifically engineered, upgraded, replaced, and installed green and brown field SCADA applications at more than 150 facilities in various industries over the past 26 years.

In regard to this project specifically, H2E follows a detailed process in the management, design, development, and implementation and commissioning required for success and in creating buy in from each stakeholder.

The following outlines the recommendations for a SCADA system implementation plan that best meets the needs and specifications and proposed activities to support the Upriver Facility SCADA Upgrade project.

Based on experience, H2E's project plan approach includes the following key items at each phase of a project's implementation:

- Identify stakeholders and roles, define expectations, and communication protocol
- Identify risk/concerns associated with the project so H2E can assist City with risk mitigation
- Identify and refine detail scope of the project, project inputs and outputs
- Identify the budget and schedule requirements for the project
- Identify performance requirements for each system (Masters and Zones)
- Assist City with the creations of relevant design standards for use during project implementation and SCADA system overhaul
- Identify the optimal integration strategy for Rockwell Automation's interface in service of the existing City of Spokane system
- Work in partnership with City to identify potential unknowns and develop recommendations and solutions
- Identify and understand long-term goals for the plant and future long-term relationship as local support

This proven relationship approach is general to H2E in ensuring project success for all stakeholders and specific to the individual project demands of this project. In this way, the H2E project team is well equipped to create targeted outcomes for City.

2 SCADA Project Specific Knowledge

H2E has been working with the City of Spokane Upriver Facility for over 15 years and has implemented a majority of the infrastructure involving SCADA and Automation projects at the Upriver Facility during this timeframe. The existing SCADA of the Water System and Powerhouse Control was designed, programmed and commissioned by H2E. Below is a brief discussion of project details:

SCADA Migration

The initial project for the Upriver Facility migrated the outdated and unsupported SCADA system to a more robust and reliable system utilizing the technology tools of the time. H2E implemented several design standards such as:

- Designed the radio system into Zone Masters and Zone Clients. The Zone Masters utilize a peer-to-peer Ethernet radio with increased bandwidth to communicate to the Upriver Facility. Each Zone Client communicates only to the Zone Master for required communication over serial radios. This implementation drastically reduced the radio traffic required.
- Designed and developed the SCADA system around standard objects complete with system attributes and profiles for booster sites, well sites, etc. The implementation of object programming allowed the facility engineer to simply select from a screen list of what site attributes (pumps, instruments, etc.) are employed at the intended site. Once the appropriate attributes are selected, the display screen of the site automatically updates the display screens. As sites are modified from time to time, operations personnel have the ability modify the screen attributes to display the updated screen without the involvement from outside assistance giving operations a sense of self-sufficiency.
- Designed and developed PLC programs for both the Zone Masters and Zone Clients with the same modularized and standardized control philosophy as the SCADA system. This has enabled the City to deploy new sites and connect to a Zone Master by simply selecting the appropriate control modules in the PLC program.

In addition, several other improvements were implemented at the time to employ a more reliable and robust system such as redundant Data Servers and a Data Historian. See the Press Release of this project at the end of this proposal document.

Powerhouse Relay Protection Upgrade

The Upriver Facility had several old mechanical protection relays for each powerhouse system that required replacement due to nuisance trips and mechanical relays failing calibration. H2E performed an entire generation electrical model to develop relay protection philosophy. From the electrical model, a protection relay system design was developed utilizing state-of-the-art electronic protection relays (SEL), fabricated and supplied the relay panels, and installed and commissioned the protection relay system.

Powerhouse SCADA Integration

H2E was requested to integrate Powerhouse control and monitoring including the protection relays into the SCADA system to provide a single point of control for the Upriver Facility. H2E's extensive experience in hydroelectric control systems and with a developed system of integration tools implemented with minimal effect on generation. A separate master ControlLogix PLC for the Powerhouse System was developed to monitor and control the generation. In addition, a DNP protocol communication network was implemented to communicate with the SEL relays. Index based interrogation of the SEL relays to capture SEL relay alarms and log into the SCADA system. In addition, an interface was developed for the Governor (L&S) system for monitoring.
Note H2E project archives contain all the PLC programs, SCADA system, Protection Relay settings required for this RFP.

2.1 Innovation Approach

H2E, having intimate knowledge in the Upriver Facility network (radio and plant) architecture and the infrastructure of self-deployable software program objects, is eager to discuss the integration of new control strategies and technologies developed over the past several years. We have briefly described a few of the opportunities for improvement:

- Radio traffic optimization and bandwidth requirement reduction which ultimately increases data throughput. The zone radios with newer mesh technologies provide options for backup and failover system communication.
- Development of a "change of state" philosophy and control from zone sites assists in reducing communication load and minimizes the network response time regardless of failed or non-reporting sites.
- Site data synchronization after a failure due to outage or site failure. In essence, a decision process of priority of where valid data resides to repopulate/synchronize a particular site data. The process reduces data recovery after a major system outage.
- Implement control strategies to reduce/minimize water availability concerns or potential issues especially during the hot summer months when water consumption is ultimately high. These strategies help to provide a buffer zone of volume and time in the case of equipment or system failure. In addition, the strategies reduce the wear and tear on equipment.

3 Project Implementation Plan

With H2E's experience in the implementation of multiple SCADA and process control systems across not only the municipal industry, but utilizing the best practices from other industries, we have developed a systematic approach to implementation of SCADA and process control systems. This systematic approach accounts for the nature of operation and the critical nature and ability to continue operation and production while performing the upfront tasks and actions to minimize risk. H2E developed this plan to illustrate our understanding of the SCADA Upgrade project, the knowledge and skills required, and the ability to monitor and manage progress to ensure coordination among various entities and ultimately a successful project implementation.

3.1.1 Project Work Breakdown Structure

The following Work Breakdown Structure (WBS) is a proven example of the approach to successful implementation. This WBS, of course, would serve as an initial start in coordination with the City personnel to be modified and fined tuned to mitigate the risks and achieve the expectations desired. From this structure, detail planning tasks are further developed.

Tier 0 – Project Management:

Task 0 – Risk/Expectation Management

- Objective
  - This is this initial meeting associated with the project kick to define the expectations and enlighten the perceived risks associated by City. The discussion envelops the risks and expectations while assigning a critical weighting structure to ensure all parties are in complete understanding. In addition, the project team is defined with roles and responsibilities for both the City and H2E.

- Key Elements
  - Assign team members roles and responsibilities to the project, ensuring alignment with PlantPAx System Design and Architecture principles to optimize system performance and operational efficiency.
  - Illustrate hierarchy of roles and authority within the project, establishing clear lines of communication and decision-making in alignment with PlantPAx Control System Hierarchy.
  - Define reporting and communication channels, incorporating PlantPAx Alarm Management best practices to ensure real-time updates and fast decision-making across the project lifecycle.
  - Define, discuss, and document the risks/concerns associated with the project, considering potential impacts to system reliability, integration with PlantPAx Distributed Control System (DCS), and cybersecurity concerns.
  - Define, discuss, and document the goals, present and future, ensuring alignment with PlantPAx Digital Transformation objectives and strategic operational goals for long-term scalability and flexibility.
  - Develop critical weighting of risks to manage throughout the project, integrating PlantPAx Advanced Control Strategies for risk mitigation and focusing on system redundancy and uptime to ensure optimal plant operations.

Task 1 – Project Coordination/Communication

- Objective
  - This task coordination will define the schedule, budget, quality, safety, and resource requirements in concert with the construction phases. Definitions of reporting frequency and requirements, requests for information, project changes, scheduling, resource requests and allocation, and budgeting are determined. This task is performed under the auspice of the outputs from the Risk/Expectation Management.
- Key Elements
  - Defined communication and reporting expectations
  - Defined internal and external meeting participation requirements for project duration
  - Operational issues/concerns
  - Confirm characterization verification with City of Spokane by Rockwell Automation

Tier 1 – Project Engineering Review and Documentation:

Task 2 – Project Documentation Detail Review

- Objective
  - Overview of project engineering documentation, site visit coordination to plant for design confirmation. Identify equipment hardware and software existing systems, identify opportunities for improvement with respect to the Philosophy of Operation and/or device connectivity.

- Key Elements
  - Detail review of engineering documentation
  - Detail review and understanding of equipment and interfaces by system
  - Visit appropriate plant to get envelop of project
    - Discuss operation with plant personnel, the City, and other stakeholders
  - Review control system communication interfaces
  - Confirm Preliminary Hardware/Software Design with the City of Spokane and Rockwell Automation

Tier 2 – Control Narrative (FDS) Document Development:

Task 3 – Philosophy of Operation (Control Narrative) Development

- Objective
  - To define and develop the control and operational philosophy with respect to the existing plant equipment, new project systems, communication interfaces both internal and external. A working knowledge discussion of operation as it exists today and to the desire to operate in the future. At this critical juncture, the philosophy objectives are reevaluated with respect to implementation. This key objective has a great impact on ensuring the detailed implementation (control system programming) follows the philosophy of operation, especially in the development of standards. This is a joint function with the City to coordinate and participate in this effort during the process and provide final approval.
- Key Elements
  - Review current operation
  - Operational issues/concerns
  - Engineering design requirements
  - New equipment operating requirements
  - Communication interfaces
  - Control System Network Architecture
  - Security requirements
  - Discuss local versus remote priority
  - Data Reporting Requirements
  - Understand future aspects in development
  - Historical and Real-Time Data Requirements

Tier 3 – Standards and Test Procedures:

Task 4 – Identify Required Standards

- Objectives
  - Identify existing software, object standards and new standards required to implement the Philosophy of Operation
  - Identify existing systems translation pathway to current Rockwell Automation PlantPAx standards
- Key Elements
  - Meeting and coordination with key stakeholders
  - Define/Develop and/or Update Tagname Standards

- Define Network Communication and/or Message Standards including data structures and protocol requirements
- Define/Develop and/or Update HMI Screen, Object, and Color Standards as required
- Define/Develop and/or Update PLC Instructions, Interlock schemes, I/O Mapping, and instrument Standards as required
- Define Security Standards and Rules by Function
- Communication Module Development, if required
- Verify conformity to existing Rockwell Automation PlantPAx standards

Task 5 – Test Plan and Detailed Test Procedure Development

- Objective
  - As the Control Narrative is finalized, the requirements of the testing and commissioning take shape. This provides a baseline with the other engineering documentation to ensure the HMI and PLC process programming satisfies testing validation and verification. This document is an outline to identify each system and basic requirements of those systems. As the project specific programming is developed, each specific system testing details are developed and approved. This enables in office basic simulation and uses the testing documentation as preliminary validation.
- Key Elements
  - Identification and sequence of temporary systems
  - Network architecture and communication interface definition.
  - Organized and sequenced equipment implementation planning with construction elements.
  - Identify fault or out-of-normal operation testing requirements
  - Define system elements with respect to design criteria and enable simulation testing during the program development process. This minimizes safety concerns and reduces time when on site to commission equipment.
  - Develop listings for alarming, historical trending, and I/O checkout

Tier 4 – PLC Program Development:

Task 6 – PLC Program Development

- Objective
  - Utilizing the earlier developed Control Narrative and the Test Procedure to initiate the PLC program development. This effort will occur in stages as we simulate standard objects. This will follow the framework of Rockwell Automation's Distributed Control System using PlantPAx's preliminary software design,
- Key Elements
  - Program development will proceed as a staged approach utilizing several developed tools for object tool program development.
  - In brief, the following systems will require modifications or new development for an integrated solution. Please note this is not an all-inclusive list of object tool processes and vendor interface

- PlantPAx Preliminary Software Design
- District Master
- Zone Master
- Client Site (booster, well, reservoir, etc.)
- Powerhouse Master
- SEL Relays
- L&S Governor System

- Review/modify existing system programming for updates with new PLC control and HMI connection standards.
- Communication Interface Development and Setup
- Security Implementation

Tier 5 – SCADA Program Development:

Task 7 – SCADA Program Development

- Objective
  - Utilizing the earlier developed Control Narrative and the Test Procedure to initiate the HMI screen and control development. This is a joint function with City to coordinate and participate and provide guidance in the screen development. As noted earlier, this effort will occur in stages
- Key Elements
  - Conceptual Development of HMI Screens and work with City for input and comments. Anticipate a 30%, 60%, and 90% review with City before final detail development, especially for new screens.
  - Anticipate systematic approach to modifying existing HMI screens to conform to HMI standards employing an integrated solution.
  - Develop required modifications to existing screens for new processes and
  - Detail Development of HMI Screens
  - Remote Alarm Definitions and Programming
  - Detail Historian Development and Configuration
  - Communication Interface Development and Setup
  - Security Implementation
  - Perform Design Verification to Rockwell Automation & H2E's quality standards

Tier 6 – Simulation and Commissioning:

Task 8 – Test Deployment (Simulation)

- Objective
  - Deploy the initial plant conversion on in-house testing and simulation platform at H2E in-house lab. Testing of SCADA system with various communication devices and protocols as well as PLC connection to ensure data reliability and configuration. H2E recommends that the City attend a simulation at our Liberty Lake, WA office to witness a simulated operation to gain perspective, buy-in, and initial training.

- Key Elements
  - H2E performs independently prior to invitation of City attendance
  - Setup of simulation platform with communication protocols and the PLC I/O connection.
  - Perform Factory Acceptance Test Plan and Document Issues for Resolution
  - Resolve Issues and Ready for Site Deployment

Task 9 – Implementation – Commissioning

- Objective
  - Plan and deploy plant system and identify and resolve issues through the Site Acceptance Test process. This process will occur over a period of months as a phased sequence to ensure parallel operation of the SCADA system.
- Key Elements
  - Plan and Structure Deployment for Single Plant
  - Perform communications infrastructure test of Ethernet network communication
  - Perform fail-over testing
  - Site acceptance HMI test
  - Deploy and Commission New Systems per Construction Sequence
  - Perform the Site Acceptance Test
  - Systematic approach to test performance and buyoff.
  - Assignment and commitment of commissioning resources

Tier 7 – Training and Post Commissioning Support:

Task 10 – SCADA Development Training

- Objective
  - Perform training for City personnel in the operation of the plant control systems
  - Key ElementsH2E will provide training for system updates, maintenance, operations, repairs, and fail-over/disaster recovery of equipment and SCADA system for City Staff including documentation of best practices, procedures, and system configuration.
  - Provide procedure for system backup and restore of PLC and HMI programs
  - Review alarm dialer procedures and configuration
  - Review Operations Manual
  - Coordinate remote access for plant personnel

Tier 8 – Partnership Support:

Task 11 – SCADA Post Commission (Long-Term) Support

- Objective
  - H2E is prepared to partner with the City to provide long-term planned and unplanned critical local support to minimize risk in failed operations. The system is designed for City personnel to be the first line of defense and H2E for critical issue response. A customized response plan to be co-developed with the City.

- Key Elements
  - Discuss support and training needs for the short and long-term
  - Coordinate with City to develop response plan and expectations
  - H2E's Client Management Team are available at all hours in perpetuity to field concerns and respond to system failures with the coordination of an on-site team
  - Rockwell Automation to commence Project Verification
  - H2E acknowledges the "Air Gap" policy and shall perform updates on-site in compliance

3.1.2 Project Milestone Schedule

H2E has developed a preliminary Level 2 milestone schedule, outlined below, based on reasonable expectations and information known to date. Upon award, H2E will work with the City to obtain the necessary interface information and design inputs, allowing H2E to develop a detailed update for the City as it relates to H2E's scope and milestone schedule. Upon completion of an updated milestone schedule, the schedule can be coordinated with all project stakeholders for approval. H2E is confident in meeting the current schedule and scope delivery outlined in the RFP and taking into account potential seasonal restrictions/risks for commissioning.
Our proposed approach is to work collaboratively with the City, after being selected for the contract, to obtain the required information in a timely manner. We are committed to working efficiently and expeditiously to establish a coordinated milestone schedule that meets the overall needs of the project.

CITY OF SPOKANE - UPRIVER SCADA SYSTEM UPGRADE

LEVEL	TASK NAME	DURATION (days)	START DATE	FINISH DATE
1	CITY OF SPOKANE - UPRIVER - SCADA SYSTEM UPGRADE OVERALL SCHEDUL	641	31-Mar-25	31-Dec-26
2	CONTRACTING PERIOD	60	31-Mar-25	29-May-25
2	FIELD DATA COLLECTION	36	2-Jun-25	7-Jul-25
2	SOFTWARE STANDARDS DEFINITION	26	16-Jun-25	11-Jul-25
2	ROCKWELL AUTOMATION - CHARACTERIZATION VERIFICATION	22	14-Jul-25	4-Aug-25
2	ENGINEERING / SCADA SYSTEM DESIGN	26	14-Jul-25	8-Aug-25
2	SYSTEM DOCUMENTATION DEVELOPMENT	26	11-Aug-25	5-Sep-25
2	ROCKWELL AUTOMATION - PRELIMINARY SOFTWARE DESIGN	19	8-Sep-25	26-Sep-25
2	REPORTING DOCUMENTATION DEVELOPMENT	19	8-Sep-25	26-Sep-25
2	TEST PLAN & PROCEDURE DOCUMENTATION DEVELOPMENT	61	29-Sep-25	28-Nov-25
2	PLC AND HMI PROGRAMMING - SYSTEM & ZONE MASTERS	145	29-Sep-25	20-Feb-26
2	ROCKWELL AUTOMATION - DESIGN VERIFICATION	19	23-Feb-26	13-Mar-26
2	SIMULATION / EMULATION OF SCADA SOFTWARE - DEVELOPMENT	26	23-Feb-26	20-Mar-26
2	WITNESS / TESTING OF SCADA SOFTWARE	5	23-Mar-26	27-Mar-26
2	SITE COMMISSIONINGS	89	10-Aug-26	6-Nov-26
2	ROCKWELL AUTOMATION - PROJECT VERIFICATION	19	19-Oct-26	6-Nov-26
2	SUPPORT	52	9-Nov-26	31-Dec-26

Schedule Mitigation:
H2E takes a proactive approach to mitigate potential delays once our schedule is finalized. This includes:

- Regular communication and coordination meetings with other project teams to promptly identify and resolve any issues that could impact our schedule.
- Consistent and timely updates to the integrated master schedule that clearly identifies interdependencies and interfaces between our scope and the work of other teams.
- Establishing contingency buffers within our schedule to account for unforeseen issues that may arise.
- Assigning dedicated resources to track progress, identifying schedule risks, and developing mitigation strategies when needed.
- Escalating any delays or risks to project leadership as soon as they are identified so that collective mitigation efforts can be put in place quickly.

Management of Parallel Activities:
Once our schedule has been finalized, we will employ the following strategies to effectively manage and execute parallel tasks:

- Assigning dedicated resources and teams to specific tasks that can be performed simultaneously. These teams will be empowered to make timely decisions within their scope of work.
- All teams (design, engineering, programming) have interchangeable resources sharing workloads to prevent personnel creating single points of failure.
- Establishing clear communication channels between parallel teams to facilitate information sharing, coordinate interfacing work, and quickly resolve any issues that arise.
- Holding regular status meetings to review progress, identify resource constraints, and re-allocate resources as needed between parallel tasks.
- Implementing a change management process to evaluate any proposed changes to tasks that are in progress, assess their impacts, and obtain approvals before proceeding.

By identifying tasks that can safely run in parallel, assigning dedicated resources and teams, establishing strong communication, and implementing controls around changes, we will effectively coordinate and manage the execution of multiple tasks simultaneously to meet your schedule needs.

Considering H2E's storied success as a Rockwell Automation Recognized System Integrator for Eastern Washington along with H2E's guarantee of standard compliance due to our exceptional Quality Management system, H2E is uniquely positioned to make the City of Spokane's SCADA system operate to an optimized standard of excellence. H2E will do this utilizing PlantPAx's exceptional control network architecture and H2E's distinguished and qualified Automation Engineers who are eager to make the City of Spokane's Water and Hydroelectric department's control systems as superb as the river they govern. H2E is a firm built on long-standing Client relationships, this project will serve as a benchmark of capability and a signal of intent to the City of Spokane that H2E is committed to making our town's Hydro-Electric projects better, safer, and cleaner.

Management Proposal

H2E INCORPORATED

SUMMARY

STATEMENT OF QUALIFICATIONS

March 31, 2025

Electrical Engineering
Power, Control,
SCADA Software,
and Communications

1 Firm Experience

Headquartered in Liberty Lake WA with satellite office in Helena MT, H2E, Incorporated (H2E) is a relationship and partner driven professional engineering firm, staffed by a team of over forty-five talented engineers, designers, drafters, and support personnel, qualified by technical education and practical experience. We specialize in electrical engineering, process / machine control systems, and commissioning H2E has grown to become a trusted resource for clients seeking expertise in power, control, SCADA software, communications, and commissioning. The team at H2E delivers value from project conception, design, engineering, production, construction, commissioning, and start-up, to operations, and even maintenance. To achieve this capacity for client service, we have continued to take on over-reaching project challenges that we do with avid acknowledgement that each project's success is both important and critical.

As a professional electrical engineering firm, we provide project management, design, and consulting services; perform diagnostic technical studies and analyses to minimize uncertainty; and provide electrical construction management and commissioning services.
The areas in which H2E excels include:

Project & Construction Management

- Scope Management: Project Scope Definition, Scope Verification, Scope Change Control, Work Breakdown Structure Development
- Time Management: Activity Definition, Sequencing, Duration, Schedule Development, Schedule Change Control
- Construction Management: Network System Evaluation & Performance Testing, Quality Assurance & Field Inspections, NESC & NFPA-70E Safe Work Practices, NEC Compliance Inspections
- Cost Management: Project Budget Needs Determination, Budget Refinement, Resource Planning, Project, Activity & Task Cost Estimating, Project Cost Control

Automation Systems

- Automation Design & Engineering: SCADA, Programmable Logic Controllers, Human Machine Interface Panels, Database Development and Custom Languages, Industrial Networks & Radio Telemetry
- Instrumentation & Controls Engineering: Control System Analysis, Complete Control System Engineering and Design Packages, Piping & Instrumentation Diagrams, Process Flow and Operation Description Documents, Instrument Data Sheets, System Interlock & Sequence Logic, Intelligent Control Device Specification, Automatic Shutdown and E-Stop Sequence Development
- On-Site Commissioning & Start-Up Support: Network System Evaluation & Performance Testing, Process Control Loop Tuning, On-Site Programming Services, Operator Training
- Complete Documentation Services: Construction & Bid Specification Development, Bid Submission Review & Analysis, Specification Development

Power Systems

- Substation Design and Power Distribution: System Evaluation & Recommendations, System Options and Alternatives, One-Line and General Arrangement, Cost Studies, Substation Design, MCC Design, Soft & Reduced Voltage Starter Design, Current Limiting Reactor Design, Motor Application Design, Specification Development, O&M Manuals, Power Flow Studies, Voltage Drop Studies, Fault Analysis & Short Circuit Studies, Arc Flash Studies, Reactive Compensation Analysis, Bid Review, Evaluation and Recommendations, Start-Up and Training
- Power Protection, Control & Monitoring: Transformer Primary & Secondary, Bus, Overhead & Underground Feeder, Medium & Low Voltage Motors, Capacitor Bank & Ground Fault, Substation Automation, Power Quality Monitoring, Power Factor Control Management, Power Disturbance Analysis, Relay Protection Schemes & Settings, Load Shed, Reclosers.

Relevant Certifications

- Certified Rockwell System Integrator.
  - All team members are extensively experienced in the Rockwell platforms from PLC5 to SLC to ControlLogix. H2E has implemented over 250 Allen Bradley control systems.
- PlantPAx Certification
  - H2E has several Automation Engineers with PlantPAx Certifications. See attachment at end of proposal. All PlantPAx Certified professionals in this proposal are located in the Liberty Lake Office.
- Ignition Gold Certified System Integrator.
  - Three (3) team members hold Gold Certification with Inductive Automation Ignition, while two (2) additional team members hold Core Certification.
- Wonderware Certified Integrator.
  - Eight (8) team members have consistent working experience with the Wonderware platform, with three (3) team members currently certified integrators. H2E has implemented over 60 Wonderware projects from the Intouch to Archestra to the System Platform packages including several Historian implementations.

2 Controls and Automation

H2E, as an all-Electrical Engineering firm, has an extensive talent base in key areas of electrical engineering that includes Project Management, Controls & Automation, Power, and Design. In terms of SCADA work as it relates to the City of Spokane Upriver SCADA Upgrade RFP, H2E excels in Controls & Automation as our largest group. The Controls and Automation group's experience and expertise routinely handles multiple parallel large projects in the following areas:

- Automation Design and Engineering
- Instrument and Controls Engineering
- On-Site Commissioning and Start-up
- Functional Description and Process Documentation

H2E is a relationship and partner driven organization and works hard to develop, reserve, and maintain capacity for local projects and continued support. H2E is also a firm believer in providing a primary staff member that is completely familiar with the client systems to provide knowledge support for the long-term and in addition train and develop back-up staff support as well.

The automation group handles a wide range of projects in terms of time and value, typical projects range from $5,000 to $1,500,000 with the ability to perform multiple projects over several hundred thousand dollars.

H2E's Liberty Lake based Control & Automation group is highlighted below. The number of talented personnel dedicated to this area of expertise lends H2E with an advantage in serving multiple demands in expertise from a project while meeting the City's expectations in terms of Scope, Schedule, Safety and Quality.

2.1.1 Project Team and Roles

The project team assembled is an experienced and highly effective integrated team with a broad range of talents. The team outlined below will utilize other staff level automation engineers to perform tasks were appropriate and effective. The tiered strategy enables more efficient throughput and effective cost management.

City of Spokane Upriver SCADA Upgrade Team

Project Manager – Megan O'Connor, PMP
Megan will be the main point of contact for all contractual concerns with scope, schedule, safety, quality and budget.

Principal Automation Engineer – Troy M. Pefley, PE
Troy will provide oversight support and expertise on the existing system at the Upriver Facility, radio system expertise, overall project design verification, simulation review, and commissioning support.

Senior Automation Engineer – Dennis Bacon, (PlantPAx Certified)
Dennis will provide expertise on the existing system at the Upriver Facility, co-lead the PLC/SCADA standards development and infrastructure, and design review.

Senior Automation Engineer – Barrett Urness, (PlantPAx Certified)
Barrett will provide expertise communication and protocol implementation expertise, co-lead the PLC/SCADA standards development and infrastructure, design review, simulation performance, and commissioning/training support.

Senior Automation Engineer – Cody Litzko
Cody will provide expertise on network systems and development, co-lead the PLC/SCADA standards development and infrastructure, design review, lead the simulation effort, and commissioning/training support.

Staff Automation Engineer – Jackie Uhling, (PlantPAx Certified)
Jackie will primarily provide PLC and SCADA programming support, design review, simulation development support, and commissioning support.

Staff Automation Engineer – JJ Mackesy, (PlantPAx Certified)
JJ will primarily provide PLC and SCADA programming support, design review, simulation development support, and commissioning support.

Team resumes are in the Resume Attachment to this document. Note resumes have a partial list of projects to illustrate competence for the SCADA Upgrade project scope.

City of Spokane Upriver SCADA Upgrade Team Allocations

As with all larger projects with extended duration, it is difficult to determine project allocations of individuals during the entire course of execution. After the project award, we will meet with the City to determine the optimal milestones for execution and update the baseline Milestone Schedule in this proposal. From the milestone schedule, team allocations for various tasks within the project scope will be assigned.

Principal and Senior Engineers have significant involvement early in the project in developing the infrastructure and standards. The middle part of the project is a progressive design review ensuring design alignment and is a lower involvement. The latter portion of the project where design verifications, simulation performance, and commissioning occur, again significant involvement occurs.

Staff Level Engineers have moderate involvement early in the project during the development of the infrastructure and standards. The middle part of the project is the bulk of work in programming development and participation in progressive design reviews. Staff level engagement is very significant, and some staff members maybe only be assigned to this project. Any staff members assigned to do the programming are required to commission.

3 Relevant Contract Experience

H2E is providing this RFP response in relation to Project Management and Automation Systems. The following is an overview of several projects completed by H2E to demonstrate experience relevant to the City of Spokane Upriver PlantPAx SCADA Upgrade project.

Reference #	Reference Information	
	Name of Organization	City of Post Falls WRF
	Industry	Municipal
	Contact Name	Adam Tate
	Contact Phone Number	(208) 457-3355
	Email Address	atate@postfalls.gov

1	Contract Amount	$922,000
	Contract Duration	October 2023 – June 2025 expected
	Project Summary	PLC Controls Programming and SCADA System Conversion for Plant Expansion
2	Name of Organization	City of Coeur d'Alene WWTP
	Industry	Municipal
	Contact Name	Mike Anderson
	Contact Phone Number	(208) 769-2277
	Email Address	manderson@cdaid.org
	Contract Amount	$439,000
	Contract Duration	March 2022 – April 2023
	Project Summary	Wastewater Treatment Plant SCADA System Conversion
3	Name of Organization	Energy Vault
	Industry	Green Energy Sector
	Contact Name	Brendan Schaffer
	Contact Phone Number	(949) 444-3761
	Email Address	Brendan.schaffer@energyvault.com
	Contract Amount	$517,000
	Contract Duration	November 2023 – June 2025 (Expected)
	Project Summary	Redundant and Resilient Control System and SCADA Design for Hydrogen Fuel Cell Facility
4	Name of Organization	NorthWestern Energy
	Industry	Hydroelectric Producer
	Contact Name	Brian Wilkins
	Contact Phone Number	(406) 497-3451
	Email Address	Brian.wilkins@northwestern.com
	Contract Amount	Multiple Contracts, $365,000; $268,000, $296,000
	Contract Duration	June 2023 – December 2024; April 2023 – May 2024; July 2023 – May 2025
	Project Summary	Plant Network Design Upgrade (protocol migration), Gate Control Upgrade, Generator Unit Replacement
5	Name of Organization	City of Walla Walla WWTP
	Industry	Municipal
	Contact Name	Frank Nicholson
	Contact Phone Number	(509) 524-4510
	Email Address	fnicholson@wallawallawa.gov
	Contract Amount	~$255,000
	Contract Duration	May 2024 – August 2025 (expected)
	Project Summary	Wastewater Treatment Plant PLC Upgrade and SCADA Integration
	Name of Organization	PNW Processor (Non-Disclosure Agreement)
	Industry	Food Processing
	Contact Name	NA
	Contact Phone Number	NA
	Email Address	NA
	Contract Amount	$238,000

6	Contract Duration	May 2024 – February 2025
	Project Summary	Model Development of Standard Processing Plant PlantPAx System to Corporate SAP System (MQTT)
7	Name of Organization	Western Miner (Non-Disclosure Agreement)
	Industry	Mining
	Contact Name	NA
	Contact Phone Number	NA
	Email Address	NA
	Contract Amount	Multiple Contracts $338,000; $122,000; $96,000
	Contract Duration	August 2021 – November 2022; June 2022 – June 2023; January 2024 – June 2024
	Project Summary	Multiple process control expansion projects integration into existing PlantPAx Control System
8	Name of Organization	PNW Cement Producer (Non-Disclosure Agreement)
	Industry	Mining/Cement
	Contact Name	NA
	Contact Phone Number	NA
	Email Address	NA
	Contract Amount	$421,000
	Contract Duration	May 2023 – December 2024
	Project Summary	Controls, SCADA, and PLC integration into proprietary Rockwell system for $110M Mill Expansion
9	Name of Organization	South Cement Producer (Non-Disclosure Agreement)
	Industry	Mining/Cement
	Contact Name	NA
	Contact Phone Number	NA
	Email Address	NA
	Contract Amount	$218,000
	Contract Duration	Oct 2023 – August 2024
	Project Summary	Controls, SCADA, and PLC integration into proprietary Rockwell system for Liquid Waste Disposal Facility for incineration

3.1 Detail Project References

H2E is providing this RFP response in relation to Project Management and Automation Systems. The detailed project and service descriptions below are in reference to the Relevant Contract Experience section above.

RELEVANT CONTRACT EXPERIENCE #1

Year: 2025
Duration: Oct 2023 to June 2025
Client: Post Falls WRF
Location: Post Falls, ID
Project Team: Barrett Urness, Jackie Uhling, Cody Litzko, JJ Mackesy, Dennis Bacon
Project Award: $922k

SERVICES PROVIDED

- Control Narrative Development
- Plant Server Configuration/Deploy
- PLC and HMI/SCADA Programming
- Test Planning & Test Procedures
- Construction Assistance Services
- Factory and Site Acceptance Testing
- Commissioning Services
- Operator Manuals/Technical Training
- Ongoing Plant Support

H2E ADVANTAGE

- H2E brought extensive experience in PLC/SCADA/HMI and controls design
- H2E provided a well architected SCADA application, geared to future expansion
- H2E's extensive Commissioning experience and methodology

SUMMARY

This project's scope was to perform a complete control system retrofit and facility expansion while converting from a legacy SCADA system to Ignition Perspective. Every PLC (8 PLCs) in the facility was updated to utilize a new customized standard developed specifically to client to enable ease of troubleshooting and reduce future programming costs.

PROJECT DETAILS

Project development focused on facility expansion and the implementation of new system processes. During development of the initial Controls Narrative, the project expanded to convert an aging SCADA system in parallel. To enable an efficient conversion process, H2E developed comprehensive PLC control and SCADA object standards. The standards were implemented in the expansion controls as well as systematically deployed in the existing plant controls. H2E's roles developing Control Narratives for the processes, developing Test Plans & Test Procedures, PLC Programing, HMI/SCADA Programming, Factory Acceptance Testing, Construction Assistance, and Site Acceptance Testing/Commissioning in several phases. In addition, H2E developed a redundant Historian for permitting compliance, system reporting, and configured email, Voice and SMS alarm notifications.

RELEVANT CONTRACT EXPERIENCE #2

Year: 2023
Duration: March 2022 to April 2023
Client: Coeur d'Alene Wastewater Treatment Plant
Location: Coeur d'Alene, ID
Project Team: Cody Litzko, Dennis Bacon, JJ Mackesy, Troy Pefley
Project Award: $439k

SERVICES PROVIDED

- Implementation Plan Development
- SCADA Object Standards Development
- HMI/SCADA Programming
- Test Planning & Test Procedures
- Construction Assistance Services
- Lab Simulation
- Commissioning Services
- Ongoing Plant Support

H2E ADVANTAGE

- H2E brought extensive experience in PLC/SCADA/HMI and controls design
- Implementation Plan Development to take into account future PLC Upgrade
- H2E provided a well architected SCADA application, geared to future expansion
- H2E's extensive Commissioning experience and methodology

SUMMARY

The main scope was to convert an existing SCADA system to a new platform consistent with the newer technologies in data management and communication. An implementation plan was developed to coordinate the object standard development for the SCADA system to link to the existing PLC communication and data structure. The object standards were developed with the flexibility to easily integrate with the PLC upgrade slated for the next phase in the plant upgrade and minimize redevelopment of the SCADA system.

PROJECT DETAILS

Project development focused on the SCADA system conversion while considering the existing PLC system and the future PLC upgrade. A phased approach Implementation Plan was developed to systematically design, develop, and deploy a full SCADA/PLC upgrade and minimize the impact of outages and concern with integrating with out of date PLCs and with new PLCs in the future..H2E's roles developing an Implementation Plan, designing SCADA object standards, developing Test Plans & Test Procedures, PLC Programing modifications as applicable, HMI/SCADA Programming, Factory Acceptance Testing, Construction Assistance, and Site Acceptance Testing/Commissioning. In addition, H2E configured remote access and alarming to enable plant response.

RELEVANT CONTRACT EXPERIENCE #3

Year: 2025
Duration: Nov 2023 to June 2025 (expected)
Client: Energy Vault
Location: Calistoga, CA
Project Team: Barrett Urness, Chase Manthos-Gornick, Neil Heckerman
Project Award: $517k

SERVICES PROVIDED

- Hydrogen Delivery System Control System
- Hazardous Classified Area Design
- Redundancy and Fault Tolerant Design
- Control Narrative Development
- PLC and HMI/SCADA Programming
- Test Planning & Test Procedures
- Construction Assistance Services
- Factory and Site Acceptance Testing
- Commissioning Services
- Operator Manuals/Technical Training

H2E ADVANTAGE

- H2E brought extensive experience in PLC/SCADA/HMI and controls design
- H2E provided a well-architected Control System design with redundant PLCs
- H2E's experience with Hazardous Classified Areas, HAZOPs, and PSSRs
- H2E's extensive Commissioning experience and methodology

SUMMARY

Calistoga Resiliency Center is the world's largest utility-scale, ultra-long duration energy project using hybrid Hydrogen + Battery Energy Storage, fully carbon-free microgrid that dispatches energy on demand. Facility provides approximately 293MWH for up to 48 hours of continuous energy with a peak output of 8.5MW. H2E designed, fabricated, supplied, tested, and commissioned the Hydrogen Delivery System Control System and integrated the various Vendor Packages within the Hazardous Classified Area.

PROJECT DETAILS

Initial project development focused on resolving the Public Safety Power Shutoff (PSPS) events to the Calistoga Microgrid. Due to the ultra-long duration energy storage needs, Hydrogen + Battery Energy Storage was selected as the solution. H2E worked with various vendors and Energy Vault to design, fabricate, program, and test the Hydrogen Delivery System Control System for the facility. H2E's roles included designing UL-508a Control Enclosures, developing Control Narratives for the processes, developing Test Plans & Test Procedures, PLC Programing, HMI/SCADA Programming, Factory Acceptance Testing, Construction Assistance, and Site Acceptance Testing/Commissioning in several phases. In addition, H2E supported Hazard and Operability Study (HAZOP) reviews of the facility and Pre-Startup Safety Reviews (PSSRs) as required for the Hazardous Classified Area.

H2EINCORPORATED

SUMMARY

STATEMENT OF QUALIFICATIONS

March 31, 2025

Cost Proposal

Electrical Engineering
Power, Control,
SCADA Software,
and Communications

1 Cost Proposal

The following cost breakdown reflects the Work Breakdown Structure provided in the Technical Proposal Section. The budget estimate is as follows:

Tier 0 – Project Management	$68,500
Tier 1 – Project Engineering Review and Documentation	$42,200
Tier 2 – Control Narrative (FDS) Document Development (Standards)	$105,500
Tier 3 – Test Plan and Detail Procedure Development	$18,500
Tier 4 – PLC Program Development	$83,500
Tier 5 – SCADA Program Development	$134,000
Tier 6 – Simulation and Commissioning	$163,000
Tier 7 – Training and Post Commissioning Support	$20,000
Project Budget Estimate	**$635,200**

As a valued customer, H2E continually strives to exceed our client's expectations. If you have feedback, questions or concerns on this proposal, please let us know immediately. We are always very happy and willing to discuss the proposal and adjust it to best suit your needs.

H2E is prepared to partner with the City for long-term support as has been provided in the past. A customized response plan with the City will be developed during the execution of the project.

Team Resumes

H2E INCORPORATED

SUMMARY

STATEMENT OF QUALIFICATIONS

March 31, 2025

Electrical Engineering
Power, Control,
SCADA Software,
and Communications

Troy Pefley, PE

tpefley@H2Einc.com
23305 E Knox Ave, Bldg A
Liberty Lake, WA 99019
(509) 927-2424

Summary of Experience

Troy Pefley – Principal Automation Engineer

Troy has 30+ years of experience in Project Conceptual Design and Studies, Budgetary Development, Design of Process Control Systems, Plant Network Design and Implementation, SCADA System Design, and Construction/Commissioning Support. This includes all facets of Project Execution in Conceptual Development of Process Control including boundary definitions; Capital Budget Estimation including ROI Analysis, Scheduling, and Equipment Budgeting; Control Strategy/Philosophy Development including creation of Standards, Process Flow and Operational Descriptions (PFODs), preparation of Piping and Instrumentation Diagrams (P&IDs), and detailed instrumentation and automation design; Network and Communication System Development including OT System definitions, Plant and Area Network Design utilizing physical and telemetry model technology, and Communication Interface Development; and Construction and Commissioning support. Specialized experience in the design, upgrade, and implementation of Burner Management and Flame Safety Systems including commissioning.

Troy has extensive skills including Microsoft Office suite products, several computer operating systems, numerous PLC and SCADA programming languages, custom programming applications, and web editors.

Education and Registrations

Bachelor of Science	Electrical Engineering	Montana State University
MBA	Business Administration	Washington State University
PE Registrations	Professional Engineer, Idaho	P-9335
	Professional Engineer, Montana	9906 30 PDH
	Professional Engineer, Washington	33380

Relevant Project Experience Includes:

City of Spokane SCADA Upgrade Project

Served as a Lead Controls/Automation Engineer and Project Manager to upgrade the existing Citech SCADA system to a Wonderware SCADA platform. Primary developer of the standard PLC program architecture and the object architecture development in the SCADA system. Lead the commissioning and implementation of the SCADA system in parallel with deployment of the zone level controllers. Coordination with the City in multi-phase implementation to minimize outage requirements.

City of Spokane PLC/Relay Upgrade Project

Served as a Lead Controls/Automation Engineer and Project Manager to upgrade the Master PLC and integrate SEL Power Monitoring/Protection Relays into the SCADA System. Included was a program conversion from a SLC500 to a Logix platform and data communication mapping with the SEL Power Monitoring/Protection Relays. Lead the programming development, DNP communication implementation, and commissioning of the new PLC and integration of the SEL Power Monitoring/Protection Relays.

City of Coeur d'Alene Wastewater Reclamation Facility - SCADA Upgrade

Served as Principal Engineer and Project Manager to develop and convert the Client SCADA system including standard PLC code to improve code consistency and available control/troubleshooting features. Configured Servers, Historian, Twilio Alarm API (SMS and Voice), and Redundant Alarm VOIP Modem. Developed new SCADA application (VTScada) for entire Client facility. Commissioned all modified PLC code and entirety of the SCADA system.

System Wide SCADA/Controls Upgrade Program - Montana

Nine (9) Hydroelectric Dams – Generator Protection, Controls and Rockwell SCADA Upgrade

Served as Principal Engineer and Project Manager as H2E provided electrical and controls engineering to support the upgrade for Generators, Station Service, Pond control, Spillway/River control, Balance of Plant, Standby Power, Inverter Control and Battery System monitoring. These updates allowed for increased monitoring and control, both manually and remotely. H2E's engineering designs included the development of General Arrangements, Demolition Drawings, One-lines, Three-lines, Wiring Diagrams, Schematics, Junction Boxes, Control Panels, I/O interface, Cable Block Diagrams, Cable/Conduit Schedule, Network drawing, P&IDs Rockwell PLC & HMI Program. H2E was also the lead on start-up and commissioning support.

Dennis Bacon

dbacon@H2Einc.com
23305 E Knox Ave, Bldg A
Liberty Lake, WA 99019
(509) 927-2424

Summary of Experience

Dennis Bacon – Senior Automation Engineer

Dennis has 22 years of experience in Specification, application, design, and programming of HMI and PLC; extensive programming experience in the following HMI programming platforms (Cimplicity, ECS, System Platform, Intouch, RSView32, Factory Talk View SE and ME, PlantPAx Training Process Systems Troubleshooting PRS 015, Intellution, Redlion-Crimson, Automation Direct-CMore), PLC Programming platforms (RSLogix Programming tools, Studio 5000, Step 7, VersaPro, Concept, ASELertor for RTAC) and the full extent of Microsoft Office and various other commercial productivity applications. Project responsibilities include PLC and HMI Programming, Controls Design, Panel Inspection, Startup and Commissioning, Proposal Development, Cost Estimates. Dennis has extensive skills including Microsoft-Word, Access, and Excel.

These extensive skills allow Dennis to provide Controls/Automation Support on multiple different genres of industrial projects. Dennis has firsthand experience with the City of Spokane as he was part of the project team on the last PLC/Power Monitoring Upgrade Project and previous SCADA upgrade projects including the first Wonderware System Platform Upgrade.

Education and Registrations

Bachelor of Science	Computer Engineering	Montana State University
Certifications:	AutoCAD Basics	North Idaho College
	PlantPAx	Rockwell

Relevant Project Experience Includes:

*Some Client names may be redacted for NDA compliance.

City of Spokane SCADA Upgrade Project

Served as a Controls/Automation Engineer to upgrade the existing Citech SCADA system to a Wonderware SCADA platform. Assisted in the PLC program development and assisted in the object architecture development in the SCADA system. Assisted with commissioning and implementation of the SCADA system in parallel with deployment of the zone level controllers.

City of Spokane PLC/Relay Upgrade Project
Served as a Controls/Automation Engineer to upgrade the Master PLC and integrate SEL Power Monitoring/Protection Relays into the SCADA System. Included was a program conversion from a SLC500 to a Logix platform and data communication mapping with the SEL Power Monitoring/Protection Relays. Assisted with programming development and commissioning of the new PLC and integration of the SEL Power Monitoring/Protection Relays.

City of Coeur d'Alene Wastewater Reclamation Facility - SCADA Upgrade
Evaluated the interface of client's control system (9 PLCs - 8 Siemens, 1 Rockwell) with a legacy Wonderware SCADA System. Converted all Client PLC code to improve code consistency and available control/troubleshooting features. Configured Servers, Historian, Twilio Alarm API (SMS and Voice), and Redundant Alarm VOIP Modem. Developed new SCADA application (VTScada) for entire Client facility. Commissioned all modified PLC code and entirety of the SCADA system.

Pend Oreille County PUD Box Canyon SCADA Upgrade
Served as a Controls/Automation Engineer to upgrade the plant's hydro-generation SCADA system. Included a software upgrade of Factory Talk View SE for a redundant HMI Server/Data Server w/ Historian. Assisted with developing the testing documentation and commissioning the SCADA Upgrade.

Ventilation Upgrade Project
Served as a Controls/Automation Engineer to upgrade the Plants Ventilation System. Included modifying a PlantPAx SCADA system to add ventilation fans and associated controls. Assisted with developing the controls description, testing documentation, PlantPAx programming w/ E300 Overload Relay communicated data integration.

Dewatering Project
Served as a Controls/Automation Engineer to upgrade the mine's dewatering system SCADA to PlantPAx from Factory Talk View SE (Non-PlantPAx). Included PlantPAx PLC/HMI programming for integrating new dewatering pumps and associated controls into the mine's dewatering system SCADA. Assisted with developing the Controls Description, Control Panel Design, VFD wiring diagrams, testing documentation, PlantPAx PLC/HMI programming.

Barrett Urness, PE

burness@H2Einc.com
23305 E Knox Ave, Bldg A
Liberty Lake, WA 99019
(509) 927-2424

Summary of Experience

Barrett Urness – Senior Automation Engineer, Automation Team Lead

Barrett has 8 years of experience in specification, application and design of control systems, OT network systems, PLC, SCADA, and Safety Instrumented Systems. Project responsibilities included control strategy development, network architecture development, preparation of Process Flow and Operational Descriptions (PFODs), detailed instrumentation design including control system logic, Input / Output I/O drawings and intelligent alarm networks, design and troubleshooting of OT network communications systems (multiple protocols and media), and field commissioning.

Education and Registrations

Bachelor of Science	Electrical Engineering	Montana State University
PE Registration	Professional Engineer, Washington	22028807
Certifications:	MSHA	
	PlantPAx	Rockwell
	Ignition Gold 8.1	Inductive Automation

Relevant Project Experience Includes:

*Some Client names may be redacted for NDA compliance.

City of Bonners Ferry - Water and Wastewater Reclamation Facility SCADA Upgrade Project

Project scope was to perform a FactoryTalk View SE HMI upgrade for an antiquated system. The project also included upgrading the Win911 dialer system to maintain compatibility with the upgraded SCADA software. The following tasks were included in this project, FactoryTalk View SE programming, Historian Configuration, Test Document Development, Site Commissioning.

City of Post Falls - Wastewater Reclamation Facility Implementation Project

Project scope was to perform a complete control system retrofit and facility expansion while converting from a legacy SCADA system to an Ignition Perspective. Every PLC in the facility was updated to utilize a new customized client standard to enable ease of troubleshooting and reduce future programming costs. The following tasks were included in this project, Rockwell PLC programming, Historian Configuration, Ignition Perspective Architecture Design and programming, Test Document Development, Site Commissioning.

Canola Crush Plant Ventilation System Upgrade Project

Project scope was to perform control system updates to the Facility's PlantPAx SCADA system to integrate a new system of ventilation fans throughout the plant to automate plantwide temperature control. The following tasks were included in this project, PlantPAx PLC programming, PlantPAx HMI Development, Control Narrative Documentation Development, and Test Document Development.

Cody Litzko

clitzko@H2Einc.com
23305 E Knox Ave, Bldg A
Liberty Lake, WA 99019
(509) 927-2424

Summary of Experience

Cody Litzko – Senior Automation Engineer

Cody has 6 years of experience in the specification, application, and design of control systems, OT network systems, PLC systems, and SCADA systems. Project responsibilities included control strategy development, network architecture development, preparation of Process Flow and Operational Descriptions (PFODs), UL508 Panel design, detailed instrumentation design including control system logic, I/O drawings, alarm management, and commissioning. Provides design and troubleshooting of OT systems from field devices, VFD, Servers, Networks (multiple protocols and media), PLC programs, SCADA systems, and database management.

Cody's extensive skills allow him to assist clients with developing actionable projects to resolve the known and unknown pain points and develop solutions from concept to implementation.

Education and Registrations

Bachelor of Science	Mechanical Engineering	University of Idaho
Certifications:	Ignition 8.1 Gold Certification	Inductive Automation
Associations:	ISA	

Relevant Project Experience Includes:

City of Coeur d'Alene Wastewater Reclamation Facility - SCADA Upgrade
Evaluated the interface of client's control system (9 PLCs - 8 Siemens, 1 Rockwell) with a legacy Wonderware SCADA System. Converted all Client PLC code to improve code consistency and available control/troubleshooting features. Configured Servers, Historian, Twilio Alarm API (SMS and Voice), and Redundant Alarm VOIP Modem. Developed new SCADA application (VTScada) for entire Client facility. Commissioned all modified PLC code and entirety of the SCADA system.

Liberty Lake Sewer and Water District – Wastewater Reclamation Facility HMI Upgrade
Evaluated the interface of client's control system (11 Rockwell PLCs) with a legacy Wonderware SCADA System. Converted all Client PLC code to improve code consistency and available control/troubleshooting features. Configured Servers, Historian, and Alarm VOIP Modem. Developed new SCADA application (Ignition) for entire Client facility. Commissioned all modified PLC code and entirety of the SCADA system.

City of Coeur d'Alene Wastewater Lift Station Control System Upgrade

As part of a system-wide upgrade, new standardized Rockwell PLC programs were developed for 11 Remote Lift Stations and Master PLC. The existing Wonderware SCADA system was re-programmed to fully utilize the newly updated PLC code, allowing for greater troubleshooting and site reporting to operators. A new Radio System utilizing a licensed frequency was configured and installed. Commissioned the new Radio System, the updated SCADA system, and the PLC Code for the 11 Remote Lift Stations and the Master.

Jackie Uhling

juhling@H2Einc.com
23305 E Knox Ave, Bldg A
Liberty Lake, WA 99019
(509) 927-2424

Summary of Experience

Jackie Uhling – Automation Engineer

Jackie is an Automation Engineer with 4 years of experience in controls systems, programming, HMI development and project lifecycle management. Her project responsibilities have comprised of engineering, design verification, and commissioning. She has a myriad of applicable skills, including PLC programming, Rockwell RSLogix 500/5000, Studio 5000 and Modicon Control Expert. She is also proficient in HMI/SCADA Programming, including Inductive Automation Ignition Perspective and Vision, Rockwell Factory Talk Site Edition and Machine Edition, GE Cimplicity and iFix. Her skills also encompass VFD programming including Rockwell, Eaton, and Schneider drives , as well as General programming including Python and C++.

This expertise enables Jackie to procure the most optimized solution to any challenge a Client may face. Her diverse programming and on-site experiences allow her to be effective on projects from a myriad of industries, with a specialty focus on SCADA programming.

Education and Registrations

*Some Client names may have been redacted for NDA compliance.

Bachelor of Science	Electrical Engineering	University of Idaho
Certifications:	MSHA	
	PlantPAx - Rockwell	Rockwell
	Ignition 8.1	Inductive Automation

Relevant Project Experience Includes:

*Some Client names may be redacted for NDA compliance.

City of Post Falls - Municipal Wastewater SCADA Upgrade and HMI Conversion
Developed logic and Ignition HMI for a Tertiary and Membrane Filtration upgrade for a Wastewater Facility consisting of 6 new PLCs and a new HMI Platform. Upgraded existing PLCs (10) in use at the facility and converted existing HMI screens for standardization across the plant. Commissioned all PLCs and entire HMI and configured servers.

NorthWestern Energy Hydropower Utility – PLC and HMI Upgrade
Converted the existing Control System to improve code consistency and available control features. Developed new FactoryTalk View SE HMI Screens and System Alarms for a Spill Gate Control Upgrade. Commissioned modified PLC code and entire HMI.

Canola Manufacturing

Implemented two new CompactLogix Controllers for a Bulk Weighing System using PlantPAx objects. Modified existing FactoryTalk View SE HMI to add screens, alarms, and tags for new Bulk Weighing Equipment.

John Mackesy
jmackesy@H2Einc.com
23305 E Knox Ave, Bldg A
Liberty Lake, WA 99019
(509) 927-2424

Summary of Experience

John Mackesy – Automation Engineer

John has over 3 years of experience in controls systems, programming, HMI development and project life cycle experience. Project responsibilities include design, engineering, design verification, and commissioning. JJ has skills including PLC programming, Rockwell RSLogix 500/5000, PlantPAx, Studio 5000, Siemens TIA Portal, Siemens Step 7 Manager, HMI/SCADA Programming including Wonderware Intouch, Inductive Automation Ignition, VTSCADA, Rockwell FactoryTalk View, VFD programming including Rockwell and ABB drives, and general programming experience including Python, Matlab, C/C++. JJ is also familiar with report development and review including Microsoft Office and Foxit Phantom.

This expertise allows John to provide Controls/Automation support for projects in diverse industrial fields. JJ specializes in SCADA upgrades and is Rockwell PlantPAx certified.

Education and Registrations

Bachelor of Science	Electrical Engineering	University of Idaho
Certifications:	MSHA	
	PlantPAx	Rockwell

Relevant Project Experience Includes:

*Some Client names may be redacted for NDA compliance.

CDA Wastewater - SCADA Upgrade and HMI Conversion
Served as a Controls/Automation Engineer to convert entire site HMI platform from WonderWare to VTSCADA. Assisted in development of HMI screens, tags, and alarms for entire site. Assisted in development of testing documentation and commissioning new HMI implementation and control.

ADR2 Booster Pumps
Served as Controls/Automation Engineer to integrate the addition of three booster pump stations into the site SCADA system. Developed PLC program in Studio 5000 and HMI screens in FactoryTalk View. Assisted in development of testing documentation and commissioning of the new pump stations.

Walla Walla WWTP – PLC Upgrade

Served as Controls/Automation Engineer to engineer/design new PLC panels to replace aging SCADA infrastructure. Assisted in engineering/design of panels. Assisted in converting PLC programs to updated software. Assisted in development of testing documentation and commissioning of new PLCs.

Acid Wash, Lithium Reactor

Served as a Controls/Automation Engineer to integrate new Acid Wash process into the site SCADA system. This included designing/engineering a new Rockwell PLC panel, programming using PlantPAx, and developing HMI screens and tags using FactoryTalk View. Assisted in development of PLC code using Studio 5000 and PlantPAx, as well as development of HMI screens in FactoryTalk View SE. Assisted in development of testing documentation and commissioning the processes.

H2EINCORPORATED

SUMMARY

STATEMENT OF QUALIFICATIONS

March 31, 2025

Additional Information

Electrical Engineering
Power, Control,
SCADA Software,
and Communications

This certificate is awarded to

Barrett Urness

for the successful completion of the course

SI PlantPAx Assessment

by RAU School of Sales

Date: 3/19/2025

Charles W. Coy, Director

This certificate is awarded to

Jackie Uhling

for the successful completion of the course

SI PlantPAx Assessment

by RAU School of Sales

Date: 3/26/2025

Charles W. Coy, Director

This certificate is awarded to

Jj Mackesy

for the successful completion of the course

SI PlantPAx Assessment

by RAU School of Sales

Date: 3/26/2025

Charles W. Coy, Director

INDUSTRY: WATER AND WASTEWATER

Spokane Water Department

www.spokanewater.org

"The real value to us is that we have continuous monitoring and can identify problems more quickly. You have confidence that what the system is telling you is correct."

Mark Cleveland
Operations Supervisor

Wonderware Solution Brings Ease of Use and Scalability to Spokane Water Department

Goals

- Transition from a limited-capacity system to a new, more scalable water management solution
- The new solution needed to enable operators to make changes and additions without outside technical assistance

Challenges

- The former SCADA system was limited to 48 sites and was not adaptable to Spokane's growing needs
- Obsolete telemetry caused slow communications between the central control site and remote stations

Solutions and Products

- Wonderware System Platform
- Wonderware InTouch® HMI
- Wonderware Historian
- Wonderware ActiveFactory®

Results

- The Upriver Dam generates over 70 million kilowatts of electricity annually, which is enough to power the water plant, contributing to the department's sustainability efforts
- Lost water rates (measuring water wasted due to leaks, inaccurate metering or slow repairs) are at 6%, among the lowest in the nation
- The Wonderware system enables remote monitoring and control which has cut the frequency of travel to stations by about two-thirds while saving on vehicles and fuel
- The redundant SCADA system guarantees uninterrupted operations for the City of Spokane, 24/7
- The solution's scalable architecture and object-based implementation empower in-house staff to deploy applications and perform changes without outside help

invensys Wonderware®

Spokane, Washington – About 125 years ago, the leaders of the City of Spokane bought a small waterworks and set in motion a wave of innovation that continues today. Even then, they understood that the growth of the city depended on offering basic services to residents. But they probably could not have foreseen the large metropolitan area of today that has access to some of the highest quality, lowest cost drinking water in the state.

In addition to providing water, the City of Spokane Water and Hydroelectric Services Department manages the Upriver Dam, which generates over 70 million kilowatts of electricity annually. The dam and the energy it provides are integral to the city's sustainability – the power is used to pump water throughout Spokane and also provides enough excess energy to meet the annual needs of about 4,400 local households.

The development of this system has always bridged the past with the present while keeping an eye on the future. Starting with one pumping station that had a 10-million gallon per day capacity in 1895, today's plant is highly sophisticated, including more than 50 water pumping and storage sites spread out over 70 square miles and two hydroelectric powerhouses. In the summer, Spokane water usage runs at about 180 million gallons of water each day.

Growth Leads to a Need for Improvements

As Spokane expands, the Water and Hydroelectric Services Department recognizes that it must accommodate increasing demands for water and power. Its 1980s Supervisory Control and Data Acquisition (SCADA) system was limited in the number of sites it could serve. It also did not allow the level of control that the Department wanted, so an upgrade was planned.

H2E, Inc., a local Spokane Wonderware certified system integrator, was tapped for the project, with Wonderware PacWest also providing assistance. The Department was convinced that H2E had the skills to create a new SCADA system that would provide reliability, ease of use, scalability and improved in-house management as well as integration of their old system with new components.

"The Wonderware Suite provides a very flexible platform to address our clients' needs. Adaptation of the software to the various markets H2E serves is a key consideration in addressing our client's expectations," said Doug Ransdell, H2E Business Development Officer.

The Power of Templates

Continuous service was maintained during the transition to the new Wonderware solution. Master templates were developed that would provide robust capabilities throughout the system, whether they were applied to booster stations, wells or other sites.

First, existing remote telemetry units (RTUs) were replaced with new programmable logic controllers (PLCs). This allowed the Department to leverage the similar code of these nodes through the new Wonderware System Platform. Additionally, radio units are now in place, speeding communications time between the central control room, remote units and operators in the field.

When a new station is added, the appropriate template is loaded. In-house Department engineers can quickly deploy the template to bring the new location online, sometimes in as little as an hour and a half. In the old system, outside resources were required for additions and changes. But with the Wonderware software, Spokane engineers can save both time and money by managing the system themselves.

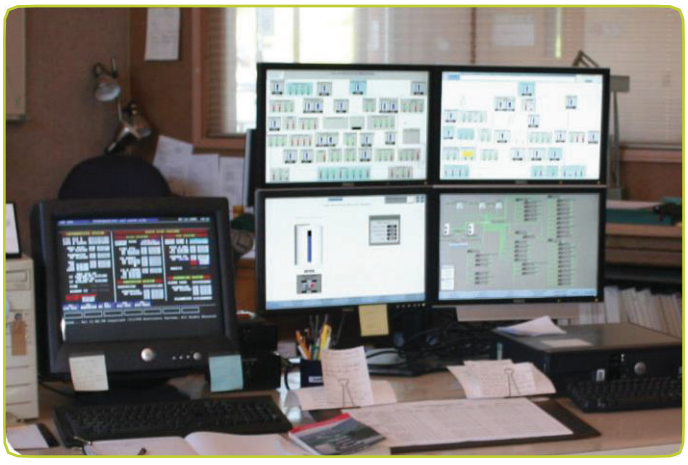
Gary Zickler, Operations Manager, said ,"We create and turn on new stations ourselves and they all look the same, which makes it easier for operators to use at three o'clock in the morning."

Popular with Operators

Operators are fans of the new system too. After sites are configured, employees can make changes easily with the intuitive Wonderware InTouch® Human Machine Interface (HMI). Standardized graphics mean that the entire system is recognizable at a glance, so operators don't have to worry about learning to operate new stations. Because all stations are instantly familiar, training is easier and more efficient.

According to Mark Cleveland, Operations Supervisor, "The biggest selling point was the interface between the operator and the system – people who use it actually like it."

And, since the operators are responsible for 24/7, uninterrupted water service, they also appreciate that the new system is fully redundant. If a SCADA server goes offline or is taken down for scheduled maintenance, communications and alarms automatically switch over and the system can be managed from a redundant station. The new architecture and PLCs are designed so there is no single point of failure, which brings peace of mind and allows operators to concentrate on their assigned duties, rather than worrying about reliability.



Enhanced Control Saves Time and Money

With 57 sites and more to come, the Department was aware that it could not continue to operate as usual. In the past, engineers traveled from the master station, visiting each remote location to take measurements and perform inspections.

Now, the Wonderware solution is helping to save time as well as money. Operators can monitor each site through the HMI and make repairs and changes without physically going to them. Time spent traveling is now about one-third of what it was before the Wonderware software was in place. And along with better use of operator time, fuel and insurance costs plus wear and tear on vehicles are greatly reduced.

Another important benefit of the new system is a decrease in lost water rates. Because of the SCADA solution's improved automation and notification, less water is wasted due to leaks, inaccurate metering or slow repairs. In fact, at 6%, Spokane's lost water rate is one of the lowest in the United States.

Reporting Also Adds to Efficiency

The Spokane Water and Hydroelectric Services Department monitors and tests water quality around the clock to ensure safety and security. Additionally, it must conform to compliance and reporting mandates from the U.S. Federal

Energy Regulatory Commission (FERC), the North American Electric Reliability Corporation (NERC), NIOSH, the Department of Health and others.

To help manage these diverse requirements, the Wonderware solution provides both real-time and historical information. Wonderware Historian gathers data and then Wonderware ActiveFactory® provides trending statistics.

Using both on-screen tracking and reports, department staff members use their expertise to trouble-shoot the system. Many issues can be corrected before they become disruptive. And new stations can be planned and designed to meet both current and future estimated needs. Plus, Wonderware software reports can be exported to Microsoft® Excel® and Word® for easy communication to management.

Planning for Tomorrow

Since the late 1800s, the City of Spokane has been committed to providing a safe and continuous supply of water and power. Today, the Wonderware software solution is helping the Water and Hydroelectric Services Department increase efficiency and flow confidently into the future. Working together, they will contribute significantly to opportunities for further economic growth.

Invensys • 5601 Granite Parkway III, #1000, Plano, TX 75024 • Tel: (469) 365-6400 • Fax: (469) 365-6401 • www.invensys.com

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Rel. 12/09

License Information:

New search Back to results

Entity name: HUNGRY HORSE ENGINEERING, INC.

Business name: H2E

Entity type: Profit Corporation

UBI #: 601-962-638

Business ID: 001

Location ID: 0001

Location: Active

Location address: 23305 E KNOX AVE
LIBERTY LAKE WA 99019-9461

Mailing address: 23305 E KNOX AVE BLDG A
LIBERTY LAKE WA 99019-9461

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this loca	License #	Count	Details	Status	Expiration date	First issuance d
Liberty Lake General Business	00361			Active	Jun-30-2026	Apr-25-2005
Spokane General Business - Non-Resident	T11046962BUS			Active	Jun-30-2026	Oct-15-2012

Owners and officers on file with the Department of Revenue

Owners and officers	Title
BADEN, CAMERON	
HECKERMAN, NEIL	
KUBALE, JACOB	
LAUER, DOUG	

Owners and officers	Title
MCDANIEL, JESSE	
PEFLEY, TROY	

Registered Trade Names

Registered trade names	Status	First issued
H2E	Active	Jun-07-1999

The Business Lookup information is updated nightly. Search date and time: 5/30/2025 8:30:04 AM

Contact us

How are we doing?
Take our survey!

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/30/2025

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

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

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549 License#: 6003745	**CONTACT NAME:** Allison Barga **PHONE (A/C, No, Ext):** 360-626-2007 **FAX (A/C, No):** 360-626-2007 **E-MAIL ADDRESS:** Allison.Barga@AssuredPartners.com
INSURED Hungry Horse Engineering Inc dba H2E, Inc 23305 East Knox Avenue, Bldg A Liberty Lake WA 99019 8141	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Underwriters at Lloyd's, London/AP Beazley Syndica **INSURER B :** Hartford Underwriters Insurance Company 30104 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1023560053 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	52SBWBF6SP1	11/10/2024	11/10/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	52SBWBF6SP1	11/10/2024	11/10/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000	Y	Y	52SBWBF6SP1	11/10/2024	11/10/2025	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		52SBWBF6SP1	11/10/2024	11/10/2025	PER STATUTE X OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	WA Stop Gap $ 1,000,000 $ 1,000,000 $ 1,000,000
A A	Professional Liab: Claims Made Excess Professional Liability			0002012062/024 1525/24U10476	11/10/2024 11/10/2024	11/10/2025 11/10/2025	$2,000,000 Per Claim $3,000,000 Per Claim	$2,000,000 Aggr $3,000,000 Aggr

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

The certificate holder is an additional insured per the attached.
Insured owns no company vehicles; therefore, hired/non-owned auto is the maximum coverage that applies.
The following policies are included in the underlying schedule of insurance for umbrella/excess liability: General Liability/Auto Liability/Employers Liability.
City of Spokane, its officers and employees are additional insureds per the attached. Insurance coverage includes waiver of subrogation per the attached endorsement(s). 30 days Notice of Cancellation per the attached.

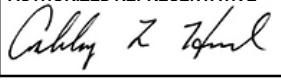
CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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BUSINESS LIABILITY COVERAGE FORM

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

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the insurance company shown in the Declarations.

"Policy period", as used in this Coverage Part**,** means the period from the effective date of this Coverage Part to the expiration date of the Coverage Part as stated in the Declarations or the date of cancellation, whichever is earlier.

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

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

A. COVERAGES

1. Business Liability Coverage (Bodily Injury, Property Damage, Personal And Advertising Injury) Insuring Agreement

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

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

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

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

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

b. This insurance applies:

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

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

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

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

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

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

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

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

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(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

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

e. Incidental Medical Malpractice

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

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

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

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

2. Medical Expenses

Insuring Agreement

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

(1) On premises you own or rent;

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

(3) Because of your operations;

provided that:

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

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

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

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

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

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

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

3. Coverage Extension - Supplementary Payments

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

(1) All expenses we incur.

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

(3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish, finance, arrange for, guarantee, or collateralize these bonds, whether the collateralization is characterized as premium or not.

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

(5) All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed against the insured.

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

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

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

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

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

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

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

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

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

(6) The indemnitee:

(a) Agrees in writing to:

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

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

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

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

(b) Provides us with written authorization to:

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

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

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

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

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

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

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

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

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

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

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b. Contractual Liability

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

(2) "Personal and advertising injury"

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

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

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

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

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

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

c. Liquor Liability

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

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

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

(3) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol; or

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

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury" or "property damage" involved that which is described in Paragraph **(1), (2), (3)** or **(4)** above.

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

d. Workers' Compensation And Similar Laws

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

e. Employer's Liability

"Bodily injury" to:

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

(a) Employment by the insured; or

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

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

This exclusion applies:

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

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

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

f. Pollution

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

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this paragraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to this Coverage Part as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

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

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

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

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this paragraph does not apply to:

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

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

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

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

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

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

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

g. Aircraft, Auto Or Watercraft

(1) Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Exclusion **g.(1)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

(2) Aircraft (Other Than Unmanned Aircraft), Auto or Watercraft

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

This Exclusion **g.(2)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This Exclusion **g.(2)** does not apply to:

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

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

(i) Less than 51 feet long; and

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

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

(d) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft (other than "unmanned aircraft") or watercraft;

(e) "Bodily injury" or "property damage" arising out of:

(i) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

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

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

h. Mobile Equipment

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

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

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

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i. War

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

(1) War, including undeclared or civil war;

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

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

j. Professional Services

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

(1) Legal, accounting or advertising services;

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

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

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

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

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

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

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

(9) Any:

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

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

(c) Similar services;

(10) Pharmaceutical services including but not limited to:

(a) The administering, prescribing, preparing, distributing or compounding of pharmaceutical drugs, vaccinations, immunizations or any of their component parts;

(b) The providing of or failure to provide home health care or home infusion products or services; and

(c) Advising and consulting customers;

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

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the “bodily injury”, “property damage”, or “personal and advertising injury” arises out of the rendering of or the failure to render any professional service.

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

k. Damage To Property

"Property damage" to:

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

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

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(3) Property loaned to you;

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

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

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

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

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

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

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

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

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

l. Damage To Your Product

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

m. Damage To Your Work

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

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

n. Damage To Impaired Property Or Property Not Physically Injured

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

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

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

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

o. Recall Of Products, Work Or Impaired Property

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

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

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

p. Personal And Advertising Injury

"Personal and advertising injury":

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

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

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

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

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

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

(7) Arising out of:

(a) Any actual or alleged infringement or violation of any intellectual property rights, such as copyright, patent, right of publicity, trademark, trade dress, trade name, trade secret, service mark or other designation of origin or authenticity; or

(b) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made against you, or by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

(i) Infringement, in your "advertisement", of:

a. Copyright;

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

c. Title of any literary or artistic work; or

(ii) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

Paragraph **(7)(b)ii** above shall not apply to claims or "suits" alleging infringement or violation of trademark, trade dress, trade name, service mark or other designation of origin or authenticity.

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

(a) Advertising, broadcasting, publishing or telecasting;

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

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

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

For the purposes of this exclusion, the placing of frames, borders, or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting;

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

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

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

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

(12) Arising out of:

(a) Advertising content for others on your web site;

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

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

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

(i) Your web site; or

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

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

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

(15) Arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information; or

(16) Arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "personal and advertising injury" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

However, this exclusion does not apply if the only allegation in the claim or "suit" involves an intellectual property right which is limited to:

(a) Infringement, in your "advertisement", of:

(i) Copyright;

(ii) Slogan; or

(iii) Title of any literary or artistic work; or

(b) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

q. Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability

(1) Damages because of “bodily injury” or “property damage” arising out of any access to or disclosure of any person’s or organization’s confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

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

This exclusion applies even if such damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraphs **(1)** or **(2)** above.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to damages because of “bodily injury”.

r. Employment-Related Practices

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

(1) A person arising out of any:

(a) Refusal to employ that person;

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

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

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

This exclusion applies:

(1) Whether the injury-causing event described in Paragraphs **(a)**, **(b)**, or **(c)** above occurs before employment, during employment or after employment of that person;

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

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

s. Asbestos

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

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or “suit” alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or “suit” for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning Or Explosion

Exclusions **c.** through **h.** and **k.** through **o.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **D.** Liability And Medical Expenses Limits Of Insurance.

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

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c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business, other than that described in **b.** through **e.** below, of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

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(a) Owned, occupied or used by:

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator Of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons or property for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

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a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.

b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

a. The limits of insurance required in a written contract, written agreement or permit; or

b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this Policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this Policy and the endorsements is the single highest limit of liability of all

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coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph **3.** above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured under this Coverage Part must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured under this Coverage Part must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You or any additional insured under this Coverage Part must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or “suit”;

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured under this Coverage Part, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with such additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured under this Coverage Part only when such "occurrence", offense, claim or "suit" is known to:

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(1) You or any additional insured under this Coverage Part that is an individual;

(2) Any partner, if you or an additional insured under this Coverage Part is a partnership;

(3) Any manager, if you or an additional insured under this Coverage Part is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or an additional insured under this Coverage Part is a corporation;

(5) Any trustee, if you or an additional insured under this Coverage Part is a trust; or

(6) Any elected or appointed official, if you or an additional insured under this Coverage Part is a political subdivision or public entity.

This Paragraph **f.** applies separately to you and any additional insured under this Coverage Part.

3. Legal action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Policy to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom a claim is made or "suit" is brought.

5. Representations

a. When You Accept This Policy

By accepting this Policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this Policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

6. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk, Owner Controlled Insurance Program or OCIP, Contractor Controlled Insurance Program or CCIP, Wrap Up Insurance or similar coverage for "your work";

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(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **B.** Exclusions.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **B.** Exclusions.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

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If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

7. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purpose of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purpose of attracting customers or supporters is considered an advertisement.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means:

a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

a. Injury;

b. Sickness; or

c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in **a.** above;

(2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or

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(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication.

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

7. "Electronic data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of “electronic data”, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section **D.** Liability And Medical Expenses Limits Of Insurance.

b. A sidetrack agreement;

c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;

d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement; or

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

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(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, on which are permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in **a., b., c.,** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in **a., b., c.,** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, “mobile equipment” does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where they are licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law or motor vehicle registration law are considered “autos”.

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

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a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral, written, electronic, or any other manner of publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written, electronic, or any other manner of publication of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".

18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. "Products-completed operations hazard";

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or

(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

20. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.

As used in this definition, "electronic data" is not tangible property.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

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22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Unmanned aircraft" means an aircraft that is not:

a. Designed;

b. Manufactured; or

c. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

24. "Volunteer worker" means a person who:

a. Is not your "employee";

b. Donates his or her work;

c. Acts at the direction of and within the scope of duties determined by you; and

d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

25. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

26. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THE HARTFORD

BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section **C. WHO IS AN INSURED**:

Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs **a**. through **f**. below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

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(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Paragraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises;

(b) In the performance of your ongoing operations performed by you or on your behalf; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

(i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the “bodily injury”, “property

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damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit

(1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

(1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs **a**. through **e**. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations performed by you or on your behalf;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs **f.(2)(a)** or **f**.**(2)(b)** above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THE HARTFORD

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

B. If this policy is cancelled by the company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

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Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 07/28/2025

Committee Agenda type: Consent

Council Meeting Date: 08/18/2025

Date Rec'd	7/16/2025		
Clerk's File #	OPR 2025-0551		
Cross Ref #			
Project #			
Submitting Dept	INFORMATION TECHNOLOGY	**Bid #**	RFP 4480-18
Contact Name/Phone	PEGGY LUND X6954	**Requisition #**	
Contact E-Mail	KLUND@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	MCATHCART PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	5300 SYSTEMS & SOFTWARE UTILITY BILLING (ENQUESTA) ANNUAL		

Agenda Wording

Contract with Systems & Software for Annual Support and Maintenance of enQuesta, City's Utility Billing Management System. Contract term is November 1, 2025 through October 31, 2026. Contract amount is $232,860.60 plus applicable sales taxes.

Summary (Background)

enQuesta is the City's Utility Billing System procured via a competitive RFP process (OPR2019-0364). Contract term is November 1, 2025 through October 31, 2026 for a total amount of $232,860.60. The increase in price is due to the annual contractual CPI.

What impacts would the proposal have on historically excluded communities?

Not applicable – annual software maintenance

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

Not applicable – annual software maintenance

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Not applicable – annual software maintenance

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service for our Utility Billing Management System contract.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 232,860.60 plus applicable tax
Current Year Cost	$ 232,860.60
Subsequent Year(s) Cost	$

Narrative

This request is for software maintenance and support which is contractually required by the software vendor.

Amount		Budget Account
Expense	$ 232,860.60	# 5300 73300 18850 54820
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source

Funding Source Type Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		Additional Approvals	
Dept Head	MARTINEZ, LAZ	PURCHASING	NECHANICKY, JASON
Division Director			
Accounting Manager	BAIRD, CHRISTI		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

EVP - Julie Hextell - jhextell@harriscomputer.com	Accounting - ywang@spokanecity.org
Contract Accounting - ddaniels@spokanecity.org	Legal - mharrington@spokanecity.org
Purchasing - cwahl@spokanecity.org	IT - itadmin@spokanecity.org
Tax & Licenses	

City Clerk's No. OPR 2025-0551

City of Spokane

CONTRACT

THIS CONTRACT is between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **SYSTEMS & SOFTWARE, INC.,** whose address is10 East Allen Street, Suite 201, Winooski, Vermont 05404, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. PERFORMANCE. The Company will provide Utility Billing Software (enQuesta) Maintenance and Support, in accordance with Company's Proposal dated June 25, 2025, attached as Exhibit B. Company was selected through Request for Proposal No.4480-18 and the Brand Name/Standardization Justification. In the event of a discrepancy between the documents this City Contract controls.

Defined terms:

(1) **"Release"** means an Update and an Upgrade**.**
(2) **"Software"** means the software products that are listed in Exhibit 1 and includes any Update(s) or Upgrade(s) that have been provided to City of Spokane. Third Party Software is not included in the definition of Software except where this License Agreement explicitly states otherwise.
(3) **"Update"** means any published changes, additions or corrections to the Software that primarily include a minor modification or enhancement to the Software related to a bug fix, minor additional functionality or legislative changes. An Update is designated by a change in the right-most digit in the version number (for example, a change from X.1 to X.2).
(4) **"Upgrade"** means a major overhaul of the Software which is a complete new published version of the Software that modifies, revises or alters the Software and adds features, functionality or enhancements to such Software. An Upgrade is designated by a change in the number to the left of the decimal point in the version number (for example, a change from 1.X to 2.X.

2. CONTRACT TERMS. The Contract shall begin November 1, 2025, and run through October 31, 2026, unless amended by written agreement or terminated earlier under the provisions. This Contract may be renewed on an annual basis by written agreement of the parties not to exceed four (4) one (1) year renewals, subject to adjustment to pricing as noticed by Company prior to the renewal date.

3. COMPENSATION. Total compensation under this Contract for the first year shall not exceed **TWO HUNDRED THIRTY-TWO THOUSAND EIGHT HUNDRED SIXTY AND 60/100 DOLLARS ($232,860.60)**, plus applicable sales tax; for everything furnished and done under this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 1 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract Additional renewals shall adjust the not-to-exceed amount by the agreed-upon amount for each subsequent year.

4. PAYMENT. The Company shall send its application for payment to Information Technology, Administration Office, Seventh Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law.

5. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations.

6. ASSIGNMENTS. This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent, which will not be unreasonably withheld.

7. AMENDMENTS. This Contract may be amended at any time by mutual written agreement.

8. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Contract.

9. OWNERSHIP. Title to and ownership of all proprietary rights in the Releases and all related proprietary information supplied by Company in providing the services pursuant to this Support and Maintenance Agreement shall at all times remain with Company, and the City of Spokane shall acquire no proprietary rights by virtue of this Support and Maintenance 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.

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 endeavoring to provide 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" , as well as all of the parties who are additional insureds.. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. LIMITATION OF LIABILITY.
BOTH PARTIES AGREE THAT COMPANY' ENTIRE LIABILITY (UNDER CONTRACT OR IN TORT INCLUDING FUNDAMENTAL BREACH, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), IF ANY, FOR ANY DAMAGES RELATING TO OR ARISING UNDER THIS AGREEMENT SHALL NOT EXCEED IN THE AGGREGATE FEES PAID TO COMPANY BY THE CITY UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE TIME THAT THE CLAIM AROSE.

IN ADDITION TO THE FOREGOING, COMPANY SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOST REVENUE OR LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, FAILURE TO REALIZE EXPECTED SAVINGS, OR COST OF SUBSTITUTE GOODS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF CITY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH LOSS OR DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

12. DEBARMENT AND SUSPENSION. The Company has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

13. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.

14. STANDARD OF PERFORMANCE. The silence or omission in the Contract regarding any detail required for the proper performance of the work, means that the Company shall perform the best general practice.

15. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin,

honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Company agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Company.

16. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Company shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Company does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

17. AUDIT / RECORDS. The Company and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Company and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.

18. CONFIDENTIALITY/PUBLIC RECORDS. Notwithstanding anything to the contrary, City will maintain the confidentiality of Company's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Company's materials or information and the City determines there are exemptions only the Company can assert, City will endeavor to give Company notice. Company, at its own expense, will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Company does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

19. DISPUTES. This Contract shall be performed under the laws of the State of Washington. Any litigation to enforce this Contract or any of its provisions shall be brought in Spokane County, Washington.

20. SUPPORT METHODS. Company shall provide software support primarily via telephone and electronic mail in addition to site visits only when necessary. The support services will be provided only during the hours of operation as described in Exhibit C hereto and which are in effect as of the date of this Agreement, as such services may, at Company's sole discretion, be modified or supplemented from time to time. To enable Company to provide effective support, the City of Spokane will establish auto remote access procedures compatible with Company's then current practices which may be revised over time.

SYSTEMS & SOFTWARE, INC.

By_____
Signature Date

_____
Type or Print Name

_____
Title

Attest:

_____
City Clerk

CITY OF SPOKANE

By _____
Signature Date

_____
Type or Print Name

_____
Title

Approved as to form:

_____
Assistant City Attorney

Attachments that are part of this Agreement:
Exhibit A – Certificate Regarding Debarment
Exhibit B – Company's Proposal dated June 25, 2025
Exhibit C –Company's Standard Support Guidelines

25-155a

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

As amended on 8/18/2025

EXHIBIT C

As amended on 8/18/2025

SYSTEMS & SOFTWARE

DATE June 25th, 2025

Client Name: City of Spokane

Client Address:
914 E North Foothills Dr.
Spokane, WA 99207
Attn: Brandon Meiers

RE: 2025 Maintenance Quote – enQuesta

Dear Brandon,

We appreciate you as a valued customer!

Your annual maintenance ensures that you have access to support staff to answer questions and address issues every weekday from 8:00am to 6:00pm, eastern time, and after-hours pager support. S&S also provides defined support levels to prioritize your business needs, access to training sessions, regular updates on functionality, and our annual HCTC conference (to be held in San Diego in 2025).

S&S is always enhancing our product, and this past year has been an emphasis on security. As part of your maintenance, we have improved many of the offerings for managed services (hosted) customers. Along with the IT Management offering we now have a complete compliance and cybersecurity program. This includes fully tested disaster recovery plan, incident response plan, vulnerability management, monthly patch management, system event and notification, among others.

We also offer extended services that can be tailored to your needs:

- Enhanced Disaster Recovery - We can offer an enhanced DR service to meet your specific recovery time objective and recovery point objectives.
- Enhanced Backup Retention - We can work with you to meet your specific backup retention requirements over and above the baseline service offering.
- Customer Focused Disaster Recovery Testing - We will work with you directly to test the disaster recovery plan to ensure each customers unique DR needs are addressed.
- Audit Assistance - We will work with you to address any auditing related requirements that have to do with the managed services offerings.

Contact your Account Manager if you are interested in more information on the extended services described above.

SYSTEMS & SOFTWARE

The yearly maintenance amount from November 1, 2025, to October 31, 2026, has been revised to the following:

Product	Support Period		Total Invoice
Support and Maintenance	11/1/2025	10/31/2026	167,648.41
Hosting	11/1/2025	10/31/2026	51,889.42
CO05 Credit Refund Check Writing Interface	11/1/2025	10/31/2026	1,397.83
CO08 Convert and Download Add Service Location Comments Maintena	11/1/2025	10/31/2026	324.14
CO09 Accela Interface Maintenance	11/1/2025	10/31/2026	891.38
CO18 Integration with US Bank maintenance	11/1/2025	10/31/2026	7,293.04
CO26 - Populate Meter Set Date and Pass to ServiceLink	11/1/2025	10/31/2026	2,228.43
CO31 - Neptune Upload and Download Maintenance	11/1/2025	10/31/2026	729.31
CS26865 - Bill Print Support	11/1/2025	10/31/2026	458.64
Total 2025 Maintenance Renewal			**232,860.60**

S&S Terms and Conditions:

1. This quote is valid for all current services as: November 1, 2025, to October 31, 2026, and subject to change based on future services or change orders offered after the effective date.
2. Except as otherwise set forth herein, this maintenance renewal will be subject to the terms and conditions of the existing support and maintenance agreement between you and S&S. Any changes to support maintenance will be contained in separate quotes related to modifications or enhancements that you request.
3. Please provide an authorized signature indicating your acceptance of this quote for 2025/26 Maintenance Services.

Systems & Software appreciates the opportunity to be of continued service and values your business. If there are any questions about this quote, please do not hesitate to reach out to your Customer Success Manager.

IN WITNESS WHEREOF, the undersigned have executed this AGREEMENT on the dates listed below:

Customer/Organization: City of Spokane

Date: _____ _____

City of Spokane

Date: _____ _____

Adam Smith, EVP of S&S

Each individual signing this agreement directly and expressly warrants that they have been given and has received and accepted authority to sign and execute the agreement on behalf of the party for whom it is indicated. They have further been expressly given and received and accepted authority to enter into a binding agreement on behalf of such party concerning the matters contained herein and as stated herein.

SYSTEMS & SOFTWARE

Peggy Lund
City of Spokane, | Senior Information Technology Manager
Spokane Washington
Email: klund@spokanecity.org
Office: (509)625-5954

Dear Customer,

Please review the following affirmation that will serve as a sole source statement from Systems & Software division of Harris Utilities Group.

Systems & Software, a division of Harris Utilities Group, developed proprietary software and integration that provides its enQuesta CIS solution for utilities to manage their Utility Billing. This Integration and software is only available directly from Harris Utility Group, there are currently no regional distributors for this product in the United States.

Please let me know if you have any questions, thank you.

Sincerely,
Michael Lamontagne
Director of Sales, Systems & Software
MLamontagne@harriscomputer.com
(802) 233-2978

License Information:

New search Back to results

Entity name: SYSTEMS & SOFTWARE, INC.

Business name: SYSTEMS & SOFTWARE, INC.

Entity type: Profit Corporation

UBI #: 604-404-683

Business ID: 001

Location ID: 0001

Location: Active

Location address: 10 EAST ALLEN STREET
WINOOSKI VT 05404

Mailing address: 10 EAST ALLEN STREET
WINOOSKI VT 05404

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this loca	License #	Count	Details	Status	Expiration date	First issuance d
Spokane General Business - Non-Resident				Active	Mar-31-2026	May-02-2019

Owners and officers on file with the Department of Revenue

Owners and officers	Title
BENDER, JEFF	
NEALE, AMANDA	
RICHARDSON, TODD	

Registered Trade Names

Registered trade names	Status	First issued

Registered trade names	Status	First issued
SYSTEMS AND SOFTWARE INCORPORATION	Active	Jul-03-2019

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 7/1/2025 2:30:00 PM

Contact us

How are we doing?
Take our survey!

Don't see what you expected?
Check if your browser is supported

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/27/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh Canada Limited
120 Bremner Blvd., Suite 800 Attn: Canada.Certrequest@marsh.com
Toronto, ON, M5J 0A8

CN102165922-sndrd-GAWUP-24-25 Harris

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Federal Insurance Company	20281
INSURER B : Great Northern Insurance Company	20303
INSURER C : ACE American Insurance Company	22667
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Systems & Software, Inc., A DIVISION OF
N. HARRIS COMPUTER CORPORATION
10 E Allen St Ste 201,
Winooski, VT 05404

COVERAGES **CERTIFICATE NUMBER:** HOU-003831474-13 **REVISION NUMBER:** 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	**COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			9950-48-39 EUC	09/27/2024	09/27/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 1,000,000 25,000 1,000,000 2,000,000 1,000,000
B	**AUTOMOBILE LIABILITY** [X] ANY AUTO [X] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			7360-03-97	09/27/2024	09/27/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
A	[X] **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [ ] RETENTION $			9365-24-30	09/27/2024	09/27/2025	EACH OCCURRENCE AGGREGATE	$ $	9,000,000 9,000,000
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		71764342	09/27/2024	09/27/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000
A	Professional Liability Tech E&O & Cyber			D01813225	09/27/2024	09/27/2025	Limit SIR - $5M		10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CITY OF SPOKANE, ITS OFFICERS AND EMPLOYEES ARE ADDED AS ADDITIONAL INSUREDS WITH RESPECT TO THE COMMERCIAL GENERAL LIABILITY POLICY, BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED WHERE REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

CITY OF SPOKANE

808 W. SPOKANE FALLS BLVD., 7TH FLOOR
SPOKANE, WA 99201-3344

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA LLC

Marsh USA Inc.

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Agenda Sheet for City Council:

Committee: PIES **Date:** 07/21/2025

Committee Agenda type: Discussion

Council Meeting Date: 08/18/2025

Date Rec'd	7/16/2025		
Clerk's File #	OPR 2025-0436		
Cross Ref #			
Project #	2024063		
Submitting Dept	ENGINEERING SERVICES	**Bid #**	
Contact Name/Phone	DAN BULLER 6391	**Requisition #**	
Contact E-Mail	DBULLER@SPOKANECITY.ORG		
Agenda Item Type	Engineer Construction Contract		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	0370 - SPRAGUE/ALKI/BROADWAY GRIND & OVERLAY CHANGE ORDER #1		

Agenda Wording

Change Order No. 1 for the contract with Inland Asphalt Company for the Sprague/Alki/Broadway Grind & Overlay project relating to street and water main improvements for $1,500,000.

Summary (Background)

Because bids for the Sprague-Broadway/Alki Grind & Overlay came in $800,000 below the engineer's estimate, the city requested and received permission from WSDOT to spend that savings to rebuild (rather than just grind & overlay) the two westbound lanes on Sprague between Freya & Havana (excluding the intersections). The estimated cost is approximately $500,000. In conjunction with that improvement, the water department will replace the 110 year old water main beneath the pavement at an estimated cost of just under $1 million. The age of a water main will not survey a full reconstruction above it. If approved by the Council, this work will be processed as a change order to the existing contract.

What impacts would the proposal have on historically excluded communities?

Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, distribute public investment throughout the community, and respond to gaps in services identified in various City plans.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$** 1,500,000
Current Year Cost	**$** 1,500,000
Subsequent Year(s) Cost	**$**

Narrative

Pending budget transfer for the Water portion of this project.

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	One-Time
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	One-Time

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		**Additional Approvals**	
Dept Head	BULLER, DAN		
Division Director	FEIST, MARLENE		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
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eraea@spokanecity.org	pyoung@spokanecity.org
dbuller@spokanecity.org	KYoung@spokanecity.org
mvallen@spokanecity.org	

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 07/28/2025

Committee Agenda type: Discussion

Council Meeting Date: 08/18/2025

Date Rec'd	7/22/2025
Clerk's File #	ORD C36739
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	HUMAN RESOURCES
Contact Name/Phone	DEBBIE 6373
Contact E-Mail	DDECORDE@SPOKANECITY.ORG
Agenda Item Type	Special Budget Ordinance
Council Sponsor(s)	PDILLON BWILKERSON
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	0620-SPECIAL BUDGET ORDINANCE – Q3 2025 HR RANGE CHANGES

Agenda Wording

SBO Q3 2025 salary analysis range changes

Summary (Background)

The City's Human Resources department conducted an internal and external salary analysis of the below job classifications due to a change in duties and job responsibilities. The individual job classifications effected by the salary analysis are listed below. Upon approval, these range changes will be put into effect in the HR system and incumbents' pay will be adjusted.

What impacts would the proposal have on historically excluded communities?

Ensures compensation equity

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

Ensure compensation equity

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

If the City's compensation plan and/or job classifications are left unchanged, there is a risk of losing parity with the compensation plans of outside organizations, resulting in difficulty hiring or retaining existing employees.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Ensures compensation equity

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

Total cost with former ranges, Citywide: $(564)-$689 and General Fund: $7,078-$10,294. Current year cost: For SPNs with former ranges, Citywide: $(564)-$689 and General Fund: $7,078- : $7,078-$10,294 The cost in subsequent years will be TBD

Amount		Budget Account
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Reserves

Is this funding source sustainable for future years, months, etc?

No, additional revenues or a reduction of expenses will need to occur to accommodate this in future years.

Expense Occurrence	Recurring

Other budget impacts (revenue generating, match requirements, etc.)

Personnel budgets will not be increased for these changes. Existing personnel budgets are expected to cover the increased expense due to vacancy savings or cost reductions. If vacancy savings or cost reductions aren't sufficient, the increase will be funded with reserves or unappropriated fund balance.

Approvals		Additional Approvals	
Dept Head	ADAM, ALLISON	**MANAGEMENT &**	STRATTON, JESSICA
Division Director	ADAM, ALLISON		
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	

Council Briefing Paper
Finance & Administration Committee

Committee Date	07/28/2025
Submitting Department	Human Resources
Contact Name	Allison Adam, Director of HR
Contact Email & Phone	aadam@spokanecity.org
Council Sponsor(s)	CM Dillon & CM Cathcart
Select Agenda Item Type	☒ Discussion Time Requested: 5 min
Agenda Item Name	Special Budget Ordinance – Q3 2025 HR Range Changes
Grant Item	☐ Yes ☒ No
Proposed Council Action	☒ Approval to proceed to Legislative Agenda

Summary

What is the specific purpose or need for the budget adjustment?

What changes or developments have triggered this request?

The City's Human Resources department conducted an internal and external salary analysis of the below job classifications due to a change in duties and job responsibilities. The individual job classifications effected by the salary analysis are listed below. Upon approval, these range changes will be put into effect in the HR system and incumbents' pay will be adjusted.

Union	SPN/ Job Code	Title	From Grade	To Grade	Former Range	New Range
Civil Service Request						
Local 270	663	Water Hydroelectric Maintenance Foreperson	A05-48	A05-50	$66,356.64 - $109,265.04	$68,256.72-$112,188.24
M&P-B to M&P-A	585	Waste to Energy Plant Manager	A02-62	A01-58	$ 119,913.84-$170,881.92	$109,807.92 - $154,136.16
M&P-B	120	Assistant Court Administrator	A02-40	A02-44	$ 69,467.76-$98,428.32	$76,546.08-$108,722.16
Department Director Request						
M&P-A	721	Child and Family Initiative Manager	---	A01-50	---	$88,907.04-$124,507.44
Union Request						
Local 270	638	Fire Apparatus Maintenance Foreperson	A05-44	A05-46	$62,640.00-$103,188.96	$64,456.56-$106,153.92
Elected and Other Agencies	959A	Court Administrator	---	A09-69	---	$161,110.08 $204,060.24

Fiscal Impact

Approved in current year budget? ☐ Yes ☒ No ☐ N/A

Total Cost: For SPNs with former ranges, Citywide: $(564)-$689 and General Fund: $7,078-$10,294. However, for SPNs without a former range, indeterminable.

Current year cost: For SPNs with former ranges, Citywide: $(188)-$230 and General Fund: $2,359-$3,431. However, for SPNs without a former range, indeterminable.

Subsequent year(s) cost: The cost in subsequent years will be the total cost ranges above multiplied by the contracted Cost of Living Adjustments (COLAs) applicable to that year and union.

Funding Source ☐ One-time ☒ Recurring ☐ N/A
Specify funding source: Reserves
Is this funding source sustainable for future years, months, etc? No, additional revenues or a reduction of expenses will need to occur to accommodate this in future years.

Expense Occurrence ☐ One-time ☒ Recurring ☐ N/A

Other budget impacts: Personnel budgets will not be increased for these changes. Existing personnel budgets are expected to cover the increased expense due to vacancy savings or cost reductions. If vacancy savings or cost reductions aren't sufficient, the increase will be funded with reserves or unappropriated fund balance.

Operations Impacts (If N/A, please give a brief description as to why)

- What are the net impacts this adjustment will have on the specifically affected line items?
  No budget change will be made this year, but personnel expenses will change in the effected funds.

- What operational changes will occur because of this adjustment?
  No operational changes.

- What are the potential risks or consequences of not approving the budget adjustment?
  If the City's compensation plan and/or job classifications are left unchanged, there is a risk of losing parity with the compensation plans of outside organizations, resulting in difficulty hiring or retaining existing employees.

- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?
  Ensures compensation equity.

What current racial and other inequities might this special budget ordinance address?
Ensure compensation equity

ORDINANCE NO C36739

AMENDING ORDINANCE NO. C36626, ENTITLED IN PART, “AN ORDINANCE ADOPTING A BIENNIAL BUDGET FOR THE CITY OF SPOKANE”, AND AMENDING IT TO ADJUST PAY RANGES TO ALIGN WITH SALARY ANALYSIS, AND DECLARING AN EMERGENCY.

WHEREAS, subsequent to the adoption of the biennial budget Ordinance No. C36626, as above entitled in part, and which passed the City Council December 9, 2024, it is necessary to make changes in the appropriations of the various Funds listed below, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk’s Office for five days;

NOW, THEREFORE, the City Council of Spokane does ordain:

Section 1. That in the budget of the General Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Change the grade and associated pay range for the Assistant Court Administrator position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	120	Assistant Court Administrator	A02-40	A02-44	$69,468-$98,428	$76,546-$108,722

2) Change the grade and associated pay range for the Court Administrator position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Elected/ Other Agencies	959A	Court Administrator	---	A09-69	---	$161,110-$204,060

3) Change the grade and associated pay range for the Child and Family Initiative Manager position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-A	721	Child and Family Initiative Manager	---	A01-50	---	$88,907-$124,507

Section 2. That in the budget of the Fire/Emergency Medical Services Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Change the grade and associated pay range for the Fire Apparatus Maintenance Foreperson position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Local270	638	Fire Apparatus Maintenance Foreperson	A05-44	A05-46	$62,640-$103,189	$64,457-$106,154

Section 3. That in the budget of the Water - Wastewater Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Change the grade and associated pay range for the Water Hydroelectric Maintenance Foreperson position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Local270	663	Water Hydroelectric Maintenance Foreperson	A05-48	A05-50	$66,357-$109,265	$68,257-$112,188

Section 4. That in the budget of the Solid Waste Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Change the grade and associated pay range for the Waste to Energy Plant Manager position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B to M&P-A	585	Waste to Energy Plant Manager	A02-62	A01-58	$119,914-$170,882	$109,808-$154,136

Section 5. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to adjust pay ranges to align with salary analysis, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

_____
Council President

Attest:

Approved as to form:

_____
City Clerk

_____
City Attorney

_____
Mayor

_____
Date

_____
Effective Date

ORD C36739 (CATHCART AMENDMENT)(8-19-25)

STRIKE THE EXISTING ORDINANCE AND SUBSTITUTE THE FOLLOWING IN ITS PLACE.

ORDINANCE NO C36739

AMENDING ORDINANCE NO. C36626, ENTITLED IN PART, "AN ORDINANCE ADOPTING A BIENNIAL BUDGET FOR THE CITY OF SPOKANE", AND AMENDING IT TO ADJUST PAY RANGES TO ALIGN WITH SALARY ANALYSIS, AND DECLARING AN EMERGENCY.

WHEREAS, subsequent to the adoption of the biennial budget Ordinance No. C36626, as above entitled in part, and which passed the City Council December 9, 2024, it is necessary to make changes in the appropriations of the various Funds listed below, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days;

NOW, THEREFORE, the City Council of Spokane does ordain:

Section 1. That in the budget of the General Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Change the grade and associated pay range for the Assistant Court Administrator position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	120	Assistant Court Administrator	A02-40	A02-44	$69,468-$98,428	$76,546-$108,722

2) Change the grade and associated pay range for the Court Administrator position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Elected/ Other Agencies	959A	Court Administrator	---	A09-69	---	$161,110-$204,060

Section 2. That in the budget of the Fire/Emergency Medical Services Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Change the grade and associated pay range for the Fire Apparatus Maintenance Foreperson position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Local270	638	Fire Apparatus Maintenance Foreperson	A05-44	A05-46	$62,640-$103,189	$64,457-$106,154

Section 3. That in the budget of the Water - Wastewater Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

ORD C36739 (CATHCART AMENDMENT)(8-19-25)

1) Change the grade and associated pay range for the Water Hydroelectric Maintenance Foreperson position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Local270	663	Water Hydroelectric Maintenance Foreperson	A05-48	A05-50	$66,357-$109,265	$68,257-$112,188

Section 4. That in the budget of the Solid Waste Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Change the grade and associated pay range for the Waste to Energy Plant Manager position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B to M&P-A	585	Waste to Energy Plant Manager	A02-62	A01-58	$119,914-$170,882	$109,808-$154,136

Section 5. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to adjust pay ranges to align with salary analysis, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

_____
Council President

Attest:

Approved as to form:

_____
City Clerk

_____
City Attorney

_____
Mayor

_____
Date

_____
Effective Date

PURPOSE OF AMENDMENT: Removes Child and Family Initiative Manager position – Section 1, No. 3.

Agenda Sheet for City Council:

Committee: PIES **Date:** 07/21/2025

Committee Agenda type: Consent

Council Meeting Date: 08/25/2025

Date Rec'd	7/15/2025		
Clerk's File #	RES 2025-0060		
Cross Ref #	OPR 2025-0592		
Project #			
Submitting Dept	SOLID WASTE DISPOSAL	**Bid #**	SOLE SOURCE
Contact Name/Phone	CHRIS AVERYT 625-6540	**Requisition #**	VB
Contact E-Mail	CAVERYT@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	KKLITZKE JBINGLE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	4490 SOLE SOURCE RESOLUTION AND VALUE BLANKET FOR MECHANICAL		

Agenda Wording

Five year sole source resolution and value blanket with Washington Equipment Manufacturing Company, Inc. (WEMCO) (Spokane, WA) for the as needed purchase of mechanical crane parts for the Waste to Energy Facility from 12/1/2025 through 11/30/2030 and a total cost not to exceed $300,000.00, plus tax.

Summary (Background)

Washington Equipment Manufacturing Company, Inc. is a sole-source provider for new proprietary mechanical spare replacement crane parts, that are 100% specific to the two overheard refuse cranes currently utilized at the Waste To Energy Facility. In lieu of public bidding, a sole source resolution and a five year value blanket is sought for the as-needed purchase of these proprietary parts.

What impacts would the proposal have on historically excluded communities?

Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

N/A

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 300,000.00
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

This is a routine repair and maintenance supply expense that is planned for annually in the Solid Waste Disposal budget.

Amount		Budget Account
Expense	$ 300,000.00	# 4490-44100-37148-53210-34002
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Program Revenue

Is this funding source sustainable for future years, months, etc?

Yes

Expense Occurrence	Recurring

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		Additional Approvals	
Dept Head	AVERYT, CHRIS	PURCHASING	PRINCE, THEA
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
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jsalstrom@spokanecity.org	tprince@spokanecity.org
rrinderle@spokanecity.org	

Clerks No. RES 2025-0060

SOLE-SOURCE RESOLUTION

A RESOLUTION declaring Washington Equipment Manufacturing Company, Inc (WEMCO), 5510 West Thorpe Road, Spokane, WA 99224, a sole-source provider and authorizing the City to directly enter into a Value Blanket Order Contract with WEMCO in lieu of public bidding for new proprietary mechanical spare replacement crane parts, that are 100% specific to the two overheard refuse cranes currently employed at the City of Spokane, Waste To Energy Facility (WTEF), for a five (5) year period – for a total of $300,000 plus taxes, without public bidding.

WHEREAS, The City of Spokane, Waste To Energy Facility (COS WTEF) is a 24 hour / 7 day-a-week facility and if something goes wrong with cranes, spare parts are will be needed; and

WHEREAS, WEMCO designed and manufactured the overhead refuse cranes, and is the sole manufacturer of the proprietary replacement parts required for the cranes; and

WHEREAS, WEMCO has sole rights to the drawings that allow the manufacturing of custom proprietary parts, that are 100% specific to the overhead refuse crane employed at the COS WTEF;

-- Now, Therefore,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby declares WEMCO a sole source and authorizes staff to purchase proprietary mechanical spare replacement crane parts as needed, through WEMCO in lieu of public bidding for a period of five (5) years without further City Council action at an estimated cost of $300,000 plus tax, over a five-year period, 12/1/2025 through 11/30/2030.

ADOPTED BY THE CITY COUNCIL ON _____

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: WASHINGTON EQUIPMENT MANUFACTURING COMPANY, INC.

Business name: WASHINGTON EQUIPMENT MANUFACTURING COMPANY, INC.

Entity type: Profit Corporation

UBI #: 601-174-038

Business ID: 001

Location ID: 0001

Location: Active

Location address: 5510 W THORPE RD
SPOKANE WA 99224-5371

Mailing address: 5510 W THORPE RD
SPOKANE WA 99224-5371

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Moses Lake General Business - Non-Resident	BUS2020-0349			Active	Apr-30-2026	May-18-2020
Spokane General Business - Non-Resident	T12003901BUS			Active	Apr-30-2026	Oct-15-2012

Owners and officers on file with the Department of Revenue

Owners and officers	Title
ROUSE, JOHN	
ROUSE, JUSTON	
ROUSE, KARMA	
TURNER, MATTHEW	

Registered Trade Names

Registered trade names	Status	First issued
WEMCO INC	Active	May-02-1989

The Business Lookup information is updated nightly. Search date and time: 7/15/2025 10:35:04 AM

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Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 07/28/2025

Committee Agenda type: Discussion

Council Meeting Date: 08/25/2025

Date Rec'd	7/23/2025
Clerk's File #	RES 2025-0063
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	Resolutions		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	0320 RESOLUTION REVISING COUNCIL BOARDS AND COMMISSIONS		

Agenda Wording

A resolution updating the appointment of City Council Members to boards, committees, and commissions for 2025.

Summary (Background)

City Council members serve as members of several intergovernmental boards and committees and also serve on city boards and committees pursuant to various inter-local agreements. Appointments to these boards and committees usually occurs annually, but it is necessary to adjust the list of appointments with the resignation of Lili Navarrete from the council, which was effective July 2. The council is expected to appoint her successor on July 28. The proposed resolution revises the current assignments to committees, boards and commissions to include the new council member in the appointments.

What impacts would the proposal have on historically excluded communities?

The resolution ensures continued council representation on boards and committees which have city-wide impacts.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

Not applicable

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Not applicable

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

The resolution is consistent with the City Charter and Council Procedures.

Council Subcommittee Review

Not applicable.

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

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			
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor			

Distribution List	
	ehaugen@spokanecity.org

RES 2025-0063 (SPONSOR SUBSTITUTION)(08-06-25)

RESOLUTION NO. 2025-0063

A resolution updating the appointment of City Council Members to boards, committees, and commissions for 2025.

WHEREAS, City Council members are included as members of several inter-governmental boards and committee and serve on other city boards and committees pursuant to various inter-local agreements, provisions of the Spokane Municipal Code, and state statutes; and

WHEREAS, City Council committee appointments are governed by chapter 02.005.010 of the Spokane Municipal Code and Rule 7.7 of the City Council's Rules of Procedure; and

WHEREAS, on December 9, 2024, and pursuant to Section 02.005.010 of the Spokane Municipal Code and Rule 7.7 of the City Council's Rules of Procedure, the City Council adopted resolution 2024-0118 appointing council members to various boards and commissions for the year 2025; and

WHEREAS, since adoption of Resolution 2024-0118, the City Council member Lili Navarrete resigned as the District 2 member on the City Council, effective July 2, and

WHEREAS, pursuant to Section 8(b) of the Spokane City Charter and the Council Rules of Procedure, the City Council appointed a successor to fill the District 2 Council position, and it is therefore necessary to adjust the current assignments to committees, boards and commissions to include the new council member in the appointments.

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council approves the attached revised list of appointments to the City Council standing committees, inter-governmental boards and commissions, and other board as committees as specified in the attached list;

BE IT ALSO RESOLVED, council members who are appointed to outside boards and commissions shall represent not their individual council districts but the City of Spokane as a whole; and

BE IT ALSO RESOLVED that each appointment will be in place until the City Council adopts subsequent resolutions to revise the appointments herein, except for the appointment to the Airport Board, on which Council President Wilkerson shall serve the remainder of Lori Kinnear's term, which runs through December 31, 2025, per their bylaws, from the date of passage of this resolution; and

BE IT FURTHER RESOLVED that**,** consistent with Resolution 2024-0118, all Council Members are formally appointed to serve as alternates on any listed board, commission, or committee when an appointed Council Member cannot attend. Alternate Council Members and proxies will be chosen at the discretion of the Council President; and, it is further resolved the Mayor is also appointed as an additional alternate to the Spokane Transit Authority Board of Directors.

BE IT FINALLY RESOLVED that subsequent changes to the appointments on the attached list may occur at any time via resolution.

Adopted by the City Council this ____ day of August, 2025.

_____

City Clerk

Approved as to form:

_____

Assistant City Attorney

Attachment A:
2025 Spokane City Council Board, Commission, & Committee Appointments

Council President Pro-Tempore: Dillon

Public Safety & Community Health Committee	Council Member(s):
Standing Committee Chair	Zappone
Vice Chair	Wilkerson
City Divisions Associated with Standing Committee: Spokane Police Department; Spokane Fire Department; Emergency Management; Municipal Court	
Council Subcommittees & Ad Hoc Committees / Workgroups:	
Internal Boards, Committees, & Commissions:	
Police Advisory Committee	Zappone
External Boards, Committees, & Commissions:	

Urban Experience Committee	Council Member(s):
Standing Committee Chair	Bingle
Vice Chair	Dillon
City Divisions Associated with Standing Committee: Neighborhood Housing & Human Services; Community & Economic Development; Parks; Library	
Council Subcommittees & Ad Hoc Committees / Workgroups:	
Housing Action Subcommittee	Lambdin
Neighborhood Council Workgroup	Cathcart; Klitzke; Wilkerson
Internal Boards, Committees, & Commissions:	
CHHS Board	Lambdin
Community Assembly	Wilkerson
Human Rights Commission	Lambdin
Plan Commission	Klitzke
External Boards, Committees, & Commissions:	
Downtown Spokane BID Board (Liaison Member)	Bingle
Downtown Spokane Partnership (Liaison Member)	Cathcart
East Sprague BID Board (Liaison Member)	Dillon
GMA Steering Committee of Elected Officials	Cathcart; Klitzke; Dillon
Library Board	Klitzke
Park Board	Bingle
Park Board Exec Committee	Bingle
Spokane Arts	Dillon

Public Infrastructure, Environment, & Sustainability Committee	Council Member(s):
Standing Committee Chair	Klitzke
Vice Chair	Bingle
City Divisions Associated with Standing Committee: Public Works	
Council Subcommittees & Ad Hoc Committees / Workgroups:	
Internal Boards, Committees, & Commissions:	
External Boards, Committees, & Commissions:	
Airport Board	Wilkerson
BROADLINC Governing Board	Cathcart
Salmon Restoration Lead Entity Community Advisors	Klitzke
Spokane Regional Solid Waste Liaison Board	Klitzke
Spokane Regional Transportation Council	Klitzke; Bingle
Spokane Transit Authority (all members are alternates)	Zappone; Klitzke; Cathcart; Wilkerson
Transportation Commission (Liason Member)	All Council Members are Liasons

Finance & Administration Committee	Council Member(s):
Standing Committee Chair	Dillon
Vice Chair	Cathcart
City Divisions Associated with Standing Committee: Finance; Human Resources; IT; City Attorney; Communications; Civil Rights, Equity & Inclusion	
Council Subcommittees & Ad Hoc Committees / Workgroups:	
Council Office Operations Workgroup	Wilkerson; Dillon; Cathcart
Equity Subcommittee	Lambdin
Fiscal Impact Workgroup	Cathcart, Dillon, Zappone
Language Access Workgroup	Cathcart; Lambdin
Legislative Committee	Dillon, Bingle, Zappone
Internal Boards, Committees, & Commissions:	
Investment Committee	Dillon
SERS Board	Bingle
External Boards, Committees, & Commissions:	
Aging and Long Term Care	Wilkerson
Association of Washington Cities Board	Zappone
Fire Pension (must include Finance Committee Chair)	Dillon
Lodging Tax Advisory Committee (PFD)	Wilkerson
Tourism and Cultural Investment Committee (TACI)	Zappone
Launch Northwest	Bingle
Police Pension (must inlclude Council President)	Wilkerson
Spokane County Veterans Advisory Board	Klitzke
TPA Commission/Hotel Motel Commission	Zappone
University District PDA	Wilkerson
University District Development Association	Wilkerson
Visit Spokane	Zappone
West Plains PDA/S3R3	Wilkerson
Northeast PDA	Cathcart

Wilkerson	**12**
Zappone	**9**
Cathcart	**10**
Bingle	**9**
Dillon	**11**
Klitzke	**7**
Lambdin	**5**

As Amended on 8-18-2025

Agenda Sheet for City Council:

Committee: PIES **Date:** 07/21/2025

Committee Agenda type: Consent

Council Meeting Date: 08/18/2025

Date Rec'd	7/17/2025
Clerk's File #	RES 2025-0062
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	COMMUNITY, HOUSING & HUMAN		
Contact Name/Phone	DAWN KINDER (509)625-6443		
Contact E-Mail	DKINDER@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	ZZAPPONE JBINGLE KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** NO	
Agenda Item Name	HOME LOAN FORGIVENESS – EL ESTERO		

Agenda Wording

(SEE BELOW)

Summary (Background)

Catholic Charities Eastern Washington merged with Spokane Housing Ventures during in 2022 and took responsibility for all SHV properties. The SHV portfolio required facilities and maintenance work that had been deferred for some time on approximately 1200 affordable housing projects. CCEW is seeking to close on an aq-rehab for the El Estero and Catherine Johnson Court properties, leveraging two projects together is critical to the scale needed for financing. Part of the financing requirements for this critical rehab work is reducing overall debt ratio on the project so that CCEW can afford, long term, to finance the debt on the project while also supporting critical service needs of those living on site. The request before City Council only involves El Estero. The City of Spokane via the CHHS Department manages the HOME Investment Partnership program from HUD focused on affordable housing development and preservation. The CHHS currently manages 145 loans via the HOME program which has been in existence since 1965. Approximately 75% of HOME loan funds are provided as forgivable loans to help maintain and preserve affordable housing in the community. Spokane Housing Ventures received a HOME loan for $499,500 on 09/06/2002 and an additional HOME loan for $106,250 on 10/21/2004 to acquire and rehab an apartment complex for affordable housing. 54 of the units are identified as HOME-assisted units in the apartment complex. The project was completed in IDIS on 06/28/2005 and is recorded as one CHDO project with HUD for $608,750.00. Notes in IDIS indicate the additional HOME funds were provided to cover the costs of unexpected mold discoveries. The Affordability Period for both loans are 25 years after the IDIS completion date of 06/28/2005, or for the period in which the loan is outstanding. Based on the IDIS completion date the Affordability Period would end 06/28/2030 if the loan is paid in full. CCEW is requesting, and CHHS supports, the forgiveness of HOME funds in the El Estero project, totaling $608,750.00, allowing CCEW to complete the necessary rehab on the existing units, afford

long term debt and services on the units, and extend the affordability period for an additional 40 years on the units. The affordability period extension preserves the units in the affordability stock for over 30 years longer than the original loan documents. To accomplish that CHHS will submit a Resolution for City Council, demonstrating the affordability terms on the project for the next 40 years, and the forgiveness of the HOME Loans on the project.

What impacts would the proposal have on historically excluded communities?

This forgiveness would ensure the preservation of affordability for underserved populations in our community.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

Data will be collected per HOME HUD regulations and in accordance with City Contract requirements.

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

This project will be monitored for affordability via funding from Washington State Housing Finance Commission.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This project will remain consistent with the Consolidated Plan.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	N/A
Total Cost	$ 0
Current Year Cost	$ 0
Subsequent Year(s) Cost	$ 0

Narrative

Includes forgiveness of HOME Loans totaling $605,750.00

Amount		Budget Account
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	N/A
Funding Source Type	Grant
Is this funding source sustainable for future years, months, etc?	

Expense Occurrence	N/A
Other budget impacts (revenue generating, match requirements, etc.)	

Approvals		**Additional Approvals**	
Dept Head	GBYRD	**ACCOUNTING -**	GBYRD
Division Director	GBYRD		
Accounting Manager	GBYRD		
Legal	GBYRD		
For the Mayor	GBYRD		

Distribution List	

Committee Agenda Sheet
Public Infrastructure, Environment & Sustainability Committee

Committee Date	September 21, 2024
Submitting Department	Community, Housing, and Human Services
Contact Name	Dawn Kinder
Contact Email & Phone	dkinder@spokanecity.org
Council Sponsor(s)	Zappone, Bingle, Klitzke
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested: 15 minutes
Agenda Item Name	HOME Loan Forgiveness – El Estero
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Catholic Charities Eastern Washington merged with Spokane Housing Ventures during in 2022 and took responsibility for all SHV properties. The SHV portfolio required facilities and maintenance work that had been deferred for some time on approximately 1200 affordable housing projects. CCEW is seeking to close on an aq-rehab for the El Estero and Catherine Johnson Court properties, leveraging two projects together is critical to the scale needed for financing. Part of the financing requirements for this critical rehab work is reducing overall debt ratio on the project so that CCEW can afford, long term, to finance the debt on the project while also supporting critical service needs of those living on site. The request before City Council only involves El Estero. The City of Spokane via the CHHS Department manages the HOME Investment Partnership program from HUD focused on affordable housing development and preservation. The CHHS currently manages 145 loans via the HOME program which has been in existence since 1965. Approximately 75% of HOME loan funds are provided as forgivable loans to help maintain and preserve affordable housing in the community. Spokane Housing Ventures received a HOME loan for $499,500 on 09/06/2002 and an additional HOME loan for $106,250 on 10/21/2004 to acquire and rehab an apartment complex for affordable housing. 54 of the units are identified as HOME-assisted units in the apartment complex. The project was completed in IDIS on 06/28/2005 and is recorded as one CHDO project with HUD for $608,750.00. Notes in IDIS indicate the additional HOME funds were provided to cover the costs of unexpected mold discoveries. The Affordability Period for both loans are 25 years after the IDIS completion date of 06/28/2005, or for the period in which the loan is outstanding. Based on the IDIS completion date the Affordability Period would end 06/28/2030 if the loan is paid in full. CCEW is requesting, and CHHS supports, the forgiveness of HOME funds in the El Estero project, totaling $608,750.00, allowing CCEW to complete the necessary rehab on the existing units, afford long term

	debt and services on the units, and extend the affordability period for an additional 40 years on the units. The affordability period extension preserves the units in the affordability stock for over 30 years longer than the original loan documents. To accomplish that CHHS will submit a Resolution for City Council, demonstrating the affordability terms on the project for the next 40 years, and the forgiveness of the HOME Loans on the project.

Fiscal Impact

Approved in current year budget? ☐ Yes ☐ No ☒ N/A

Total Cost: $0.00

Current year cost: $0

Subsequent year(s) cost: 0

Narrative: Includes forgiveness of HOME Loans totaling $605,750.00

Funding Source ☐ One-time ☐ Recurring ☐ N/A

Specify funding source: Grant

Grants and Taxes HOME Loan HUD Entitlement Program

Is this funding source sustainable for future years, months, etc?

Expense Occurrence ☐ One-time ☐ Recurring ☒ N/A

Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impacts (If N/A, please give a brief description as to why)

What impacts would the proposal have on historically excluded communities?

This forgiveness would ensure the preservation of affordability for underserved populations in our community.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

Data will be collected per HOME HUD regulations and in accordance with City Contract requirements.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

This project will be monitored for affordability via funding from Washington State Housing Finance Commission.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This project will remain consistent with the Consolidated Plan.

RESOLUTION NO. 2025-0062

A resolution approving the loan forgiveness of HOME funds in the El Estero project, totaling $608,750.00.

WHEREAS, the City of Spokane, via the CHHS Department, manages the HOME Investment Partnership program from HUD, focusing on affordable housing development and preservation, and, further, CHHS currently manages 145 loans via the HOME program which has been in existence since 1965; and

WHEREAS, Spokane Housing Ventures (SHV) received a HOME loan for $499,500 on September 6, 2002 and an additional HOME loan for $106,250 on October 21, 2004, to acquire and rehab an apartment complex for affordable housing, including 54 units are identified as HOME-assisted units in the apartment complex; and

WHEREAS, the project was completed on June 28, 2005 and is recorded as a single project with HUD for the sum of $608,750; and

WHEREAS, under the original loan terms, the required affordability period for both loans is 25 years after the completion date of June 28, 2005 or for the period in which the loan is outstanding, and based on the completion date the affordability period would end June 28, 2030 if the loan is paid in full; and

WHEREAS, Catholic Charities Eastern Washington (CCEW) merged with SHV during in 2022, and upon merger, took responsibility for all SHV properties; and

WHEREAS, The SHV portfolio required facilities and maintenance work that had been deferred for some time on approximately 1200 affordable housing projects, including the El Estero and Catherine Johnson Court properties; and

WHEREAS, CCEW is seeking to close on an aq-rehab for the El Estero and Catherine Johnson Court properties, and leveraging two projects together is critical to the scale needed for financing, and, further, part of the financing requirements for this critical rehab work is reducing overall debt ratio on the project so that CCEW can afford, long term, to finance the debt on the project while also supporting critical service needs of those living on site; and

WHEREAS, approximately 75% of HOME loan funds are provided as forgivable loans to help maintain and preserve affordable housing in the community; and

WHEREAS, CCEW is requesting, and CHHS supports, the forgiveness of HOME funds in the El Estero project, totaling $608,750.00, allowing CCEW to complete the necessary rehab on the existing units, to enable it more affordably service long term debt and services on the units, and to extend the affordability period for an additional 40 years on the units, thus preserving the units in the affordability stock for over 30 years longer than the original loan documents;

WHEREAS, CHHS is requesting that City Council approve the loan forgiveness for CCEW, on the conditions set forth above;

WHEREAS, the documents necessary to amend the original loan documents, listed under OPR 2004-0994 and OPR 2002-0709, are attached to this resolution;

NOW, THEREFORE, BE IT RESOLVED, the Spokane City Council has reviewed the terms for loan forgiveness the El Estero and Catherine Johnson Court properties, and based on the terms described in this resolution and the attachments hereto, approves the loan forgiveness; and

BE IT FURTHER RESOLVED that CHHS Department is authorized to execute the attached amendments and enter into other agreements as may be necessary to effectuate the loan forgiveness, all without further City Council action.

Passed by the City Council this ____ day of _____, 2025.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

OPR 2002-0709

AMENDMENT AND ASSIGMENT FOR HOME PROGRAM LOAN AGREEMENT FOR EL ESTERO PROJECT

This Amendment and Assignment for the HOME Program Loan Agreement (Loan Agreement) is made by and between the City of Spokane, a Washington State municipal corporation (the "City"), whose address is City of Spokane, c/o Community Housing and Human Services Department, 808 W. Spokane Falls Blvd, 6th Floor Municipal Building, Spokane, WA 99201, and Catholic Housing Ventures ("CHV"), whose address is 12 E 5th Ave, Spokane, WA 99202, hereinafter referred to as the "Parties."

WHEREAS, on September 6, 2002, the City approved a HOME Program Loan Agreement with the El Estero, LLC through Spokane Housing Ventures to utilize low-income housing tax credits in order to expand the supple of decent, safe, sanitary, and affordable housing for low-income households; and

WHEREAS, pursuant to the Agreement, the City loaned $499,500 to Spokane Home Ventures with zero percent interest with a term of September 6, 2002 through September 6, 2032 and repayment deferred for thirty (30) years; and

WHEREAS, the Agreement did not address loan forgiveness as is typical for many HOME loan agreements when the term for affordability is extended; and

WHEREAS, CHV assumed certain real estate portfolio from Spokane Housing Ventures, including the real estate associated with this Agreement; and

WHEREAS, the City is agreeable to approving an assignment of loan agreement to CCEW and the Parties are agreeable to amendments to the Agreement as set forth below.

NOW, THEREFORE, the parties agree as follows:

ASSIGNMENT - The City approves of the assignment of the Agreement from Spokane Housing Ventures to Catholic Housing Ventures. All of the terms and conditions of the Agreement, including all attachments, exhibits and prior amendments, remain in full force and effect. Catholic Housing Ventures expressly agrees to be bound by all terms and conditions.

AMENDMENT:

XIV. REPAYMENT

A. Payment of principal and interest (if applicable) shall be deferred for thirty (30) years, After the deferral period repayment of principal and interest (if applicable) shall be made monthly in an amount sufficient to amortize the loan over a ten (10) year period). The loan may be prepaid without penalty. If the affordability period is extended as set forth in subsection B, the deferral period for repayment shall be extended an additional ten (10) years.

B. In exchange for an extension of the affordability period, the principal and interest may be forgiven over each year for the period of the extension, until it is fully forgiven or paid at the end of the maximum extended term of ten (10) years. Borrower shall declare its intention to extend the affordability period for an additional year or years, to a maximum extended term of ten (10) years. If, at the end of each year, the Borrower has complied, for that year, with the income and rent affordability requirements as noted in the Covenant Agreement, then the loan payments shall be forgiven for that year. No payments shall be forgiven for affordability periods of less than one (1) year. Borrower shall notify the City of they intend to end the affordability period.

1. The loan shall be forgiven in equal monthly installments, with installments to be in the amount needed to amortize the loan and any accrued interest over the maximum extended term of then (10) years.

C. If the affordability period is not extended beyond the initial thirty (30) years through the thirtieth (30th) year, repayment of principal and interest shall be made monthly in an amount sufficient to amortize the loan over the remaining term of the extended affordability period.

B((~~D~~)).Repayment during the initial twenty-five (25) year affordability period shall not extinguish the Affordability Requirement.

CATHOLIC HOUSING VENTURES

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

OPR 2004-0994

AMENDMENT AND ASSIGMENT FOR HOME PROGRAM LOAN AGREEMENT FOR EL ESTERO PROJECT

This Amendment and Assignment for the HOME Program Loan Agreement (Loan Agreement) is made by and between the City of Spokane, a Washington State municipal corporation (the "City"), whose address is City of Spokane, c/o Community Housing and Human Services Department, 808 W. Spokane Falls Blvd, 6th Floor Municipal Building, Spokane, WA 99201, and Catholic Housing Ventures ("CHV"), whose address is 12 E 5th Ave, Spokane, WA 99202, hereinafter referred to as the "Parties."

WHEREAS, on August 21, 2004, the City approved a HOME Program Loan Agreement with the El Estero, LLC through Spokane Housing Ventures to utilize low-income housing tax credits in order to expand the supple of decent, safe, sanitary, and affordable housing for low-income households; and

WHEREAS, pursuant to the Agreement, the City loaned $106,250 to Spokane Home Ventures with zero percent interest with a term of October 21, 2004 to October 20, 2044 and repayment deferred for thirty (30) years; and

WHEREAS, the Agreement did not address loan forgiveness as is typical for many HOME loan agreements when the term for affordability is extended; and

WHEREAS, CHV assumed certain real estate portfolio from Spokane Housing Ventures, including the real estate associated with this Agreement; and

WHEREAS, the City is agreeable to approving an assignment of loan agreement to CCEW and the Parties are agreeable to amendments to the Agreement as set forth below.

NOW, THEREFORE, the parties agree as follows:

ASSIGNMENT - The City approves of the assignment of the Agreement from Spokane Housing Ventures to Catholic Housing Ventures. All of the terms and conditions of the Agreement, including all attachments, exhibits and prior amendments, remain in full force and effect. Catholic Housing Ventures expressly agrees to be bound by all terms and conditions.

AMENDMENT:

XIV. REPAYMENT

A. Payment of principal and interest (if applicable) shall be deferred for thirty (30) years. After the deferral period repayment of principal and interest (if applicable) shall be made monthly in an amount sufficient to amortize the loan over a ten (10) year period). The loan may be prepaid without penalty. If the affordability period is extended as set forth in subsection B, the deferral period for repayment shall be extended an additional ten (10) years.

B. In exchange for an extension of the affordability period, the principal and interest may be forgiven over each year for the period of the extension, until it is fully forgiven or paid at the end of the maximum extended term of ten (10) years. Borrower shall declare its intention to extend the affordability period for an additional year or years, to a maximum extended term of ten (10) years. If, at the end of each year, the Borrower has complied, for that year, with the income and rent affordability requirements as noted in the Covenant Agreement, then the loan payments shall be forgiven for that year. No payments shall be forgiven for affordability periods of less than one (1) year. Borrower shall notify the City of they intend to end the affordability period.

1. The loan shall be forgiven in equal monthly installments, with installments to be in the amount needed to amortize the loan and any accrued interest over the maximum extended term of then (10) years.

C. If the affordability period is not extended beyond the initial thirty (30) years through the thirtieth (30th) year, repayment of principal and interest shall be made monthly in an amount sufficient to amortize the loan over the remaining term of the extended affordability period.

B((~~D~~)).Repayment during the initial twenty-five (25) year affordability period shall not extinguish the Affordability Requirement.

CATHOLIC HOUSING VENTURES

By_____
Signature Date

_____
Type or Print Name

_____
Title

Attest:

_____
City Clerk

CITY OF SPOKANE

By_____
Signature Date

_____
Type or Print Name

_____
Title

Approved as to form:

_____
Assistant City Attorney

Agenda Sheet for City Council:

Committee: PIES **Date:** 06/16/2025

Committee Agenda type: Discussion

Council Meeting Date: 07/14/2025

Date Rec'd	6/10/2025
Clerk's File #	ORD C36718
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 JBINGLE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	0320ORDINANCE AMENDING MEMBERSHIP OF CLIMATE RESILIENCE &		

Agenda Wording

An ordinance modifying the membership of the Climate Resilience and Sustainability Board to include a liaison designated by the Community Assembly, and amending Sections 04.41.020 and 04.41.030 of the Spokane Municipal Code.

Summary (Background)

Ordinance C36557, adopted in 2024, created the Climate Resilience and Sustainability Board (CRSB). As originally configured the membership on the CRSB did not include a representative from the Community Assembly. By resolution the Community Assembly requested that it be allowed to designate a liaison to the CRSB. The ordinance modified SMC 04.41 to allow for a Community Assembly liaison on the CRSB.

What impacts would the proposal have on historically excluded communities?

The ordinance provides a formal role on the Climate Resilience and Sustainability Board (CRSB)for the Community Assembly, which is comprised of representatives form the 29 neighborhood councils and which has broad representation from all sectors of the city. To the extent they participate in the neighborhood council program and the Community Assembly, historically excluded communities would be given an additional voice on the CRSB.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

Not applicable. This ordinance broadens the membership of the CRSB to include a Community Assembly liaison.

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Not applicable. This ordinance broadens the membership of the CRSB to include a Community Assembly liaison.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

SMC 04.41, which established the CRSB, indicates that it membership "will consist of diverse and broad representation." Adding a liaison position for the Community Assembly is consistent with this stated desire of the ordinance to create a broad-based membership on the CRSB.

Council Subcommittee Review

None

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

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

ORD C36718 (SPONSOR SUBSTITUTION)(06-16-25)

ORDINANCE NO. C-36718

An ordinance modifying the membership of the Climate Resilience and Sustainability Board to include a liaison designated by the Community Assembly, and amending Sections 04.41.020 and 04.41.030 of the Spokane Municipal Code.

WHEREAS, the Community Assembly was created in 2000 by the voters of Spokane to establish "a coalition of independent neighborhood councils [to serve] as a forum for discussion of issues of broad interest" in the Spokane community; and

WHEREAS, in 2024 the City Council enacted Ordinance C36557, which established the Climate Resilience and Sustainability Board with the stated purpose "to provide advice and recommendations to the Mayor, City Council, and community on the actions necessary to achieve the community's sustainability and climate goals"; and

WHEREAS, the composition of the Climate Resilience and Sustainability Board, as established by Ordinance C36557, included members of the community from diverse backgrounds, including members of impacted communities facing disproportionate environmental and health disparities; individuals with expertise in public health, emergency management, climate planning, or sustainability and resiliency initiatives; business leaders and entrepreneurs with experience implementing sustainability and resiliency initiatives; and students of secondary and postsecondary education institutions within the city of Spokane; and

WHEREAS, the composition of the Climate Resilience and Sustainability Board consists of up to 15 voting members; and

WHEREAS, the Climate Resilience and Sustainability Board includes one non-voting liaison position, a member of the City Council; and

WHEREAS, in a letter dated May 1, 2025, the Community Assembly requested the City Council amend the enabling ordinance for the Climate Resilience and Sustainability Board to include a liaison position;

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That Section 04.41.020 of the Spokane Municipal Code is amended to read as follows:

Section 04.41.020 Membership

A. The Climate Resilience and Sustainability Board shall consist of up to fifteen (15) voting members committed to achieving the goals of SMC Chapter 15.05 and implementing the policies and recommendations of the Sustainability Action Plan and the Climate Component of the Comprehensive Plan.

B. The Climate Resilience and Sustainability Board membership will consist of diverse and broad representation including but not limited to:

1. members of impacted communities facing disproportionate environmental and health disparities;
2. individuals with expertise in public health, emergency management, climate planning, or sustainability and resiliency initiatives;
3. business leaders and entrepreneurs with experience implementing sustainability and resiliency initiatives; and
4. students of secondary and postsecondary education institutions within the city of Spokane.

C. Climate Resilience and Sustainability Board members shall be at least sixteen years of age.

D. The City Council may appoint a city council member to serve as a liaison to the Board.

E. The Community Assembly may appoint a qualified neighborhood council member to serve as a liaison to the Board.

Section 2. That Section 04.41.030 of the Spokane Municipal Code is amended to read as follows:

Section 04.41.030 Appointment and Term

A. Term

1. Board members are nominated by the Mayor and appointed by the City Council.
2. The term of office shall be two years.
3. The terms of eight of the Board members shall expire in odd-numbered years.
4. The terms of seven of the Board members shall expire in even-numbered years.
5. The Community Assembly member shall serve a maximum of three (3) consecutive years.

((~~5~~)) 6. Initial and subsequent Board members may be appointed to such shorter and/or longer terms as are necessary to achieve this term cycle.

((~~6~~)) 7. No Board member shall serve more than four consecutive full terms.

B. Vacancy

1. Any vacancy may be filled for an unexpired term in the same manner as for an original appointment under this section as amended.
2. Appointment to fill the balance of an unexpired term where more than half of the unexpired term remains shall be considered a full term.

C. To achieve broad representation, city residency shall not be required to serve on the Climate Resilience and Sustainability Board; provided, however, a majority of the Board members shall consist of residents of the city, students of secondary or post-secondary institutions located within the city of Spokane, or business owners or non-profit employees located within the city limits of Spokane.

Section 3. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 4. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____.

_____
Council President

Attest:

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

_____
Mayor

_____
Date

_____
Effective Date

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 06/23/2025

Committee Agenda type: Discussion

Council Meeting Date: 07/14/2025

Date Rec'd	6/19/2025		
Clerk's File #	ORD C36723		
Cross Ref #			
Project #			
Submitting Dept	CITY COUNCIL	**Bid #**	
Contact Name/Phone	PAUL DILLON 625-6254	**Requisition #**	
Contact E-Mail	PDILLON@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	PDILLON ZZAPPONE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	0320 ORDINANCE RELATING PUBLIC WORKS PROJECTS ABOVE $5 MILLION		

Agenda Wording

Ordinance titled "Public Dollars For Public Benefit," relating to City public works; enacting a new Article XI, Chapter 07.06.800 of the Spokane Municipal Code, and setting an effective date.

Summary (Background)

This ordinance is titled "Public Dollars For Public Benefit," and relates to City public works projects, develops a model community workforce agreement and priority hiring policy to promote training and career opportunities for individuals in the construction trades; establishes priorities for the hiring of residents in economically distressed areas; and directs the Finance Department to execute a project labor agreement for public works projects estimated to cost $5 million or more.

What impacts would the proposal have on historically excluded communities?

Not yet analyzed, although the ordinance is expected to improve job opportunities among individuals in historically excluded communities on public works projects.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

Not fully analyzed, although the ordinance calls for annual reporting to the Mayor and council that will presumably include such data.

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Not fully analyzed, although the ordinance calls for annual reporting to the Mayor and council that will presumably include such data.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Not yet analyzed

Council Subcommittee Review

Not applicable

Fiscal Impact	
Approved in Current Year Budget?	NO
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

There is anticipated to be administrative costs associated with this ordinance, but those costs have not been analyzed as yet

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		**Additional Approvals**	
Dept Head			
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor			

Distribution List	
	mboston@spokanecity.org
jnechanicky@spokanecity.org	

ORDINANCE NO. C-36723

An ordinance titled “Public Dollars For Public Benefit,” relating to City public works; enacting a new Article XI, Chapter 07.06.800 of the Spokane Municipal Code, and setting an effective date.

WHEREAS, the City of Spokane funds and contracts for construction projects to construct, repair and maintain municipal facilities and infrastructure; and

WHEREAS, the City of Spokane protects the City and public interest by ensuring all such projects under its purview are constructed and administered in accordance with plans, specifications, contract provisions, and provisions protecting the social and economic justice policies of the City; and

WHEREAS, the City of Spokane will continue major construction project bids and awards in future years; and

WHEREAS, Washington is facing a critical workforce gap in an economy where the state is poised to see growing demand for eligible employees trained in industry sectors, specifically construction and skilled trades; and

WHEREAS, the City of Spokane is a strong supporter of and has found construction job training programs, including apprentice and pre-apprenticeship programs, to be an effective way to prepare individuals for entry into construction jobs, and to ensure women, people of color, and otherwise vulnerable individuals, particularly those who are Spokane residents, can acquire the necessary job skills and be prepared to successfully pursue construction careers; and

WHEREAS the City of Spokane supports the aspirations and wellbeing of all our families and creating increased opportunities for all of our children to work, play and stay in Spokane; and

WHEREAS, the City of Spokane commits to the participating in the training of the workforce of tomorrow, ensuring equal opportunity and access for underrepresented communities seeking to develop job skills in the building trades, and creating and building a sustainable environment that improves the health of our families, our workforce, and our community; and

WHEREAS, the City of Spokane is committed to strengthening the promise of providing increased employment opportunities for veterans; and

WHEREAS, the City Council seeks to increase and enhance the skilled construction labor force for City public works, utilizing a Community Workforce Agreement ("CWA") and strategies to recruit individuals who are underrepresented in the construction trades into training and job placements especially those individuals residing in economically distressed areas of Spokane; and

WHEREAS, the city will not mandate that other entities comply with the Public Dollars for Public Benefit ordinance, but encourages the Spokane Park Board, the Spokane Library Board, and the Spokane Public School Board to adopt the community workforce agreement and priority hire program; and

WHEREAS, Community Workforce Agreements and Project Labor Agreements are known to prevent waste, maximize public return, ensure equity while delivering measurable benefits to workers, communities, and taxpayers.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That a new Article XI, Chapter 07.06.800 of the Spokane Municipal Code is created to read as follows:

Article XI – Priority Hire Program

Section 07.06.800 Title and Intent

Section 07.06.810 Definitions

Section 07.06.820 Procurement Authority and Competitive Bidding

Section 07.06.830 Public Benefit Hiring

Section 07.06.840 Model Community Workforce Agreement

Section 07.06.850 Specific Community Workforce Agreements

Section 07.06.860 Program Evaluation

Section 07.06.870 Program Compliance

Section 07.06.880 Exceptions and Waivers

Section 07.06.890 Penalty

Section 07.06.800 Title and Intent

This Chapter 07.06.800 shall be known as the "Public Dollars For Public Benefit Act". The intent of this act is to develop a model community workforce agreement and priority hire policy to promote training and career opportunities for individuals in the construction

trades and to establish priorities for the hiring of residents in economically distressed areas. The City is directed to execute a project labor agreement for public works projects estimated to cost $5 million or more.

Section 07.06.810 Definitions

Where used in this chapter, unless the context clearly requires otherwise, the following terms shall have the meaning and construction set forth herein:

A. “Apprentice” means, a person who has signed a written apprenticeship agreement and is an active participating apprentice in good standing, with and enrolled in an active registered apprenticeship program approved by the Washington State Apprenticeship and Training Council.

B. “Community workforce agreement” means an executed agreement signed by the City of Spokane, and representatives of the NE Washington/N Idaho Building & Construction Trades Council, and other labor organizations, as applicable, under this chapter. The community workforce agreement is a project labor agreement for a single construction project that contains terms and conditions for social impact as directed by city policy including but not limited to priority hiring requirements, as well as, standards for work hours, wages, working conditions, safety conditions, union recognition and representation, apprenticeship requirements, and settlement of both jurisdictional and other dispute procedures.

C. “Contractor” means a person or business entity that enters into a contract with the city or a subcontractor performing services under such a contract. A contractor employs individuals to perform work on construction projects, including general contractors, subcontractors of all tiers without regard to union status.

D. “Competitive bidding compliance” means all procurement under this ordinance shall comply with competitive bidding requirements of RCW 39.04. The city may establish supplemental responsible bidder criteria under RCW 39.04.350 that includes workforce development commitments, apprenticeship utilization plans, and local hiring good faith efforts. Such criteria shall be objective, clearly defined, and related to the contractor’s ability to perform the work efficiently and effectively.

E. “Economically distressed area” means a geographic area within the City of Spokane, as defined by the federally recognized economically disadvantaged markers identified in this section, and found by the city to be in the top thirty percent of all zip codes in the City of Spokane in terms of the concentration of individuals who meet at least two of the following criteria:

    a. have income at or below two hundred percent of the federal poverty level;

b. are unemployed; or

c. are at least twenty-five years old and without a college degree.

The City may add zip codes that meet these criteria for construction projects that are part of the city's wastewater service area in the City of Spokane. The City may adjust the list of economically distressed areas in order to enhance regional uniformity with other local jurisdictions implementing priority hire programs.

F. "Good faith efforts" means a reasonable and sincere effort made by the contractor and its subcontractor to meet the established apprentice requirement, priority hiring requirement and other hiring goals. This effort will be documented using a standardized method, signed by the contractor representative and craft labor representatives(s).

G. "Journey level" means that an individual has successfully completed a State approved Registered Apprenticeship program and has the necessary skills and knowledge of an occupation, or documented on-the-job work experience, that is recognized by any combination of a State registration agency or a Federal registration agency.

H. "Labor hours" refers to the total number of hours worked by all workers receiving an hourly wage who are directly employed at the site of a City Public Works project including hours performed by workers employed by the contractor and all subcontractors working on the project, but excluding hours worked by superintendents, owners and workers who are not subject to prevailing wage requirements.

I. "Market participation authority" means the city's proprietary capacity to establish terms and conditions for public works contracts that serve legitimate governmental interests while maintaining competitive processes open to all qualified contractors.

J. "Model community workforce agreement" means a template agreement that would be anticipated to serve as a starting point for all construction projects required to utilize economic impact criteria under this chapter and sets forth terms and conditions for hiring requirements to include priority hire workers and similar policies, signed by the city and representatives of the NE Washington/N. Idaho Building & Construction Trades Council, and other labor organizations, as applicable.

K. "Open-shop contractor" means a construction employer that is not already signatory with an affiliate of the NE Washington/N Idaho Building & Construction Trades Council, or other, similar labor organization.

L. "Pre-apprentice graduate" means an individual who successfully completed a State recognized pre-apprenticeship program and is readily available to enter a

registered apprenticeship program or has been accepted into a Washington State registered apprenticeship program, including individuals who are completing the first or second year of apprenticeship training.

M. “Pre-apprenticeship program” means an education-based apprenticeship preparation program that is formally recognized by the Washington State Apprenticeship and Training Council and endorsed by one or more registered apprenticeship sponsors with a focus on educating and training students to meet or exceed minimum qualifications for entry into a registered apprenticeship program.

N. “Pre-construction meeting” means a meeting held between the City, builders, contractors, subcontractors, and other essential personnel prior to a construction project’s start date to go over important information, such as, but not limited to project timelines, permits, goals, establishing of authority, communication, responsibility clarification, schedules, cost estimates, quality control, key stakeholders, and job site safety.

O. “Pre-job meeting” means a meeting held between general contractor(s), relevant subcontractors, the NE Washington/N. Idaho Building & Construction Trades Council, and other labor organizations, as applicable where work assignments are discussed and made.

P. “Priority hire program” means the program created in this chapter to prioritize the recruitment and placement of qualified priority hire workers for training and employment in the construction trades on public works projects where the estimated cost to construct is over five ($5) million dollars.

Q. “Priority hire worker” means an individual prioritized for recruitment, training, and employment opportunities because the individual meets any one or more of the following criteria:

1. a resident of an economically distressed area;
2. A graduate of a state recognized pre-apprenticeship program; or
3. An individual who demonstrates barriers to stable employment or training access, such as prior justice involvement, unstable housing history, limited workforce participation due to historical exclusion, or transition from military service.

R. “Public works” or “public works project”, for the purpose of this portion of code, refers to city construction projects with an estimated cost to construct of five million dollars ($5,000,000) or more, including all phases of multi-phase projects. Contracts for public works projects shall not be fragmented to avoid the requirements of this chapter.

S. “Registered apprenticeship program” means an apprenticeship program that is approved by the Washington State Apprenticeship and Training Council. Registered apprenticeship programs may include both union and non-union programs.

T. “Responsible bidder” means a contractor that meets all qualification requirements established under RCW 39.04.350, including technical competence, financial capability, workforce development capacity, and commitment to apprenticeship utilization goals.

Section 07.06.820 Procurement Authority and Competitive Bidding

A. All procurement under this chapter shall comply with competitive bidding requirements of RCW 39.04. Competitive bidding processes shall remain open to all qualified contractors, with workforce development goals serving as performance criteria rather than bidder exclusions.
B. The city may establish responsible bidder criteria under RCW 39.04.350 that includes workforce development commitments, provided such criteria are objective, clearly defined, and related to the contractor’s ability to perform the work efficiently and effectively.

Section 07.06.830 Public Benefit Hiring

To administer the priority hire program, the City of Spokane shall:

A. Analyze the indicators for economically distressed areas and prepare a list of zip codes that are found to be economically distressed areas and update that list at least once every five years. Any changes proposed by the manager to the criteria for determining economically distressed areas are subject to approval by public rule.
B. Provide technical assistance to contractors on the recruitment and reporting requirements of the priority hire program to promote participation in the priority hire programs.

Section 07.06.840 Model Community Workforce Agreement

A. The City of Spokane shall develop, via good faith negotiations with NE Washington/N Idaho Building & Construction Trades Council, its affiliates, and any other labor organization performing work covered by a CWA, a model CWA to serve as a template for each public works project requiring the utilization of priority hire and similar social impact requirements under this chapter. The model community workforce agreement shall:

1. Include terms and conditions for the utilization of priority hire workers;

2. Include a provision that the NE Washington/N Idaho Building & Construction Trades Council, its affiliates, and any other labor organization performing work covered by a CWA, are the exclusive representatives for workers on applicable projects;
3. Include a dispute resolution procedure;
4. Require that a minimum twenty-five (25%) percent of all labor hours in each trade on a construction project requiring the utilization of priority hire under this chapter be performed by priority hire workers. Labor hours completed by priority hire apprentices pursuant to a community workforce agreement may also be counted towards fulfillment of apprenticeship labor hour requirements under an apprentice utilization plan as described in SMC 07.06.750;
5. Include provisions for pre-construction meetings;
6. Include provisions for pre-job meetings;
7. Include provisions to ensure a respectful workplace that is inclusive and focuses on nondiscrimination and antiharassment behaviors and provides procedures for workers to address concerns;
8. Include provision for the recruitment, retention and mentoring of construction workers, including priority hire workers, and workers who reside in the City of Spokane as they advance from apprentice positions into journey level positions;
9. Include an order of precedence provision that includes any applicable collective bargaining agreements in the order of precedence after the model community workforce agreement;
10. Where free and ample parking is not available at a public works construction project, include provisions to ensure vehicle parking at or nearby, or alternatively, at a dedicated parking area from which the contractor provides transportation, all at no cost to workers;
11. Be structured to streamline paperwork and reporting requirements;
12. Include a requirement that all contractors provide full-family health care benefits and company-paid retirement benefits under an established plan in accordance with the Employee Retirement Income Security Act (ERISA) that is adequate and commensurate with industry standards;
13. Ensure full prevailing wage compliance. Design a model that allows for the verification of employer contributions of the benefit requirements

listed above and allows the city the ability to track the contributions for compliance reporting;

B. If the City of Spokane is unable to negotiate and execute a model community workforce agreement despite good faith efforts, the City will develop and execute a community workforce agreement specific to each public works project, which must contain terms and conditions for the use of priority hire workers as well as provisions related to a respectful workplace.

C. Contractors who submit work bids on public works construction projects requiring the utilization of priority hire under this chapter shall evidence good faith efforts that the contractor can reasonably make to meet the requirements of this chapter, including the percentage labor hour requirements, that are consistent with the terms and conditions set forth in the applicable community workforce agreement.

Section 07.06.850 Specific Community Workforce Agreements (CWA)

The City of Spokane shall negotiate in good faith and execute CWA's that are applicable to covered public works projects, with the NE Washington/N Idaho Building & Construction Trades Council, its affiliates, and any other labor organization performing work covered by a CWA. Each CWA shall comply with and include the applicable terms of this ordinance and any applicable rules and standards developed by the City of Spokane, and will include, at minimum, the requirements described in SMC 07.06.830. Each CWA shall require that all contractors agree to abide by the terms of the CWA to compete and serve on the covered public works project.

The following shall be considered during negotiations.

A. The City of Spokane shall include a requirement in each CWA that a minimum twenty-five (25%) percent of all labor hours in each trade on a construction project requiring the utilization of priority hire under this chapter be performed by priority hire candidates.
B. The City of Spokane shall establish provisions within the CWA that encourage open-shop subcontractors to compete and participate in covered projects. This may include a mechanism to reimburse open-shop contractors for documented, employer-sponsored health and pension contributions that qualify as dual-benefit costs, provided such costs are verified as a double payment of benefits for the same employee during the period of their participation in work covered by the CWA. Such reimbursement shall only apply to benefit payments that the city determines to be compliant with the definition of usual benefits under WAC 296-127-014 and shall not exceed the amount paid into the corresponding trust funds under the CWA.
C. The CWA may include a provision allowing a waiver from the trust fund contribution requirements for contractors who demonstrate that they maintain a bona fide, ongoing employer-sponsored benefit plan that provides health and/or pension benefits substantially equivalent to those required under the CWA. To be eligible

for such a waiver, the contractor must submit: (1) sufficient documentation verifying that the benefit plan is ERISA-compliant or otherwise meets the definition of usual benefits under WAC 296-127-014; (2) proof that the plan has been in continuous operation for a minimum of twelve (12) months prior to the date of contract award; and (3) a sworn attestation that the plan is not established solely to meet CWA obligations. The city or its designated CWA administrator shall have sole discretion to approve or deny such waivers based on the criteria established herein.

D. The CWA may permit an open shop contractor to employ as many as five core employees on each contract in a covered project, provided the core employees meet the core employee criteria set forth in the CWA. Open shop contractors are allowed to select and hire up to five core employees before filling any further hiring needs through dispatch. Open shop contractors must notify the union and identify their core employees. The City of Spokane has authority, at any time, to verify that the employees meet the definition of core employee as established in the CWA.
E. The CWA shall include full family healthcare and multi-employer retirement for all workers.
F. No contractor shall be required to become affiliated with a union to be eligible for work on a project under a CWA with the City of Spokane.
G. The City of Spokane may provide technical assistance to a Women or Minority Business Enterprise (WMBE) and open shop contractors in transitioning to a CWA environment.

H. All craft jurisdictions under the CWA will be governed by the decisions of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry, and agreements therein.

Section 07.06.860 Program Evaluation

A. The City of Spokane shall establish benchmarks and metrics to evaluate the priority hire program, such as project costs; completion times; workplace safety; utilization rates and graduation rates of priority workers, women and racial minorities from pre apprentice and apprentice training programs; and changes in the percentage of dollars paid to WMBE contractors working on covered projects. Metrics should also include the economic impact and the return on investment resulting from implementing the Community Workforce Agreement.

B. The City of Spokane shall report findings to the Mayor and the Spokane City Council annually and make these findings available on a public dashboard.

C. The Mayor and City Council will review program results during 2028 to determine if the program should be expanded or amended by increasing or decreasing thresholds.

Section 07.06.870 Program Compliance

The Administration shall implement a system for monitoring the use of apprentices and priority hire workers in construction projects subject to this chapter. Such monitoring may include identifying individual apprentices and priority hire workers by apprenticeship registration number, reviewing standardized documents provided by the contractor, determining the apprentice and priority hire hours worked by minorities, women, and veterans; and assessing whether the contractor has complied with the apprenticeship or priority hire requirement established in the negotiated contract.

Section 07.06.880 Exceptions and Waivers

A. During the term of a construction contract subject to this chapter, the City of Spokane may reduce or waive the apprentice and/or priority hire labor hour goals upon their determination that at least three of the below conditions are met as documented by the contractor and reviewed by the executive or designee:

    1. The contractor has demonstrated that it has utilized good faith efforts to meet the established percentage requirement but remains unable to fulfill the goal;
    2. In order to meet the requirement, the contractor will be forced to displace members of its workforce;
    3. The reasonable and necessary requirements of the contract render apprentice or priority hire utilization infeasible at the required levels;
    4. The contractor has demonstrated in writing that it has contacted the trade-specific registered apprenticeship program or attempted to hire priority hire workers, yet an insufficient number of apprentices or priority hire workers are available to meet the contract requirements; or
    5. The contractor has demonstrated that it has met or is meeting apprenticeship or priority hire requirements on all existing city construction projects during the 12 months prior to execution of a new contract with the city.

Section 07.06.890 Penalty

A. For each unmet labor hour required by this Article XI there shall be imposed a penalty equal to thirty percent (30%) of the highest paid craft hourly rate on the Public Works project as determined by prevailing wages on each contractor who violates the provisions of this article. For a second violation within five years of the first violation, the penalty shall be sixty percent (60%), and for a third or subsequent violation within five years of the first violation, the penalty shall be ninety percent (90%). General contractors shall only be liable for penalties based on their failure to meet the “per craft” requirements established in SMC 07.06.720(A).

B. The specific facts and circumstances and the existence and extent of any good faith efforts to comply shall be considered when determining whether a contractor is subject to debarment under SMC 07.06.610(B).
C. The City Administrator shall dedicate all revenues derived from penalties imposed for violation of this Article XI for grants to state-recognized pre-apprenticeship programs to assist priority hire workers as defined in this Article XI.

Section 2. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance. In the event of conflict between this ordinance and any other provision of the Spokane Municipal Code, with respect to employee information, this ordinance shall control. This ordinance shall not be construed or applied with any conflicting federal or state law.

Section 3. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

Section 4. Effective Date. This ordinance shall be effective _____, 2025 or on that date set forth in Section 19.B of the Spokane City Charter, whichever is later.

PASSED by the City Council on _____.

_____
Council President

Attest:

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Mayor

Date

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 07/14/2025

Committee Agenda type: Discussion

Council Meeting Date: 08/18/2025

Date Rec'd	6/18/2025		
Clerk's File #	ORD C36729		
Cross Ref #			
Project #			
Submitting Dept	DEVELOPMENT SERVICES CENTER	**Bid #**	
Contact Name/Phone	ELDON BROWN 6305	**Requisition #**	
Contact E-Mail	EBROWN@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	JBINGLE BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	4700 – AMENDING ORDINANCE C-35052 TO RELEASE A PORTION OF THE		

Agenda Wording

Amending Ordinance C-35052 to release easements.

Summary (Background)

In 2021, City Council passed Ordinance C- 35052 vacating portions of Dakota St and retained utility easements within the vacation ordinance. Since that time, the adjacent property owners have asked to vacate these easements to accommodate future expansion of the Gonzaga University Campus. The existing easement holders have been contacted and are in support of the release.

What impacts would the proposal have on historically excluded communities?

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	N/A

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		**Additional Approvals**	
Dept Head	PALMQUIST, TAMI		
Division Director	MACDONALD, STEVEN		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
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erivera@spokanecity.org	

City of Spokane
Development Services Center
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6300

ORDINANCE NO. C36729

An ordinance amending Ordinance C-35052 that vacated portions of Dakota Street in the City of Spokane,

WHEREAS, a petition for the vacation of Dakota Street from the south line of Sharp Avenue to the south line of Boone Avenue has been filed with the City Clerk representing 100% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That Dakota Street from the south line of Sharp Avenue to the south line of Boone Avenue is hereby vacated. NE ¼ S17 T25 R43. Parcel number not assigned.

Section 2. An easement is reserved and retained over and through the entire vacated area, **Except for the north 17.5' of the portion of Dakota Street that crosses vacated Boone Ave and except for the south 17.5' of the portion of Dakota Street that crosses vacated Boone Ave,** for the utility services of Avista Utilities, CenturyLink**Lumen**, Comcast and the City of Spokane to protect existing and future utilities.

Passed the City Council _____

_____
Council President

Attest: _____
City Clerk

Approved as to Form:

_____
Assistant City Attorney

_____ Date: _____
Mayor

Effective Date:_____

Gonzaga Easement Reductions

CITY OF SPOKANE

Amending City Ordinances to release portions of existing easements

THIS IS NOT A LEGAL DOCUMENT: The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.

Legend

- Existing Easements via Ord C-35052
- Existing Easements via Ord C-34983
- Existing Easements via Ord C-27061
- Area to remain after easement reductions

Printed by: edjohnson Print date: 6/17/2025

Agenda Sheet for City Council: **Committee:** Urban Experience **Date:** 07/14/2025 **Committee Agenda type:** Discussion		**Date Rec'd**	6/18/2025
		Clerk's File #	ORD C36730
		Cross Ref #	
Council Meeting Date: 08/18/2025		**Project #**	
Submitting Dept	DEVELOPMENT SERVICES CENTER	**Bid #**	
Contact Name/Phone	ELDON BROWN 6305	**Requisition #**	
Contact E-Mail	EBROWN@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	JBINGLE BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	4700 – AMENDING ORDINANCE C-34983 TO RELEASE A PORTION OF THE		

Agenda Wording

Amending Ordinance C-34983 to release easements

Summary (Background)

In 2021, City Council passed Ordinance C- 34983 vacating portions of Boone Ave and retained utility easements within the vacation ordinance. Since that time, the adjacent property owners have asked to vacate these easements to accommodate future expansion of the Gonzaga University Campus. The existing easement holders have been contacted and are in support of the release.

What impacts would the proposal have on historically excluded communities?

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	N/A

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		**Additional Approvals**	
Dept Head	PALMQUIST, TAMI		
Division Director	MACDONALD, STEVEN		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
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erivera@spokanecity.org	akiehn@spokanecity.org

City of Spokane
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Spokane, WA 99201-3343
(509) 625-6300

ORDINANCE NO. C36730

An ordinance amending Ordinance C-34983 that vacated portions of Boone Avenue, Desmet Avenue, and Dakota Street in the City of Spokane,

WHEREAS, a petition for the vacation of Boone Avenue from Dakota Street to Cincinnati Street; the South 15 feet of Desmet Avenue from the West line of vacated Cincinnati Street to the West line of Dakota Street; Dakota Street from the South line of Boone Avenue to the South line of Desmet Avenue; Desmet Avenue from the East line of Lot 9, Block 53, 1st Sub-Division of Block "A" in 3rd Sinto Addition to the East line of Dakota Street has been filed with the City Clerk representing 100 percent of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That Boone Avenue from Dakota Street to Cincinnati Street; the South 15 feet of Desmet Avenue from the West line of vacated Cincinnati Street to the West line of Dakota Street; Dakota Street from the South line of Boone Avenue to the South line of Desmet Avenue; Desmet Avenue from the East line of Lot 9, Block 53, 1st Sub-Division of Block "A" in 3rd Sinto Addition to the East line of Dakota Street is hereby vacated. NE ¼ of S17 T25 R43, parcel number not assigned.

Section 2. An easement is reserved and retained over and through the entire vacated area**, except for the north 17.5 feet of Boone Avenue, and except for the south 17.5 feet of Boone Avenue,** for the utility services of Avista Utilities, CenturyLink**\Lumen**, and the City of Spokane to protect existing and future utilities.

Passed the City Council _____

_____
Council President

Attest: _____
City Clerk

Approved as to Form:

_____
Assistant City Attorney

_____ Date: _____
Mayor

Effective Date:_____

Gonzaga Easement Reductions

CITY OF SPOKANE

Amending City Ordinances to release portions of existing easements

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Legend

- Existing Easements via Ord C-35052
- Existing Easements via Ord C-34983
- Existing Easements via Ord C-27061
- Area to remain after easement reductions

Printed by: edjohnson Print date: 6/17/2025

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 07/14/2025

Committee Agenda type: Discussion

Council Meeting Date: 08/18/2025

Date Rec'd	6/18/2025		
Clerk's File #	ORD C36731		
Cross Ref #			
Project #			
Submitting Dept	DEVELOPMENT SERVICES CENTER	**Bid #**	
Contact Name/Phone	ELDON BROWN 6305	**Requisition #**	
Contact E-Mail	EBROWN@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	JBINGLE BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	4700 – AMENDING ORDINANCE C-27061 TO RELEASE A PORTION OF THE		

Agenda Wording

Amending Ordinance C-27061 to release easements.

Summary (Background)

In 1983, City Council passed Ordinance C-27061 vacating portions of Boone Ave and retained utility easements within the vacation ordinance. Since that time, the adjacent property owners have asked to vacate these easements to accommodate future expansion of the Gonzaga University Campus. The existing easement holders have been contacted and are in support of the release.

What impacts would the proposal have on historically excluded communities?

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	N/A

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		**Additional Approvals**	
Dept Head	PALMQUIST, TAMI		
Division Director	MACDONALD, STEVEN		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
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erivera@spokanecity.org	akiehn@spokanecity.org

City of Spokane
Development Services Center
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6300

ORDINANCE NO. C36731

An ordinance amending Ordinance C-27061 that vacated portions of Boone Ave, Astor St, and Sharp Ave in the City of Spokane,

WHEREAS, a petition for the vacation of Boone Avenue, in the City of Spokane, from the east line of Astor Street to the west line of Dakota Street; Addison Street, from Boone Avenue to the south line of Sharp Avenue; Standard Street from Boone Avenue to 142 feet north of Boone Avenue, has been filed with the City Clerk representing 100% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79: and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. Boone Avenue, in the City of Spokane, from the east line of Astor Street to the west line of Dakota Street; Addison Street, from Boone Avenue to the south line of Sharp Avenue; Standard Street from Boone Avenue to 142 feet north of Boone Avenue are hereby vacated.

Section 2. An easement is reserved and retained over and within each of the vacated areas**, Except for the north 17.5 feet of the Boone Avenue vacation areas and except for the south 17.5 feet of the Boone Avenue vacation areas,** for the maintenance, operation, and installation of existing and future utilities, including those provided by the City of Spokane and those provided by Pacific Northwest Bell Telephone Company**Lumen**, Washington Water Power Company**Avista** and Cox Cable TV**Comcast** and the implementation of the Sharp II storm sewer basin which is scheduled for construction, and no structures or other obstruction shall be erected or placed within the easement area without the prior written approval of the Public Works Director.

Section 3. That The City shall have the right at all times to enter the easement area for the purposes of installation, maintenance and repair of all City utilities and to extend to private entities providing utility service the right to enter the easement area to perform the same activities.

Section 4. The City shall perform any maintenance, repair or installation of City utilities within the easement area in such a way as to provide that the easement area and all improvements therein shall be adversely affected to the minimal degree and at the completion thereof leave the property level and smooth at grade level, but shall not be responsible to install any surface, landscaping or other improvement that has been removed or disrupted by the work.

Passed the City Council _____

_____
Council President

Attest: _____
City Clerk

Approved as to Form:

_____
Assistant City Attorney

_____ Date: _____
Mayor

Effective Date:_____

Gonzaga Easement Reductions

CITY OF SPOKANE

Amending City Ordinances to release portions of existing easements

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Legend

- Existing Easements via Ord C-35052
- Existing Easements via Ord C-34983
- Existing Easements via Ord C-27061
- Area to remain after easement reductions

Printed by: edjohnson Print date: 6/17/2025

Agenda Sheet for City Council: **Committee:** Urban Experience **Date:** 07/14/2025 **Committee Agenda type:** Discussion		**Date Rec'd**	7/9/2025
		Clerk's File #	ORD C36732
		Cross Ref #	
Council Meeting Date: 08/18/2025		**Project #**	
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	ADAM 6779	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	ZZAPPONE PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	0520 ORDINANCE RENAMING HOUSING LOCAL SALES TRUST FUND TO HEART		

Agenda Wording

An ordinance renaming the Housing Local Sales Trust Fund to the Housing Equity and Attainable Residences Trust (HEART) Fund, matching the municipal code with state law, and making the HEART affordable housing program permanent.

Summary (Background)

An ordinance renaming the Housing Local Sales Trust Fund to the Housing Equity and Attainable Residences Trust (HEART) Fund, matching the municipal code with state law, and making the HEART affordable housing program permanent; adopting a new Section 08.07C.051; amending Sections 07.08.155, 08.07C.020, 08.07C.030; and repealing Sections 08.07C.050 and 08.07.060 of the Spokane Municipal Code.

What impacts would the proposal have on historically excluded communities?

The recent H.O.M.E. Starts Here Initiative seeks to reduce the number of Spokane residents who are housing cost-burdened, add new housing units at all income levels, and expand the City's homeownership rate. This ordinance celebrates the community-led work to that end by renaming the Housing Local Sales Trust Fund to HEART.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	N/A

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		**Additional Approvals**	
Dept Head	SCOTT, ALEXANDER		
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List
amcdaniel@spokanecity.org

ORDINANCE NO C36732

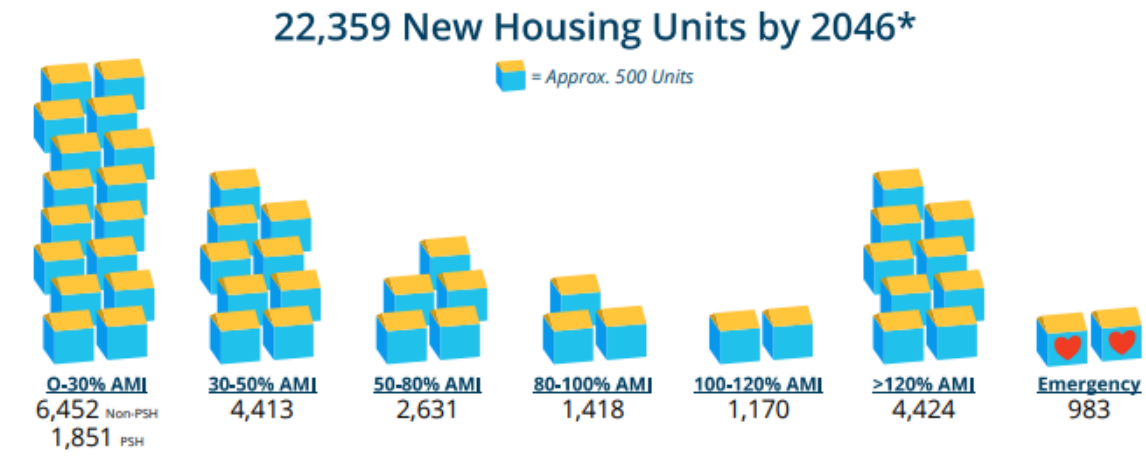
An ordinance renaming the "Housing Local Sales Fund" to the "Housing Equity and Attainable Residences Trust (HEART) Fund," matching the municipal code with state law, and making the HEART Fund affordable housing program permanent; adopting a new Section 08.07C.051; amending Sections 07.08.155, 08.07C.020, 08.07C.030; and repealing Sections 08.07C.050 and 08.07.060 of the Spokane Municipal Code.

WHEREAS, after a community campaign led by the Spokane Alliance's Housing Equity and Action Research Team, the Spokane City Council adopted Ordinance C35982 in 2020 imposing a sales and use tax for the construction, acquisition, and rehabilitation of attainable housing and housing-related supportive services as authorized by HB 1590; and

WHEREAS, the Sales and Use Tax for Housing and Housing-Related Services, known as "1590", is a significant primary local funding source for the construction of affordable housing, behavioral health facilities, housing-related services, and behavioral health services; and

WHEREAS, Spokane needs more than 22,000 housing units by 2046, including more than 11,000 units at 60% of the Area Median Income ("AMI") or below; and

Exhibit 2: Housing Target



Source: City of Spokane, 2024.

WHEREAS, the H.O.M.E. Starts Here Initiative seeks to reduce the number of Spokane residents who are housing cost-burdened, to add new housing units at all income levels, and to expand the city's homeownership rate; and

WHEREAS, to achieve these housing stability goals, the City seeks to update the municipal code to give the City Council and Administration the utmost flexibility to respond nimbly to the City's affordable housing needs; and

WHEREAS, the Brown Administration and City Council seek to celebrate the community-led work to create this critical affordable housing funding source by renaming the program to HEART; and

WHEREAS, the provisions of Ordinance C35982, particularly portions of the ordinance codified in SMC 08.07C.050 and as modified by Ordinance C36401 in 2023, are difficult to administer and do not allow for efficient disposition of 1590 funds; and

WHEREAS, the City intends to streamline the provisions established by Ordinance C35982 to better serve the City's long-term housing and program goals and affordable housing planning efforts;

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 07.08.155 of the Spokane Municipal Code is amended to read as follows:

Section 07.08.155 ((~~Housing Local Sales Tax Fund~~)) Housing Equity and Attainable Residences Trust (HEART) Fund

A. There is established a special revenue fund to be known as the ((~~"Housing Local Sales Tax Fund,"~~)) "Housing Equity and Attainable Residences Trust (HEART) into which shall be deposited funds generated from the 0.1% local sales and use tax for affordable housing and supportive services ((~~created pursuant to Ordinance No. C-35982 and~~)) codified in Chapter 8.07C SMC.

B. The funds shall be used consistent with the provisions of Chapter 8.07C SMC and RCW 82.14.530.

Section 2. That Section 08.07C of the Spokane Municipal Code is amended to read as follows:

Chapter 08.07C ((~~Sales and Use Tax for Housing and Housing-Related Supportive Services~~ Housing Equity and Affordable Residences Trust (HEART)

Section 3. That Section 08.07C.020 of the Spokane Municipal Code is amended to read as follows:

Section 08.07C.020 Imposition of Sales and Use Tax ((~~; Notification to and Collection by the State Department of Revenue~~)) HEART Fund

A. There is imposed a sales and use tax ((~~, as the case may be, as authorized by Chapter 222, Laws of 2020,~~)) as codified ((~~at~~)) in RCW 82.14.530, upon every taxable event, as defined in chapter 82.14 RCW, occurring within the City of Spokane.

B. The rate of the tax authorized by this section may not exceed one-tenth of one percent (0.1%) of the selling price in the case of a sales tax, or value of the article used, in the case of a use tax.

C. The tax authorized by this section is in addition to any other taxes authorized by law and must be collected from persons who are taxable by the state under Chapters 82.08 and 82.12 ((~~,~~)) RCW, upon the occurrence of any taxable event within the city.

D. ((~~The City shall notify the Department of Revenue of the imposition of the tax no sooner than April 1, 2021, and shall only make such notification if the City has not begun collection of an alternative and unrestricted revenue source in a projected amount which is equivalent to the projected revenues authorized by this section.~~)) The tax authorized by this section shall be known as the Housing Equity and Attainable Residences Trust (HEART) Fund.

Section 4. That Section 08.07C.030 of the Spokane Municipal Code is amended to read as follows:

Section 08.07C.030 Uses of Tax Revenues; Funding Priorities

A. The City may use the moneys collected by the tax imposed under SMC 08.07C.020 or bonds issued under RCW 82.14.530(5) only for the purposes

described in RCW 82.14.530, with a minimum of ((~~seventy- five~~)) sixty percent ((~~75%~~)) (60%) of the revenue collected under this chapter annually to be used for the following purposes, consistent with RCW 82.14.530(2) with a specific preference for occupant ownership of housing units, including, without limitation, cooperatively-owned multi-family projects:

1. ((~~Constructing or acquiring~~)) Grants, loans, or projects to construct or acquire affordable housing, which may include emergency, transitional, and supportive housing and new units of affordable housing within an existing structure, and facilities providing housing-related services or acquiring land for these purposes; or

2. ((~~Constructing or acquiring~~)) Grants, loans, or projects to construct or acquire behavioral health-related facilities, or acquiring land for these purposes; or

3. Funding the operations and maintenance costs of new units of affordable housing and facilities where housing-related programs are provided, or newly constructed evaluation and treatment centers.

4. The affordable housing and facilities providing housing-related programs in 08.07C.030(A)(1) may only be provided to persons within any of the following population groups whose income is at or below sixty percent of the median income of ((~~the county imposing the tax~~)) Spokane County:

    a. Persons with behavioral health disabilities; or

    b. Veterans;

    c. Senior citizens;

    d. Persons who are homeless or at-risk of being homeless, including families with children;

    e. Unaccompanied homeless youth or young adults;

    f. Persons with disabilities; or

    g. Domestic violence survivors.

B. The remainder of the moneys collected under this chapter must be used for the operation, delivery, or evaluation of mental and behavioral health treatment

programs and services or housing-related services, with the overall objective of helping to maintain housing stability.

C. Commencing January 1, 2026, the City Council may adopt an annual resolution no later than February 1 identifying any objective priority or priorities the Council seeks to achieve by projects and services recommended for award under this chapter. Adoption of such a resolution shall not be a substitute for council approval of funding of individual projects as may be required under Sections 07.06 and 07.19 of the Spokane Municipal Code.

((~~C.~~)) D. Recommendations on the use of revenues collected under this chapter shall employ a racial equity framework that promotes equity, works to reduce disparities in housing, and achieve equitable outcomes for marginalized populations and populations that have been subject to historical or present discrimination in housing markets and/or housing policy.

((~~D.~~)) E. The City may, under the authority of RCW 82.14.530(5), issue general obligation or revenue bonds within the limitations now or hereafter prescribed by state law, and may use, and is authorized to pledge, up to fifty percent (50%) of the revenues collected under the authority of this chapter for repayment of such bonds, in order to finance the provision or construction of affordable housing, facilities where housing-related programs are provided, or evaluation and treatment centers described in RCW 82.14.530(2)(a)(iii).

((~~E.~~)) F. Revenues collected under this chapter may be used to offset reductions in state or federal funds for the purposes described in RCW 82.14.530(2).

~~((F.~~)) G. No more than ten percent (10%) of the revenues collected under the authority of this chapter may be used to supplant existing local funds.

((~~G.~~)) H. No more than ((~~two and one-half~~)) ten percent ((~~(2.5%)~~)) (10%) of the revenues collected under the authority of this chapter may be used for administrative expenses or program implementation costs incurred by the City of Spokane.

Section 5. That Section 08.07C.050 of the Spokane Municipal Code is repealed.

Section 6. That there is adopted a new Section 08.07C.051 of the Spokane Municipal Code to read as follows.

Section 08.07C.051 Funding Process and Timeline

A. An annual notice of funding availability for construction, rehabilitation, or acquisition shall be published no later than May 1st unless temporarily extended or delayed by City Council resolution. The application shall remain open no less than sixty (60) days.

B. An annual notice of funding availability for housing-related or behavioral health services shall be published no later than June 1st unless temporarily extended or delayed by City Council resolution. The application shall remain open no less than sixty (60) days.

C. The Community, Housing, and Human Services Department and Purchasing and Contracts Department shall establish multilevel application review and evaluation procedures consistent with the City's approved procurement policies and procedures and state law. All evaluation criteria shall be enumerated in the notice of funding availability.

D. The Community, Housing, and Human Services Department shall provide at least one technical assistance workshop in person or virtually to potential applicants and interested parties before issuing a notice of funding availability. The Community, Housing, and Human Services Department may also provide individual technical assistance meetings to potential applicants upon the availability of Community, Housing, and Human Services Department staff.

E. Any project or service recommended to the City Council for award under this chapter shall be evaluated, at minimum, for conceptual soundness, financial feasibility, project readiness, and the historic performance of the applicant, provided that nothing shall prohibit award recommendations to new applicants working closely or in partnership with an experienced housing development or management organization.

H. The Community, Housing, and Human Services Department shall provide biannual updates to the City Council on the status of HEART-funded projects and programs, including but not limited to the estimated date of construction completion, the number of units constructed, and the number of persons served by projects and programs.

Section 7. That Section 08.07C.060 of the Spokane Municipal Code is repealed.

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 07/14/2025

Committee Agenda type: Discussion

Council Meeting Date: 08/18/2025

Date Rec'd	7/9/2025		
Clerk's File #	ORD C36733		
Cross Ref #			
Project #			
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	ADAM 6779	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	ZZAPPONE PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	0520 - AFFORDABLE HOUSING PERMIT FEE DEFERRAL PROGRAM		

Agenda Wording

An ordinance establishing the Affordable Housing Permit Fee Deferral Program; adopting a new Chapter 08.07F of the Spokane Municipal Code.

Summary (Background)

There is enacted a new chapter 08.07F to Title 08 of the Spokane Municipal Code.

What impacts would the proposal have on historically excluded communities?

The recent H.O.M.E. Starts Here Initiative seeks to reduce the number of Spokane residents who are housing cost-burdened, add new housing units at all income levels, and expand the city's homeownership rate. This ordinance facilitates the building of housing through innovative housing programs.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source

Funding Source Type Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		**Additional Approvals**	
Dept Head	SCOTT, ALEXANDER		
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List
amcdaniel@spokanecity.org

ORDINANCE NO. C 36733

An ordinance establishing the Affordable Housing Permit Fee Deferral Program; adopting a new Chapter 08.21 of the Spokane Municipal Code.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. There is enacted a new chapter 08.21 to Title 08 of the Spokane Municipal Code to read as follows:

Chapter 08.21 Affordable Housing Permit Fee Deferrals Program
08.21.010 Purpose
08.21.020 Definitions
08.21.030 Project Applicability
08.21.040 Application Process
08.21.050 Application Review
08.21.050 Permit Fees Eligible for Deferral
08.21.060 Permit Fees Due
08.21.070 Placement of Lien
08.21.080 Program Administration

Section 08.21.010 Purpose

Permit fees related to housing development, construction, or rehabilitation represent a significant hurdle to housing development in Spokane. This section establishes the Affordable Housing Permit Fee Deferrals Program, creating a limited deferred payment program of certain building and construction fees until the end of construction to lower barriers to affordable housing development.

Section 08.21.020 Definitions

Term	Definition
Affordable Housing Developer	An individual, group of individuals, partnership, corporation, association, municipal corporation, state agency, or other person undertaking affordable housing development.
Affordable Housing Development	The construction or reconstruction of affordable housing, consistent with the specific project requirements under the programs set forth in Section 08.07F.030.
Certificate of Occupancy	A legal document used to identify the approved use and/or occupancy of a building or a portion thereof. A Certificate of Occupancy is required before a building or structure can be used or occupied, and whenever

	there is a change in the existing occupancy of a building or portion thereof.
Owner	The property owner of record.
Project	A development, redevelopment, or rehabilitation of a building occurring as part of an overall site plan.

Section 08.21.030 Affordable Housing Permit Fee Deferrals Program Project Applicability

A. To qualify for the Affordable Housing Permit Fee Deferrals Program, a project shall be approved or recommended for funding for one or more of the following housing programs:

1. Multi-Family Housing Tax Exemption twelve-year (12-year) or twenty-year (20-year) program provided in SMC 08.15;
2. Sales and Use Tax for Affordable and Supportive Housing provided in SMC 08.07B;
3. Housing Equity and Attainable Residences Trust (HEART) Program provided in SMC 08.07C;
4. Parking 2 People Program provided in SMC 08.07D; or
5. Commercial Conversion Program provided in SMC 08.07E.
6. Home Investment Partnership Program (HOME)

B. Approval or qualification for the programs listed above shall not grant a right to any deferred payment of permit fees under this chapter.

Section 08.21.040 Application Process

An owner or developer of an eligible project seeking to defer building and construction permit fees under this chapter must complete the following procedures:

A. The owner or affordable housing developer must apply to the City in writing, on forms adopted by the Development Services Department. The application must contain the following:

1. Proof of approval for an affordable housing sales and use tax deferral program or funding award recommendation as described in SMC 08.21.030;
2. A description of the affordable housing project and site plan;

3. A statement of the expected number of affordable housing units to be created; and

4. Estimated construction cost and post-construction valuation.

B. A statement that the owner or developer is aware that a real property lien will be placed on the parcel or parcels associated with the affordable housing development, which lien may be removed upon the time the deferred building and construction permit fees are paid in full.

C. A statement that the owner or developer is aware that a certificate of occupancy will not be issued until all deferred building and construction permit fees are paid in full.

D. The owner or developer must verify the application by oath or affirmation.

Section 08.21.050 Permit Fees Eligible for Deferral

A. Building and construction permit fees eligible for deferral under the Affordable Housing Permit Fee Deferrals Program are:

Building and Construction Permits	**Spokane Municipal Code Reference**
Building Permit	SMC 08.02.031(A)
Street Obstruction Permit	SMC 17G.010.210(D)

B. No other permit fees shall be deferred under the Affordable Housing Permit Fee Deferrals Program unless approved by the Director of Community and Economic Development. Deferral of other permit fees shall be subject to the provisions of this chapter.

C. A project approved under the Affordable Housing Permit Fee Deferrals Program may defer eligible permit fees up to $150,000.

Section 08.21.060 Permit Fees Due

A. Any permit fees deferred under the Affordable Housing Permit Fee Deferrals Program shall be paid (1) before a certificate of occupancy or temporary certificate of occupancy is issued or (2) at the expiration of each permit with a deferred fee, if the project is abandoned before completion.

B. All deferred permit fees shall be paid by the owner or developer regardless of whether the project is completed.

Section 08.21.070 Placement of Lien

A. A lien may be filed on all parcels approved under the Affordable Housing Permit Fee Deferrals Program, equivalent to all deferred building and construction permit fees.

B. Liens should be placed by the City in a manner that minimizes the financing risk of affordable developers and ensures completion of the affordable housing project.

C. A lien placed by the City shall only be removed when fees are paid in full by the developer or owner.

Section 08.21.080 Program Administration

A. The Development Services Center may, through administrative policies and procedures, place a limit on the total number and amount of fee deferrals to be outstanding at any one time.

B. An administrative fee may be applied and added to the repayment of the deferred fees.

C. Any administrative fee shall be due at the time of repayment by the owner or developer.

D. Administrative fees shall be used to support the administration of the program.

E. The Development Services Center may establish project evaluation criteria, policies, and procedures consistent with this chapter and any provisions for public rules in the Spokane Municipal Code.

Section 2. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 3. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council: **Committee:** Urban Experience **Date:** 07/14/2025 **Committee Agenda type:** Consent **Council Meeting Date:** 08/18/2025		**Date Rec'd**	7/9/2025
		Clerk's File #	ORD C36734
		Cross Ref #	
		Project #	
Submitting Dept	CODE ENFORCEMENT & PARKING	**Bid #**	
Contact Name/Phone	LUIS GARCIA 6850	**Requisition #**	
Contact E-Mail	LGARCIA@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	JBINGLE PDILLON BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	1460 – ORDINANCE AMENDING CHAPTER 08.02		

Agenda Wording

Ordinance to add back fees for lost parking revenue related to development and construction.

Summary (Background)

The updated language under Chapter 08.02 for lost parking revenue was inadvertently removed in the recent code update and needs to be added back to two sections.

What impacts would the proposal have on historically excluded communities?

N/A

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

N/A

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

N/A

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

The Parking System fund recovers lost revenue when spaces and related devices are taken offline. Parking Services does not rely on general fund monies which is why cost recovery is important.

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	N/A

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		**Additional Approvals**	
Dept Head	GBYRD		
Division Director	GBYRD		
Accounting Manager	GBYRD		
Legal	GBYRD		
For the Mayor	GBYRD		

Distribution List	
nriley@spokanecity.org	sshields@spokanecity.org
akiehn@spokanecity.org	adbrown@spokanecity.org
jtaylor@spokanecity.org	
lgarcia@spokanecity.org	

ORDINANCE NO C36734

An Ordinance relating to fees and charges amending Chapter 08.02 of the Spokane Municipal Code. Specifically amending Section 08.02.065 Streets and Airspace and other matters properly related thereto.

WHEREAS, on December 9, 2024, the City Council adopted Ordinance C36619, a comprehensive update of the city's permitting fee schedule; and

WHEREAS, Ordinance C36619, as drafted and adopted, inadvertently eliminated language regarding revenue losses arises from obstruction of the public right-of-way from parklets and streateries; and

WHEREAS, the City Council wishes to restore provisions relating to revenue losses arising from obstructions of the public right-of-way;

The City of Spokane does hereby ordain:

Section 1: That SMC 08.02.065 is amended to read as follows:

Section 08.02.065 Streets and Airspace

A. Fees are provided in the Development Fee Schedule.

B. Street Obstruction Permits.

1. The director of engineering services may adjust the boundaries where a long-term obstruction is considered to be in a congested area in the interests of the public health, safety, and convenience, considering the need to promote traffic flows and convenience in administrative enforcement needs.

2. The Director of the Development Services Center may set a master annual obstruction permit fee based on a reasonable estimate of the expense to the City of providing permit services. Permit fees are payable at least quarterly. If a master annual permit fee is revoked, the party may apply for a refund of unused permit fees;

3. No obstruction fee is charged for street obstruction permits for activities done by or under contract for the City.

C. The fee for a building moving permit shall be waived for the moving of a building which is an historic landmark or a contributing building located within an historic district.

D. A contractor shall notify the department of engineering services for application of road oil or other dust palliatives to public ways and places of public travel or resort in accordance with SMC 12.02.0740(B).

E. A revenue loss affected by an obstruction of the public right-of-way shall be equivalent to the maximum daily rate for each space obstructed in the Paid Parking Zone (defined in SMC 16A.04.100). Current Paid Parking Zone rates can be found in SMC 08.02.083.

Section 2: That SMC 08.02.0235 is amended to read as follows:

Section 08.02.0235 Parklets and Streateries

A. Application, review, and annual license fees are provided in the Development Fee Schedule.

B. ((~~Parking meter revenue loss mitigation fees are also provided in the Development Fee Schedule.~~)) A revenue loss affected by an obstruction of the public right-of-way shall be equivalent to the maximum daily rate for each space obstructed in the Paid Parking Zone (defined in SMC 16A.04.100). Current Paid Parking Zone rates can be found in SMC 08.02.083.

C. In addition to the annual fee, the city shall collect from the license applicant and remit to the state department of revenue the required state leasehold excise tax, as prescribed in chapter 82.29A, RCW.

Section 3: Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 07/28/2025

Committee Agenda type: Discussion

Council Meeting Date: 08/18/2025

Date Rec'd	7/11/2025		
Clerk's File #	ORD C36737		
Cross Ref #			
Project #			
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	ADAM 6779	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	PDILLON BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	0520 REPEAL OF SMC CHAPTER 09.01 DUE TO PASSAGE OF I-1433		

Agenda Wording

A code clean-up ordinance removing expired SMC Chapter 09.01 as a result of a sunset provision triggered upon the passage and implementation of I-1433 in 2016; repealing Chapter 09.01 of the Spokane Municipal Code.

Summary (Background)

This ordinance officially repeals and removes the expired earned sick and safe and leave municipal code chapter as a result of the sunset provision corresponding to the implementation of I-1433.

What impacts would the proposal have on historically excluded communities?

N/A

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

N/A

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

N/A

Council Subcommittee Review

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Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	N/A

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		**Additional Approvals**	
Dept Head	SCOTT, ALEXANDER		
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List
amcdaniel@spokanecity.org

ORDINANCE NO. C36737

A code clean-up ordinance removing expired SMC Chapter 09.01 as a result of a sunset provision triggered upon the passage and implementation of I-1433 in 2016; repealing Chapter 09.01 of the Spokane Municipal Code.

WHEREAS, the Spokane City Council adopted Ordinance C35300 establishing a citywide earned safe and sick leave policy in January 2016; and

WHEREAS, the Spokane City Council adopted Ordinance C35450 in November 2016, establishing a sunset provision corresponding to the implementation of I-1433, passed by Washington state voters in 2016; and

WHEREAS, this ordinance officially repeals and removes the expired earned sick and safe and leave municipal code chapter as a result of the sunset provision corresponding to the implementation of I-1433.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Chapter 09.01 of the Spokane Municipal Code is repealed.

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 07/28/2025

Committee Agenda type: Discussion

Council Meeting Date: 08/18/2025

Date Rec'd	7/23/2025
Clerk's File #	ORD C36740
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	CM DILLON 625-6254
Contact E-Mail	PDILLON@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Council Sponsor(s)	PDILLON KKLITZKE
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	0320 ORDINANCE TITLED "SAFE AND WELCOME IN SPOKANE"

Agenda Wording

An ordinance titled "Safe and Welcome in Spokane", expanding protections against warrantless searches from immigration enforcement in designated non-public areas, amending sections 12.05.005, 12.05.060, and 12.05.070 of the Spokane Municipal Code.

Summary (Background)

SMC 12.05.050 currently limits access of federal immigration officials onto non-public City property. This ordinance expands the non-public designation to private events that are held on public right of ways. It would make warrantless entry into private events by federal immigration enforcement illegal in the City of Spokane.

What impacts would the proposal have on historically excluded communities?

Immigrants and refugees have historically felt excluded from local neighborhood events or from organizing their own. This issue is more prevalent now that there are documented cases of ICE raiding spaces without warrants and arresting people who often are abiding by federal immigration law. This fear is compounded by the fact that ICE has been covering their faces and refusing to identify themselves or provide a judicial warrant during their operations. This ordinance will provide a protection for private events and recourse for those who's privacy rights are violated.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

A recent memo from the Police Department stated that if federal immigration enforcement or people alleging to be federal immigration enforcement agents appears to be breaking the law, SPD will (1) Complete a police report documenting all allegations of criminal behavior, witness statements, and if possible, federal supervisors name and contact information; (2) Document actions taken appropriately under the police report number obtained by officers; and (3) Tag all associated videos in Evidence.com under the case report number.

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

The documentation collected by SPD can be used to track cases in which this ordinance was violated and their outcomes.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

SMC 16A.84.090 states that "[The City] may establish a play streets and neighborhood block party program to create opportunities for neighbors to temporarily close non-arterial streets to provide car-free safe spaces for neighborhood and community-centered activities, including but not limited to block parties, community gatherings, and places for children to play." This ordinance encourages immigrant and refugee communities in Spokane to organize these types of events. SMC 12.05.050 states that "It is the intent of the City of Spokane to protect and ensure the Fourth Amendment rights afforded to all people under the United States Constitution and in accordance with all state and federal laws." RES 2025-0010 states that "the City of

Council Subcommittee Review

Equity Subcommittee will review this ordinance on August 20, 2025.

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Not applicable

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		**Additional Approvals**	
Dept Head			
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor			

Distribution List

ORDINANCE NO. C36740

An ordinance titled “Safe and Welcome in Spokane”, expanding protections against warrantless searches from immigration enforcement in designated non-public areas, amending sections 12.05.005, 12.05.060, and 12.05.070 of the Spokane Municipal Code.

WHEREAS, the official motto for the City of Spokane is “In Spokane We All Belong”; and

WHEREAS, the City of Spokane strives to be a welcoming city for immigrants and refugees; and

WHEREAS, recent changes in federal immigration policies and practices have caused fear and uncertainty in our communities; and

WHEREAS, the City is proud to host hundreds of events ranging from weddings, picnics, large group gatherings, corporate events and more each year at some of the most beautiful venues and settings anywhere in Spokane; and

WHEREAS, it is beneficial to the City that all Spokane residents feel safe and comfortable participating in events on city property; and

WHEREAS, the Washington State Office of the Attorney General’s Guidance Concerning Immigration Enforcement states: "Local governments and private organization should adopt a policy that addresses when federal immigration authorities will be permitted to access non-public areas"; and

WHEREAS, RCW 35.22.280 states: “[Any city of the first class shall have power] to make all regulations necessary for the preservation of public morality, health, peace, and good order within its limits”; and

WHEREAS, the Washington State Constitution states: “No person shall be disturbed in his private affairs, or his home invaded, without authority of law”; and

WHEREAS, the Fourth Amendment of the United States Constitution states: “The right of the people to be secure in their persons, houses, papers, and effects, against unreasonable searches and seizures, shall not be violated, and no Warrants shall issue, but upon probable cause, supported by Oath or affirmation, and particularly describing the place to be searched, and the persons or things to be seized"; and

WHEREAS, in the case United States v. Vertigo-Urquidez the U.S. Supreme Court held that persons “protected by the Fourth Amendment, and by the First and Second Amendments, and to whom rights and powers are reserved in the Ninth and Tenth Amendments, refers to a class of persons who are part of a national community or who

have otherwise developed sufficient connection with this country to be considered part of that community"; and

WHEREAS, in 2018 the City Council enacted Ordinance C35681, codified in Section 12.05.050 of the Spokane Municipal Code, which established provisions to restrict warrantless entry of federal immigration officials onto City property; and

WHEREAS, Ordinance C35681 did not extend to public rights of way or anticipate ticketed events on public rights of way; and

WHEREAS, federal immigration officials have accelerated their efforts to identify, detain and arrest local individuals whom they deem to be unlawfully in the country; and

WHEREAS, the heightened enforcement by federal immigration officials locally has resulted in civil unrest and protests, most recently on June 11, 2025, compelling the mayor to declare an emergency and to impose a curfew to quell protest and prevent injuries; and

WHEREAS, the City Council anticipates many civic and festival events, which events are important to local immigrants, but whom now are likely to fear attending any public events, particularly those occurring on public property or public rights of way, because of the heightened enforcement by federal immigration officials locally; and

WHEREAS, the City Council wishes to expand the definition of "non-public" areas to include public rights-of-way for which public access is temporarily restricted.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That section 12.05.005 of the Spokane Municipal Code is amended to read as follows:

Section 12.05.005 Definitions

A. "Agent" means any person acting within the scope of employment by or acting on behalf of the City of Spokane including City-facility property managers.

B. "Baby changing facility" means a table or other device suitable for changing the diaper of a child.

C. "Employee" means any person holding a regularly compensated position of employment with the City of Spokane including elected officers.

D. "Basic City Facility" or "Basic City Facilities" means public safety facilities, including fire and police stations, City-owned water reservoirs, and other utility facilities, city-

owned homeless shelters, and community centers. Provided that, utility facilities shall not include privately constructed utility facilities, stormwater facilities and conveyance systems, or water and wastewater utility transmission and distribution systems and related appurtenances, to include without limitation, pipe replacements and relocations; well upgrades; pump stations; lift stations, etc.

E. “Federal civil immigration enforcement operations” means an operation than has one of its objectives the identification or apprehension of a person or persons in order to investigate them for a violation of the immigration law and subject them to one or more of the following:

1. Civil immigration detention;

2. Removal proceedings; and

3. Removal from the United States

F. “LEED” is a green building rating and certification system developed by the U.S. Green Building Council to evaluate environmental performance from a whole building perspective, including sites, water efficiency, energy & atmosphere, materials & resources, indoor environmental quality, locations & linkages, awareness & education, innovation in design, and regional priority.

G. "Nonpublic" means any area of a city facility ((~~or property that is not generally open and accessible to the general public, but instead requires prior to entry express permission, such as a valid ticket for a bona fide passenger, or permission~~)), property, or public right of way that is not generally open and accessible to the general public or for which public access is temporarily restricted, such as a permitted special event that requires express permission from the permit holder to enter, an area requiring a valid ticket for a bona fide attendee or passenger, or an area where permission to enter has been given by a city employee or an employee of a tenant in a city facility on an individual basis. Areas posted as “Restricted” in City facilities shall be considered to be non-public areas.

H. “United States Citizenship and Immigration Services” means the agency of the United States Department of Homeland Security and any successor agency charged with overseeing United States immigration laws.

I. “United States Customs and Border Protection” means the agency of the United States Department of Homeland Security and shall include any successor federal agency charged with border enforcement.

J. “United States Immigration and Customs Enforcement” means the agency of the United States Department of Homeland Security including Enforcement and Removal Operations and Homeland Security Investigations and shall include any successor federal agency charged with the enforcement of immigration laws.

K. “U.S. Green Building Council” is an organization serving as the nation’s foremost leaders from across the building industry working to promote buildings that are environmentally responsible, profitable, and healthy places to work and live.

Section 2. That section 12.05.060 of the Spokane Municipal Code is amended to read as follows:

Section 12.05.060 Designating Non-Public Areas of ((~~City Properties~~)) Permitted Events

~~A. The City Council may designate by resolution areas of City facilities to be non-public or restricted areas due to employee and resident safety concerns, inaccessibility, city asset security, and for purposes of complying with this chapter.~~

~~B. Nothing in this section precludes the Director of Facilities Management from designating areas of City facilities to be non-public or restricted areas without approval of the City Council.~~

A. For purposes of Section 12.05.050, any permitted special event may be granted a non-public designation. In order to receive the designation:

1. the boundaries of the event must be clearly defined with signage or barriers;

2. participants must be required to receive express permission from the permit holder or their designee to enter; and

3. the event organizer must indicate that the event is private in the permit application.

Entry into permitted events shall be subject to the provisions of Section 12.05.050.

Section 3. That section 12.05.070 of the Spokane Municipal Code is amended to read as follows:

Section 12.05.070 Enforcement

A. The City of Spokane grants the right to any aggrieved party to seek judicial relief in a court of competent jurisdiction against any party other than the City of Spokane or its employees and agents for any violation of this Chapter including municipal, state and federal rights of privacy, quiet enjoyment and travel in private business areas that are not open to the general public.

B. Nothing in the Chapter shall be construed to prevent the enforcement of municipal, county or state laws by any municipal, county or state law enforcement agencies in non-public areas.

Section 4. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 5. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____.

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
Assistant City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 07/28/2025

Committee Agenda type: Discussion

Council Meeting Date: 08/18/2025

Date Rec'd	7/23/2025
Clerk's File #	ORD C36743
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	MAYOR		
Contact Name/Phone	MAGGIE YATES 6753		
Contact E-Mail	MYATES@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	PDILLON BWILKERSON ZZAPPONE		
Sponsoring at Administrators Request	YES		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	0520 ESTABLISHING THE EMERGENCY COMMUNICATIONS CENTER		

Agenda Wording

An ordinance establishing the Emergency Communications Center to serve as the City of Spokane's primary public safety answering point; amending Section 03.01A.430 and 07.08.132; and repealing Chapters 03.12 and 06.10 of the Spokane Municipal Code.

Summary (Background)

This ordinance establishes the Emergency Communications Center as a department to serve as the City's primary public safety answering point. This ordinance also repeals old code language referencing the combined communications center and updates the Combined Communications Center Fund to reflect the Emergency Communications Center Fund and the duties of the Emergency Communications Center.

What impacts would the proposal have on historically excluded communities?

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	N/A

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		**Additional Approvals**	
Dept Head	GBYRD		
Division Director	GBYRD		
Accounting Manager	GBYRD		
Legal	GBYRD		
For the Mayor	GBYRD		

Distribution List

ORDINANCE NO. C36743

An ordinance establishing the Emergency Communications Center to serve as the City of Spokane's primary public safety answering point; amending Section 03.01A.430 and 07.08.132; and repealing Chapters 03.12 and 06.10 of the Spokane Municipal Code.

WHEREAS, the City of Spokane is responsible for ensuring the safety and well-being of everyone who lives, works, and visits within the Spokane city limits; and

WHEREAS, the City intends to fulfill this responsibility by ensuring the residents, workers, and visitors to Spokane receive prompt, professional emergency response services backed by accountable and efficient public safety infrastructure; and

WHEREAS, the City of Spokane is required to establish a primary public safety answering point (PSAP); and

WHEREAS, Emergency Communications Center is designated to serve as the department responsible for operating the City's primary public safety answering point.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 03.01A.430 of the Spokane Municipal Code is amended to read as follows:

Section 03.01A.430 ((~~Regional Emergency Communications Systems~~)) Emergency Communications Center

((~~The regional emergency communications systems department provides radio communications services to local public safety entities as well as city/county non-emergency (public works/utilities, etc.) departments and county-wide public safety information technology services. The department consists of the merger of the city/county radio communications functions and the city/county law enforcement information technology division.~~))

A. The Emergency Communications Center serves as the City's Primary Public Safety Answer Point (PSAP), receiving all 911 calls initiated within the city of Spokane.

B. The Emergency Communications Center operates alternative response lines and monitors alarms, manages relevant databases, and radio requirements.

Section 2. That Chapter 03.12 of the Spokane Municipal Code is hereby repealed.

Section 3. That Chapter 06.10 of the Spokane Municipal Code is hereby repealed.

Section 4. That Section 07.08.132 of the Spokane Municipal Code is amended to read as follows:

Section 07.08.132 ((~~Combined~~)) Emergency Communications Center Fund

((~~A. There is established in the City treasury a special revenue fund to be known as the "combined communications center fund" to be used for the receipt of revenues and for the payment of expenditures (except for "startup costs" as described in the agreement) for the fire service communications and dispatch centers operated by the City fire department pursuant to interlocal cooperation agreement among the City of Spokane, the Fire Protection Districts of Spokane County, and the cities of Airway Heights, Cheney, Medical Lake and Spokane Valley, in compliance with RCW 39.34.030 and the requirements of chapter 06.10, SMC.~~

~~A. The combined communications center fund is administered by the City in accordance with generally accepted government accounting principles but is under the policy direction and subject to audit by the policy board established in the agreement.~~

~~B. Moneys in the fund may accumulate from year to year. Upon termination of the agreement unencumbered moneys will be returned to the parties in proportion to their use of the services, as specified in the agreement.~~))

There is established a special revenue fund to be known as the "Emergency Communications Center fund" to be used to receive revenues and make expenditures exclusively for establishing and maintaining the City of Spokane's primary public safety answer point (PSAP), receiving all 911 calls initiated within the city of Spokane, as well as crime check and other nonemergency calls.

Section 5. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 6. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

Council President

Attest:

City Clerk

Approved as to form:

City Attorney

Mayor

Date

Effective Date

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 07/28/2025

Committee Agenda type: Discussion

Council Meeting Date: 08/18/2025

Date Rec'd	7/24/2025		
Clerk's File #	ORD C36746		
Cross Ref #			
Project #			
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	ADAM 625-6779	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** NO	
Agenda Item Name	ORDINANCE MAXIMIZING PARTNERSHIP GRANT OPPORTUNITIES		

Agenda Wording

An ordinance maximizing community partnership grant opportunities; amending Section 07.19.010 of the Spokane Municipal Code.

Summary (Background)

Section 07.19.010 of the Spokane Municipal Code regulates the City's process for grant application and acceptance. This statute was amended recently to allow City departments to submit grant applications without prior City Council approval, except in the case of grant applications involving partnership grants. Given the volume of anticipated grant applications by the City that involve partnership grants, prior City Council approval of any applications is not practical and delays the application process unnecessarily. This ordinance would alter the process for prior council approval of partnership grants to require only that relevant information be submitted to a council committee before the application. After a grant is awarded, City Council approval will still be required if the grant is over the minor threshold amount.

What impacts would the proposal have on historically excluded communities?

Not applicable

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

Not applicable

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Not applicable

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This ordinance amends current code provisions regarding grant applications to make the process of council approval more practical, while still preserving council's role in approval of grant awards over the minor contract amount.

Council Subcommittee Review

None

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source

Funding Source Type Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	N/A

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		**Additional Approvals**	
Dept Head	GBYRD	**ACCOUNTING -**	BROWN, SKYLER
Division Director	GBYRD		
Accounting Manager	GBYRD		
Legal	GBYRD		
For the Mayor	GBYRD		

Distribution List

ORDINANCE NO. C36746

An ordinance maximizing community partnership grant opportunities; amending Section 07.19.010 of the Spokane Municipal Code.

WHEREAS, Section 07.19.010 of the Spokane Municipal Code regulates the City's process for grant application and acceptance, and

WHEREAS, Section 07.19.010 of the Spokane Municipal Code was amended recently to allow City departments to submit grant applications without prior City Council approval, except in the case of grant applications involving partnership grants; and

WHEREAS, given the volume of anticipated grant applications by the City that involve partnership grants, prior City Council approval is not practical and delays the application process unnecessarily, and the City Council action to approve such applications is not necessary;

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 07.19.010 of Chapter 07.19 of the Spokane Municipal Code is amended to read follows:

Section 07.19.010 Grant Acceptance

A. For purposes of this Chapter, the following definitions apply:

~~1. The term "department" means the city department or division preparing and submitting a grant application.~~

~~2. The term "grant" means any opportunity for funding of City of Spokane projects and programs by federal, state, local or non-public funding sources, whether or not requiring matching or supplemental City of Spokane funds.~~

~~3. The term "grant amount" refers to the aggregate amount of the anticipated funding provided to the City under the grant, exclusive of any City matching amount or contribution, and regardless of the number of years of grant funding. Any grant requiring City matching amount or contribution above the minor~~

~~contract amount set forth in SMC 7.06.060 shall be deemed above the minor contract amount.~~

~~4. The term "minor contract amount" means the maximum dollar amount to which the City may commit in any agreement without prior legislative approval, including, but not limited to, the amount set forth in SMC 07.06.060.~~

~~5. The term "partnership" means, regardless of how designated, any grant application in which the City (a) expects to share only a portion of the grant award, (b) expects to provide all or a portion of matching funds, including in-kind contributions and/or the use of city assets, for grant awards slated for other parties participating in the application, and/or (c) expects to provide personnel to ensure grant compliance for other parties participating in the application.~~

Term	**Definition**
Department	The term "department" means the City department or division preparing and submitting a grant application.
Grant	The term "grant" means any opportunity for funding of City of Spokane projects and programs by federal, state, local, or non-public funding sources, whether or not requiring matching or supplemental City of Spokane funds.
Grant Amount	The term "grant amount" refers to the aggregate amount of the anticipated funding provided to the City under the grant, exclusive of any City matching amount or contribution, and regardless of the number of years of grant funding. Any grant requiring City matching amount or contribution above the minor contract amount set forth in SMC 7.06.060 shall be deemed above the minor contract amount.

Minor Contract Amount	The term "minor contract amount" means the maximum dollar amount to which the City may commit in any agreement without prior legislative approval, including, but not limited to, the amount set forth in SMC 07.06.060.
Partnership	The term "partnership" means, regardless of how designated, any grant application in which the City (a) expects to share only a portion of the grant award, (b) expects to provide all or a portion of matching funds, including in-kind contributions and/or the use of City assets, for grant awards slated for other parties participating in the application, and/or (c) expects to provide personnel to ensure grant compliance for other parties participating in the application.

B. A department may apply for and accept grants with a grant amount below the minor contract amount without prior ((~~city council~~)) City Council approval.

C. A department may apply for grants above the minor contract amount. However, each grant award above the minor contract amount ((~~must~~)) shall be approved by the ((~~city council~~)) City Council before the execution of documents committing the City to grant terms, conditions, and funding, and ((~~city council must~~)) the City Council shall be advised at time of ((~~council~~)) review of any ((~~city~~)) City matching funds requirements. Department staff shall prepare materials necessary for ((~~council~~)) City Council consideration and ensure that such materials are submitted consistent with ((~~city council~~)) City Council rules of procedure.

D. The department must provide the ((~~city council~~)) City Council with a summary of the grant evaluation that was conducted during the application process. Various elements of a grant evaluation include any future fiscal burden or long-term expenditures, additional and/or permanent staffing, staff support, indirect costs, local funding match, ((~~or~~)) in-kind match, and any other ongoing operating and maintenance impact.

E. Notwithstanding anything to the contrary in this section, ((~~city council~~)) the City Council ((~~approval is required~~)) shall be provided relevant information at a City Council committee prior to any grant application submitted in partnership with another organization (private or public) over the minor contract threshold, ((~~to obtain a~~)) all partnership grants over the minor contract threshold, and any grant requiring a City Council letter of support. The City ((~~will~~)) shall not be bound by partnership grant award terms, conditions or funding ((~~not approved by the city council in advance~~)) outside the process outlined in this subsection.

F. If a budget appropriation is required for a grant, the department shall request a corresponding special budget ordinance at the same time as presentation of the grant for ((~~city council~~)) City Council review and approval.

G. It is the responsibility of the department to ensure compliance with all grant terms and conditions, including, but not limited to, ensuring agreed-upon deliverables, preparing grant status reports, examining and tracking incurred costs, filing timely requests for reimbursements from grant funders, and following the specified close-out procedure provided by the grant funder. Departments shall depend on central accounting or finance for basic grant functions unless otherwise approved by the City's ((~~chief financial officer~~)) Chief Financial Officer or ((~~his/her~~)) their designee.

Section 2. Severability. If any section, subsection, sentence, clause, phrase, or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 3. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

_____

Council President

Attest:

_____

City Clerk

_____

Mayor

Approved as to form:

_____

City Attorney

_____

Date

_____

Effective Date

Agenda Sheet for City Council: **Committee:** Finance & Administration **Date:** 07/28/2025 **Committee Agenda type:** Discussion		**Date Rec'd**	7/21/2025
		Clerk's File #	ORD C36741
		Cross Ref #	
Council Meeting Date: 08/25/2025		**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)	PDILLON BWILKERSON		
Sponsoring at Administrators Request	YES		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	0520 ORDINANCE UPDATING THE FEE-FREE BUSINESS LICENSE THRESHOLD		

Agenda Wording

An ordinance updating the minimum dollar threshold for fee-free business registrations as required by state law.

Summary (Background)

RCW 35.90 requires all cities and towns with general business license requirements to adopt a uniform model ordinance. The state model ordinance adopted in 2018 established a minimum dollar threshold of $2,000, which the businesses must be partially or fully exempted from licensing requirements. The state model ordinance is being amended effective January 1, 2026, to increase the fee-free threshold from $2,000 to $4,000. The state model ordinance also establishes a forty-eight-month adjustment based on CPI. This ordinance becomes effective January 1, 2026

What impacts would the proposal have on historically excluded communities?

N/A

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

The Taxes and Licensing Office maintains a list of all registered businesses as provided by the Washington State Department of Revenue. The office does not collect any other demographic data related to business licenses.

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

The Taxes and Licensing Office maintains a list of all registered businesses as provided by the Washington State Department of Revenue.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This ordinance is consistent with the requirements under RCW 35.90

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

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	
Renee Robertson	Cara Geiger

ORDINANCE NO. C36741

An ordinance updating the minimum dollar threshold for fee-free business registrations as required by state law; amending Section 08.01.190 of the Spokane Municipal Code.

WHEREAS, RCW 35.90 requires all cities and towns with general business license requirements to adopt a uniform model ordinance; and

WHEREAS, the state model ordinance adopted in 2018 established a minimum dollar threshold of $2,000, which the businesses must be partially or fully exempted from licensing requirements; and

WHEREAS, the state model ordinance is being amended effective January 1, 2026, to increase the fee-free threshold from $2,000 to $4,000; and

WHEREAS, the state model ordinance also establishes a forty-eight-month adjustment based on CPI.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 08.01.190 of the Spokane Municipal Code is amended to read as follows:

Section 08.01.190 Business Registration Fee Reduction

A. Low Gross Income.

Registrants whose gross income does not exceed eighteen thousand dollars ($18,000) per calendar year or prorated for a partial calendar year are entitled to a reduced business registration fee as specified in SMC 08.02.0206. The amount stated in this section shall be adjusted annually pursuant to SMC 08.02.0206(G). Any applicant for a reduced fee registration must present sufficient proof of gross income to the ((~~city of Spokane taxes and licenses division~~)) City of Spokane Office of Taxes and Licensing that income earned from business activities in the city is below the limit required by this section. Proof of income must be shown by a tax return filed within the previous twelve (12) months.

B. Nonprofit Organizations.

Nonprofit organizations are entitled to a reduced business registration fee as specified in SMC 08.02.0206. Any applicant for a reduced fee registration must present sufficient proof of nonprofit status as granted by the state or federal government.

C. Social Purpose Corporations.

Social Purpose Corporations are entitled to a reduced business registration fee as specified in SMC 08.02.0206. Any applicant for a reduced fee registration must present sufficient proof that the business is registered as a Social Purpose Corporation in the state of Washington.

D. Certified B Corporations

Certified B Corporations are entitled to a reduced business registration fee as specified in SMC 08.02.0206. Any applicant for a reduced fee registration must present sufficient proof that the business is actively certified as a Certified B Corporation.

E. Fee-Free Business Registration

((~~For purposes of the business registration under chapter 08.01 SMC, any~~)) Any person or business whose annual value of products, gross proceeds of sales, or gross income of the business in the city is equal to or less than ((~~$2,000 (or higher threshold as determined by city)~~)) $4,000 and who does not maintain a place of business within the city, shall submit a business license registration to the Director or designee, which shall be issued with no fee to the business.

1. The fee-free business registration does not apply to regulatory license requirements or activities that require a specialized permit.

2. The threshold amount for fee-free business registrations shall be adjusted every forty-eight months on January 1, by an amount equal to the increase in the Consumer Price Index ("CPI") for "West Urban, All Urban Consumers" (CPI-U) for each 12-month period ending on June 30 as published by the United States Department of Labor Bureau of Labor Statistics or successor agency. To calculate this adjustment, the current rate shall be multiplied by one plus the cumulative four-year (forty-eight-month) CPI increase using each 12-month period ending on June 30 of each prior year and rounded to the nearest $100. If any of the annual CPI increases are more than five (5) percent, a five (5) percent increase shall be used in computing the annual basis, and if any of the annual CPI decreases during the forty-eight-month period, a zero (0) percent increase shall be used in computing the annual basis.

PASSED by the City Council on _____

_____
Council President

Attest:

City Clerk

Mayor

Approved as to form:

City Attorney

Date

Effective Date

strong cities | great state

2026 City Business License Model Threshold update

Effective January 1, 2026

What are the main changes to the model threshold?
The main change in the update would make a one-time increase to a higher threshold to $4000 for out-of-city businesses from the current $2,000 threshold, effective January 1, 2026.

Other changes include:

- Every four years thereafter, the threshold would have an automatic periodic increase based on cumulative inflation.
- The rates of inflation would be calculated using the Consumer Price Index-U (CPI-U) Western for June of each year compared to the previous year for the previous four years.
- The rate of inflation would be calculated as zero in any year in which inflation was negative and capped at 5% per year or 20% over four years if inflation exceeded those amounts.
- To make the threshold easier to administer, the cumulative inflation amount would be rounded to the nearest $100.

Could my city still require a no fee registration for out-of-city businesses below the threshold?
Cities retain the local option of requiring a no-fee registration for out-of-city businesses below the threshold.

Was the definition of "engaging in business" changed?
No, the definition of engaging in business has not changed since the 2018 model was adopted.

What are the deadlines for all cities with business licenses to adopt the 2026 model threshold?
Cities with a business license **must** adopt the model by **January 1, 2026**.

However, cities that currently partner with the state's Business Licensing Service (BLS) for business licensing administration must adopt it by mid-October 2025, because they must **provide BLS 75-day notice** of any changes to their business licenses, including this mandatory change.

What if my city has a higher threshold?
Cities can choose to enact a higher threshold. The $4,000 city threshold for out-of-city businesses is the minimum level that every city must enact.

What if my city wants to have a threshold that applies to in-city businesses in addition to the out-of-city business threshold?
The $4,000 threshold level for out-of-city businesses is a mandatory minimum threshold that every city business license city must adopt, but the law does not impact the city's authority to have exemptions or other thresholds.

Cities can continue to require a license for businesses located in the city without regard to the threshold (unless the city chose to exempt these businesses).

Cities can also choose to enact a separate threshold exemption that applies to in-city businesses.

Who should my city notify when the model is adopted?
BLS partner cities: Send a completed Change Request Form to BLS notifying them of the update
All other cities: Email Sheila Gall, AWC (sheilag@awcnet.org) so we can track updates.

How will businesses find out about the changes?
Consider providing information on changes to your business license by adding information to your license renewal letter, sending a letter to your potentially impacted businesses, updating information on your city's website or presenting to your local chamber.

Background on the 2018 model threshold
In the 2017 session, EHB 2005 (RCW 35.90) passed requiring three actions by cities with business licenses and local B&O taxes. The law required cities to make changes to business licensing, including requiring cities with business licenses to establish a workgroup to create a model business license threshold by July 2018 for adoption by all business license cities by January 1, 2019.

2018 model ordinance for local business licenses – minimum threshold

The 2018 model included a mandatory definition of "engaging in business" and a $2000 minimum threshold (or occasional sale) exemption to establish when out-of-town or transient businesses are required to be licensed. All business license cities adopted the model by January 1, 2019 (RCW 35.90.080).

Contact

Sheila Gall
General Counsel
sheilag@awcnet.org
wacities.org

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 07/28/2025

Committee Agenda type: Discussion

Council Meeting Date: 08/18/2025

Date Rec'd	7/23/2025
Clerk's File #	ORD C36743
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	MAYOR		
Contact Name/Phone	MAGGIE YATES 6753		
Contact E-Mail	MYATES@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	PDILLON BWILKERSON ZZAPPONE		
Sponsoring at Administrators Request	YES		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	0520 ESTABLISHING THE EMERGENCY COMMUNICATIONS CENTER		

Agenda Wording

An ordinance establishing the Emergency Communications Center to serve as the City of Spokane's primary public safety answering point; amending Section 03.01A.430 and 07.08.132; and repealing Chapters 03.12 and 06.10 of the Spokane Municipal Code.

Summary (Background)

This ordinance establishes the Emergency Communications Center as a department to serve as the City's primary public safety answering point. This ordinance also repeals old code language referencing the combined communications center and updates the Combined Communications Center Fund to reflect the Emergency Communications Center Fund and the duties of the Emergency Communications Center.

What impacts would the proposal have on historically excluded communities?

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	N/A

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		**Additional Approvals**	
Dept Head	GBYRD		
Division Director	GBYRD		
Accounting Manager	GBYRD		
Legal	GBYRD		
For the Mayor	GBYRD		

Distribution List

ORDINANCE NO. C36743

An ordinance establishing the Emergency Communications Center to serve as the City of Spokane's primary public safety answering point; amending Section 03.01A.430 and 07.08.132; and repealing Chapters 03.12 and 06.10 of the Spokane Municipal Code.

WHEREAS, the City of Spokane is responsible for ensuring the safety and well-being of everyone who lives, works, and visits within the Spokane city limits; and

WHEREAS, the City intends to fulfill this responsibility by ensuring the residents, workers, and visitors to Spokane receive prompt, professional emergency response services backed by accountable and efficient public safety infrastructure; and

WHEREAS, the City of Spokane is required to establish a primary public safety answering point (PSAP); and

WHEREAS, Emergency Communications Center is designated to serve as the department responsible for operating the City's primary public safety answering point.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 03.01A.430 of the Spokane Municipal Code is amended to read as follows:

Section 03.01A.430 ((~~Regional Emergency Communications Systems~~)) Emergency Communications Center

((~~The regional emergency communications systems department provides radio communications services to local public safety entities as well as city/county non-emergency (public works/utilities, etc.) departments and county-wide public safety information technology services. The department consists of the merger of the city/county radio communications functions and the city/county law enforcement information technology division.~~))

A. The Emergency Communications Center serves as the City's Primary Public Safety Answer Point (PSAP), receiving all 911 calls initiated within the city of Spokane.

B. The Emergency Communications Center operates alternative response lines and monitors alarms, manages relevant databases, and radio requirements.

Section 2. That Chapter 03.12 of the Spokane Municipal Code is hereby repealed.

Section 3. That Chapter 06.10 of the Spokane Municipal Code is hereby repealed.

Section 4. That Section 07.08.132 of the Spokane Municipal Code is amended to read as follows:

Section 07.08.132 ((~~Combined~~)) Emergency Communications Center Fund

((~~A. There is established in the City treasury a special revenue fund to be known as the "combined communications center fund" to be used for the receipt of revenues and for the payment of expenditures (except for "startup costs" as described in the agreement) for the fire service communications and dispatch centers operated by the City fire department pursuant to interlocal cooperation agreement among the City of Spokane, the Fire Protection Districts of Spokane County, and the cities of Airway Heights, Cheney, Medical Lake and Spokane Valley, in compliance with RCW 39.34.030 and the requirements of chapter 06.10, SMC.~~

~~A. The combined communications center fund is administered by the City in accordance with generally accepted government accounting principles but is under the policy direction and subject to audit by the policy board established in the agreement.~~

~~B. Moneys in the fund may accumulate from year to year. Upon termination of the agreement unencumbered moneys will be returned to the parties in proportion to their use of the services, as specified in the agreement.~~))

There is established a special revenue fund to be known as the "Emergency Communications Center fund" to be used to receive revenues and make expenditures exclusively for establishing and maintaining the City of Spokane's primary public safety answer point (PSAP), receiving all 911 calls initiated within the city of Spokane, as well as crime check and other nonemergency calls.

Section 5. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 6. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

Council President

Attest:

City Clerk

Approved as to form:

City Attorney

Mayor

Date

Effective Date

Strike the entirety of the ordinance and substitute the following in its place:

ORDINANCE NO. C36743

An ordinance establishing the Spokane United 911 Network to serve as the City of Spokane's primary public safety answering point; amending Section 03.01A.430 and 07.08.132; and repealing Chapters 03.12 and 06.10 of the Spokane Municipal Code.

WHEREAS, the City of Spokane is responsible for ensuring the safety and well-being of everyone who lives, works, and visits within the Spokane city limits; and

WHEREAS, the City intends to fulfill this responsibility by ensuring the residents, workers, and visitors to Spokane receive prompt, professional emergency response services backed by accountable and efficient public safety infrastructure; and

WHEREAS, the City of Spokane is required to establish a primary public safety answering point (PSAP); and

WHEREAS, the Spokane United 911 Network is designated to serve as the department responsible for operating the City's primary public safety answering point.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 03.01A.430 of the Spokane Municipal Code is amended to read as follows:

Section 03.01A.430 ((~~Regional Emergency Communications Systems~~)) Spokane United 911 Network

((~~The regional emergency communications systems department provides radio communications services to local public safety entities as well as city/county non-emergency (public works/utilities, etc.) departments and county-wide public safety information technology services. The department consists of the merger of the city/county radio communications functions and the city/county law enforcement information technology division.~~))

A. The Spokane United 911 Network serves as the City's Primary Public Safety Answer Point (PSAP), receiving all 911 calls initiated within the city of Spokane.

B. The Spokane United 911 Network operates alternative response lines, monitors alarms, and manages relevant databases and radio requirements.

Section 2. That Chapter 03.12 of the Spokane Municipal Code is hereby

repealed.

Section 3. That Chapter 06.10 of the Spokane Municipal Code is hereby repealed.

Section 4. That Section 07.08.132 of the Spokane Municipal Code is amended to read as follows:

Section 07.08.132 ((~~Combined Communications Center~~)) Spokane United 911 Network Fund

((~~A. There is established in the City treasury a special revenue fund to be known as the "combined communications center fund" to be used for the receipt of revenues and for the payment of expenditures (except for "startup costs" as described in the agreement) for the fire service communications and dispatch centers operated by the City fire department pursuant to interlocal cooperation agreement among the City of Spokane, the Fire Protection Districts of Spokane County, and the cities of Airway Heights, Cheney, Medical Lake and Spokane Valley, in compliance with RCW 39.34.030 and the requirements of chapter 06.10, SMC.~~

~~A. The combined communications center fund is administered by the City in accordance with generally accepted government accounting principles but is under the policy direction and subject to audit by the policy board established in the agreement.~~

~~B. Moneys in the fund may accumulate from year to year. Upon termination of the agreement unencumbered moneys will be returned to the parties in proportion to their use of the services, as specified in the agreement.~~))

There is established a special revenue fund to be known as the "Spokane United 911 Network Fund" to be used to receive revenues and make expenditures exclusively for establishing and maintaining the City of Spokane's primary public safety answer point (PSAP), receiving all 911 calls initiated within the city of Spokane, as well as crime check and other nonemergency calls.

Section 5. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 6. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

_____
Mayor

_____
Date

_____
Effective Date

PURPOSE OF AMENDMENT: This amendment changes the placeholder name of Emergency Communications Center to the Spokane United 911 Network.

DRAFT

ORD C36743 (CATHCART AMENDMENT)(08-08-2025)

Strike the entirety of the oridnance and substitute the following in its place:

ORDINANCE NO C36743

An ordinance establishing the Spokane Preparedness and Response Center (SPARC) to serve as the City of Spokane's primary public safety answering point; amending Section 03.01A.430 and 07.08.132; and repealing Chapters 03.12 and 06.10 of the Spokane Municipal Code.

WHEREAS, the City of Spokane is responsible for ensuring the safety and well-being of everyone who lives, works, and visits within the Spokane city limits; and

WHEREAS, the City intends to fulfill this responsibility by ensuring the residents, workers, and visitors to Spokane receive prompt, professional emergency response services backed by accountable and efficient public safety infrastructure; and

WHEREAS, the City of Spokane is required to establish a primary public safety answering point (PSAP); and

WHEREAS, Spokane Preparedness and Response Center (SPARC) is designated to serve as the department responsible for operating the City's primary public safety answering point.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 03.01A.430 of the Spokane Municipal Code is amended to read as follows:

Section 03.01A.430 ((~~Regional Emergency Communications Systems~~)) Spokane Preparedness and Response Center (SPARC)

((~~The regional emergency communications systems department provides radio communications services to local public safety entities as well as city/county non-emergency (public works/utilities, etc.) departments and county-wide public safety information technology services. The department consists of the merger of the city/county radio communications functions and the city/county law enforcement information technology division.~~))

A. The Spokane Preparedness and Response Center (SPARC) serves as the City's Primary Public Safety Answer Point (PSAP), receiving all 911 calls initiated within the city of Spokane.

B. The Emergency Communications Center operates alternative response lines and monitors alarms, manages relevant databases, and radio requirements.

Section 2. That Chapter 03.12 of the Spokane Municipal Code is hereby repealed.

Section 3. That Chapter 06.10 of the Spokane Municipal Code is hereby repealed.

Section 4. That Section 07.08.132 of the Spokane Municipal Code is amended to read as follows:

Section 07.08.132 ((~~Combined Communications Center~~)) Spokane Preparedness and Response Center (SPARC) Fund

((~~A. There is established in the City treasury a special revenue fund to be known as the "combined communications center fund" to be used for the receipt of revenues and for the payment of expenditures (except for "startup costs" as described in the agreement) for the fire service communications and dispatch centers operated by the City fire department pursuant to interlocal cooperation agreement among the City of Spokane, the Fire Protection Districts of Spokane County, and the cities of Airway Heights, Cheney, Medical Lake and Spokane Valley, in compliance with RCW 39.34.030 and the requirements of chapter 06.10, SMC.~~

~~B. The combined communications center fund is administered by the City in accordance with generally accepted government accounting principles but is under the policy direction and subject to audit by the policy board established in the agreement.~~

~~C. Moneys in the fund may accumulate from year to year. Upon termination of the agreement unencumbered moneys will be returned to the parties in proportion to their use of the services, as specified in the agreement.~~))

There is established a special revenue fund to be known as the "Spokane Preparedness & Response Center fund" to be used to receive revenues and make expenditures exclusively for establishing and maintaining the City of Spokane's primary public safety answer point (PSAP), receiving all 911 calls initiated within the city of Spokane, as well as crime check and other nonemergency calls.

Section 5. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 6. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

PURPOSE OF THE AMENDMENT: A proposed name change to avoid confusion with SREC.

Agenda Sheet for City Council: **Committee:** Finance & Administration **Date:** 07/28/2025 **Committee Agenda type:** Discussion		**Date Rec'd**	7/23/2025
		Clerk's File #	ORD C36744
		Cross Ref #	
Council Meeting Date: 08/18/2025		**Project #**	
Submitting Dept	PLANNING & ECONOMIC	**Bid #**	
Contact Name/Phone	SPENCER 509-625-6097	**Requisition #**	N/A
Contact E-Mail	SGARDNER@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	PDILLON JBINGLE MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	0650 CLARIFICATIONS TO ESTABLISHMENT OF STREETS, ALLEYS, AND		

Agenda Wording

Amending the development code to clarify the process for designating streets, alleys, and driveways. Improving flexibility for infill development, especially where natural features present challenges for road connectivity.

Summary (Background)

Recent development proposals have raised issues with current code relating to how public streets, private streets, alleys, and driveways are designated and approved. It is important to clarify the codes to ensure that new infill development can proceed with certainty. The proposal includes the following: - Improves definitions relating to driveways and alleys - Clarifies treatment of front lot lines on through lots - Specifies that the City Engineer is responsible for determining what is designated as a street, alley, or driveway. Recent development proposals have raised issues with current code relating to how public streets, private streets, alleys, and driveways are designated and approved. It is important to clarify the codes to ensure that new infill development can proceed with certainty. The proposal includes the following: - Improves definitions relating to driveways and alleys - Clarifies treatment of front lot lines on through lots - Specifies that the City Engineer is responsible for determining what is designated as a street, alley, or driveway. - Reorganizes the requirements relating to private streets and other forms of private access to be clearer and more readable, including specific criteria for the City Engineer to consider in approving a private street.

What impacts would the proposal have on historically excluded communities?

This proposal would make it easier to build infill housing, which will provide needed housing in all Spokane neighborhoods, including communities that have historically been excluded.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

Data is not available for these categories related to land use decisions

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Data is tracked via the monthly permit report. This is used to review trends and determine what's working and what isn't.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

- The proposal furthers many goals and policies of the Comprehensive Plan for housing variety and housing abundance in all neighborhoods, especially LU 1.3 and LU 3.1. - The proposal is consistent with or supports the goals and policies in many neighborhood plans that call for livability and diversity of housing types at different affordability levels. Upon review, the proposal does not directly conflict with the remaining neighborhood planning documents. - The proposal is consistent with the Housing Action Plan adopted in July 2021. Strategies A1, A4, and C1, in particular, informed the development of this proposal.

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	N/A

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		**Additional Approvals**	
Dept Head	GARDNER, SPENCER	**PURCHASING**	NECHANICKY, JASON
Division Director	MACDONALD, STEVEN		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	smacdonald@spokanecity.org
sgardner@spokanecity.org	eking@spokanecity.org

ORDINANCE NO. C36744

An ordinance related to the designation of and requirements for streets, alleys, and driveways amending Spokane Municipal Code sections 17A.020.030, .040, .120, .160, 17C.111.340, and 17H.010.010, .090, .130; and creating a new section 17H.010.015.

WHEREAS, the maintenance of the Unified Development Code (UDC) and in general the Spokane Municipal Code (SMC) has been a periodic, recurring project of the Planning and Economic Development Department to improve clarity and consistency with local policy and State and Federal laws; and

WHEREAS, as part of its regular review and assessment of the Unified Development Code, the Planning and Economic Development Department has identified multiple sections of the SMC requiring corrections, clarification, and adjustments to enable more flexibility in response to development applications; and,

WHEREAS, the City of Spokane Comprehensive Plan Chapter 3 Land Use, Policy 7.2 Continuing Review Process calls out a process to periodically review and correct the SMC; and,

WHEREAS, as outlined in the Plan Commission Findings of Fact, Conclusions, and Recommendations (Exhibit A), interested agencies and the public have had opportunities to participate throughout the process and all persons wishing to comment on the amendment were given an opportunity to be heard; and

WHEREAS, on March 24, 2025, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before the adoption of proposed changes to the Unified Development Code according to RCW 36.70A.106; and,

WHEREAS, the proposed text amendments were drafted and reviewed consistent with the requirements of RCW 36.70A.370 to assure protection of private property rights; and,

WHEREAS, a SEPA Determination of Nonsignificance was issued by the director of Planning and Economic Development on July 3, 2025 and was noticed in the Spokesman-Review on July 9 and July 16, 2025; and

WHEREAS, before the Plan Commission public hearing a legal notice was published in the Spokesman-Review on July 9 and July 16, 2025; and,

WHEREAS, on July 23, 2025, the Plan Commission held a public hearing on the proposed amendments, during which public testimony was heard and deliberations were held; and,

WHEREAS, on July 23, 2025, the Plan Commission voted to recommend the City Council adopt the proposed amendments (Exhibit A); and,

WHEREAS, the proposed actions are consistent with and supported by the Spokane Comprehensive Plan as outlined in the Plan Commission Findings of Fact, Conclusions, and Recommendations (Exhibit A); -- Now, Therefore,

The City of Spokane does ordain:

Section 1. Findings of Fact: The City Council adopts the recitals set forth herein as its findings and conclusions in support of the adoption of this ordinance and further adopts the findings, conclusions, and recommendations from the Plan Commission Findings of Fact, Conclusions, and Recommendations (Exhibit A) for the same purposes.

Section 2. That Section 17A.020.030 is amended to read as follows:

A. Candidate Species.

A species of fish or wildlife, which is being reviewed, for possible classification as threatened or endangered.

B. Carport.

A carport is a garage not entirely enclosed on all sides by sight-obscuring walls and/or doors.

C. Cellular Telecommunications Facility.

They consist of the equipment and structures involved in receiving telecommunication or radio signals from mobile radio communications sources and transmitting those signals to a central switching computer that connects the mobile unit with the land-based telephone lines.

D. Central Business District.

The general phrase “central business district” refers to the area designated on the comprehensive plan as the “downtown” and includes all of the area encompassed by all of the downtown zoning categories combined.

E. Certificate of Appropriateness.

Written authorization issued by the commission or its designee permitting an alteration or significant change to the controlled features of a landmark or landmark site after its nomination has been approved by the commission.

F. Certificate of Capacity.

A document issued by the planning and economic development services department indicating the quantity of capacity for each concurrency facility that

has been reserved for a specific development project on a specific property. The document may have conditions and an expiration date associated with it.

G. Certified Erosion and Sediment Control Lead (CESCL).

An individual who is knowledgeable in the principles and practices of erosion and sediment control. The CESCL shall have the skills to assess the:

1. site conditions and construction activities that could impact the quality of stormwater, and
2. effectiveness of erosion and sediment control measures used to control the quality of stormwater discharges.

The CESCL shall have current certification through an approved erosion and sediment control training program that meets the minimum training standards established by the Washington State department of ecology.

H. Change of Use.

For purposes of modification of a preliminary plat, “change of use” shall mean a change in the proposed use of lots (e.g., residential to commercial).

I. Channel Migration Zone (CMZ).

A corridor of variable width that includes the current river plus adjacent area through which the channel has migrated or is likely to migrate within a given timeframe, usually one hundred years.

J. Channelization.

The straightening, relocation, deepening, or lining of stream channels, including construction of continuous revetments or levees for the purpose of preventing gradual, natural meander progression.

K. City.

The City of Spokane, Washington.

L. City Engineer.

The Director of the Engineering Services department, or their designee for approval authority.

M. Clear Street Width.

The width of a street from curb to curb minus the width of on-street parking lanes.

N. Clear Pedestrian Zone.

Area reserved for pedestrian traffic; typically included herein as a portion of overall sidewalk width to be kept clear of obstructions to foot traffic.

O. Clear View Triangle

1. A clear view maintained within a triangular space at the corner of a lot so that it does not obstruct the view of travelers upon the streets.
2. Intersection of local and arterial: A right triangle having a fifteen-foot side measured along the curb line of the residential street and a seventy-five foot side along the curb line of the intersecting arterial street, except that when the arterial street has a speed limit of thirty-five miles per hour, the triangle has a side along such arterial of one hundred twenty-two feet, or when the arterial speed limit is 40 mph or greater the dimensions of the triangle shall be determined by Street Department staff using AASHTO's A Policy on Geometric Design as a reference.
3. Alleys: A right isosceles triangle having sides of seven feet measured along the right-of-way line of an alley and:

    a. the inside line of the sidewalk; or
    b. if there is no sidewalk, a line seven feet inside the curb line.

P. Clear Zone.

The roadside area free of obstacles, starting at the edge of the traveled way.

Q. Clearing.

The removal of vegetation or plant cover by manual, chemical, or mechanical means. Clearing includes, but is not limited to, actions such as cutting, felling, thinning, flooding, killing, poisoning, girdling, uprooting, or burning.

R. Cliffs.

A type of habitat in the Washington department of fish and wildlife (WDFW) priority habitat and species system that is considered a priority due to its limited availability, unique species usage, and significance as breeding habitat. Cliffs are greater than twenty-five feet high and below five thousand feet elevation.

A "cliff" is a steep slope of earth materials, or near vertical rock exposure. Cliffs are categorized as erosion landforms due to the processes of erosion and weathering that produce them. Structural cliffs may form as the result of fault

displacement or the resistance of a cap rock to uniform downcutting. Erosional cliffs form along shorelines or valley walls where the most extensive erosion takes place at the base of the slope.

S. Closed Record Appeal Hearing.

A hearing, conducted by a single hearing body or officer authorized to conduct such hearings, that relies on the existing record created during a quasi-judicial hearing on the application. No new testimony or submission of new evidence and information is allowed.

T. Collector Arterial.

Collector arterials (consisting of Major and Minor Collectors) collect and distribute traffic from local streets to principal and minor arterials. They serve both land access and traffic circulation.

U. Co-location.

Is the locating of wireless communications equipment from more than one provider on one structure at one site.

V. Colony.

A hive and its equipment and appurtenances, including one queen, bees, comb, honey, pollen, and brood.

((~~W. Commercial Driveway.~~

~~Any driveway access to a public street other than one serving a single-family or duplex residence on a single lot.~~))

((~~X~~))W. Commercial Vehicle.

Any vehicle the principal use of which is the transportation of commodities, merchandise, produce, freight, animals, or passengers for hire.

((~~Y~~))X. Commission – Historic Landmarks.

The City/County historic landmarks commission.

((~~Z~~))Y. Community Banner.

See SMC 17C.240.015.

((~~AA~~))Z. Community Meeting.

An informal meeting, workshop, or other public meeting to obtain comments from the public or other agencies on a proposed project permit prior to the submission of an application.

A community meeting is between an applicant and owners, residents of property in the immediate vicinity of the site of a proposed project, the public, and any registered neighborhood organization or community council responsible for the geographic area containing the site of the proposal, conducted prior to the submission of an application to the City of Spokane.

A community meeting does not constitute an open record hearing.

The proceedings at a community meeting may be recorded and a report or recommendation shall be included in the permit application file.

((~~BB~~))AA. Compensatory Mitigation.

Replacing project-induced wetland losses or impacts, and includes, but is not limited to, the following:

1. Restoration.

   The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural or historic functions to a former or degraded wetland. For the purpose of tracking net gains in wetland acres, restoration is divided into re-establishment and rehabilitation.

2. Re-establishment.

   The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural or historic functions to a former wetland. Re-establishment results in a gain in wetland acres (and functions). Activities could include removing fill material, plugging ditches, or breaking drain tiles.

3. Rehabilitation.

   The manipulation of the physical, chemical, or biological characteristics of a site with the goal of repairing natural or historic functions of a degraded wetland. Rehabilitation results in a gain in wetland function but does not result in a gain in wetland acres. Activities could involve breaching a dike to reconnect wetlands to a floodplain or return tidal influence to a wetland.

4. Creation (Establishment).

The manipulations of the physical, chemical, or biological characteristics present to develop a wetland on an upland or deepwater site where a wetland did not previously exist. Establishment results in a gain in wetland acres. Activities typically involve excavation of upland soils to elevations that will produce a wetland hydroperiod, create hydric soils, and support the growth of hydrophytic plant species.

5. Enhancement.

The manipulation of the physical, chemical, or biological characteristics of a wetland site to heighten, intensify, or improve specific function(s) or to change the growth stage or composition of the vegetation present. Enhancement is undertaken for specified purposes such as water quality improvement, flood water retention, or wildlife habitat. Enhancement results in a change in some wetland functions and can lead to a decline in other wetland functions, but does not result in a gain in wetland acres. Activities typically consist of planting vegetation, controlling non-native or invasive species, modifying site elevations or the proportion of open water to influence hydroperiods, or some combination of these activities.

6. Protection/Maintenance (Preservation).

Removing a threat to, or preventing the decline of, wetland conditions by an action in or near a wetland. This includes the purchase of land or easements, repairing water control structures or fences or structural protection such as repairing a barrier island. This term also includes activities commonly associated with the term preservation. Preservation does not result in a gain of wetland acres, may result in a gain in functions, and will be used only in exceptional circumstances.

((~~CC~~))BB. Counter Complete

A land use application is counter complete if the application contains the documents and information required by SMC 17G.061.110 and required fees have been paid. This is the first step in the Land Use Application Determination of Completeness as outlined in 17G.061.120 and the department may request additional information, documents, or studies before certifying the application as technically complete.

((~~DD~~))CC. Comprehensive Plan.

The City of Spokane comprehensive plan, a document adopted pursuant to chapter 36.70A RCW providing land use designations, goals and policies

regarding land use, housing, capital facilities, housing, transportation, and utilities.

((~~EE~~))DD. Conceptual Landscape Plan.

A scale drawing showing the same information as a general site plan plus the location, type, size, and width of landscape areas as required by the provisions of chapter 17C.200 SMC.

The type of landscaping, L1, L2, or L3, is required to be labeled.

It is not a requirement to designate the scientific name of plant materials on the conceptual landscape plan.

((~~FF~~))EE. Concurrency Certificate.

A certificate or letter from a department or agency that is responsible for a determination of the adequacy of facilities to serve a proposed development, pursuant to chapter 17D.010 SMC, Concurrency Certification.

((~~GG~~))FF. Concurrency Facilities.

Facilities for which concurrency is required in accordance with the provisions of this chapter. They are:

1. transportation,
2. public water,
3. fire protection,
4. police protection,
5. parks and recreation,
6. libraries,
7. solid waste disposal and recycling,
8. schools, and
9. public wastewater (sewer and stormwater).

((~~HH~~))GG. Concurrency Test.

The comparison of an applicant's impact on concurrency facilities to the available capacity for public water, public wastewater (sewer and stormwater), solid waste disposal and recycling, and planned capacity for transportation, fire protection, police protection, schools, parks and recreation, and libraries as required in SMC 17D.010.020.

((~~II~~))HH. Conditional Use Permit.

A “conditional use permit” and a “special permit” are the same type of permit application for purposes of administration of this title.

((~~JJ~~))II. Condominium.

Real property, portions of which are designated for separate ownership and the remainder of which is designated for common ownership solely by the owners of those portions. Real property is not a condominium unless the undivided interests in the common elements are vested in unit owners, and unless a declaration and a survey map and plans have been recorded pursuant to chapter 64.34 RCW.

((~~KK~~))JJ. Confidential Shelter.

Shelters for victims of domestic violence, as defined and regulated in chapter 70.123 RCW and WAC 248-554. Such facilities are characterized by a need for confidentiality.

((~~LL~~))KK. Congregate Residence.

A dwelling unit in which rooms or lodging, with or without meals, are provided for nine or more non-transient persons not constituting a single household, excluding single-family residences for which special or reasonable accommodation has been granted.

((~~MM~~))LL. Conservancy Environments.

Those areas designated as the most environmentally sensitive and requiring the most protection in the current shoreline master program or as hereafter amended.

((~~NN~~))MM. Container.

Any vessel of sixty gallons or less in capacity used for transporting or storing critical materials.

((~~OO~~))NN. Context Areas

Established by the Regulating Plan, Context Area designations describe and direct differing functions and features for areas within FBC limits, implementing community goals for the built environment.

((~~PP~~))OO. Contributing Resource

Contributing resource is any building, object, structure, or site which adds to the historical integrity, architectural quality, or historical significance of the local or federal historic district within which the contributing resource is located.

((~~QQ~~))PP. Conveyance.

In the context of chapter 17D.090 SMC or chapter 17D.060 SMC, this term means a mechanism for transporting water from one point to another, including pipes, ditches, and channels.

((~~RR~~))QQ. Conveyance System.

In the context of chapter 17D.090 SMC or chapter 17D.060 SMC, this term means the drainage facilities and features, both natural and constructed, which collect, contain and provide for the flow of surface and stormwater from the highest points on the land down to receiving water. The natural elements of the conveyance system include swales and small drainage courses, streams, rivers, lakes, and wetlands. The constructed elements of the conveyance system include gutters, ditches, pipes, channels, and most flow control and water quality treatment facilities.

((~~SS~~))RR. Copy.

See SMC 17C.240.015.

((~~TT~~))SS. Cottage Housing.

A grouping of residential units with a common open space.

((~~UU~~))TT. Council.

The city council of the City of Spokane.

((~~VV~~))UU. County.

Usually capitalized, means the entity of local government or, usually not capitalized, means the geographic area of the county, not including the territory of incorporated cities and towns.

((~~WW~~))VV. Courtyard apartments.

Three or more attached dwelling units arranged on two or three sides of a yard or court.

((~~XX~~))WW. Covenants, Conditions, and Restrictions (CC&Rs).

A document setting forth the covenants, conditions, and restrictions applicable to a development, recorded with the Spokane County auditor and, typically, enforced by a property owner's association or other legal entity.

((~~YY~~))XX. Creep.

Slow, downslope movement of the layer of loose rock and soil resting on bedrock due to gravity.

((~~ZZ~~))YY. Critical Amount.

The quantity component of the definition of critical material.

((~~AAA~~))ZZ. Critical Aquifer Recharge Areas (CARA).

Critical aquifer recharge areas (CARA) include locally identified aquifer sensitive areas (ASA) and wellhead protection areas.

((~~BBB~~))AAA. Critical Areas.

Any areas of frequent flooding, geologic hazard, fish and wildlife habitat, aquifer sensitive areas, or wetlands as defined under chapter 17E.010 SMC, chapter 17E.020 SMC, chapter 17E.030 SMC, chapter 17E.040 SMC, and chapter 17E.070.SMC.

((~~CCC~~))BBB. Critical Facility.

A facility for which even a slight chance of flooding might be too great. Critical facilities include, but are not limited to:

1. schools;
2. nursing homes;
3. hospitals;
4. police;
5. fire;
6. emergency response installations; and
7. installations which produce, use, or store hazardous materials or hazardous waste.

((~~DDD~~))CCC. Critical Material.

1. A compound or substance, or class thereof, designated by the division director of public works and utilities which, by intentional or accidental release into the aquifer or ASA, could result in the impairment of one or

more of the beneficial uses of aquifer water and/or impair aquifer water quality indicator levels. Beneficial uses include, but are not limited to:

a. domestic and industrial water supply,
b. agricultural irrigation,
c. stock water, and
d. fish propagation.

Used herein, the designation is distinguished from state or other designation.

2. A list of critical materials is contained in the Critical Materials Handbook, including any City modifications thereto.

((~~EEE~~))DDD. Critical Material Activity.

A land use or other activity designated by the manager of engineering services as involving or likely to involve critical materials. A list of critical materials activities is contained in the Critical Materials Handbook.

((~~FFF~~))EEE. Critical Materials Handbook.

The latest edition of a publication as approved and amended by the division director of public works and utilities from time to time to accomplish the purposes of this chapter.

1. The handbook is based on the original prepared by the Spokane water quality management program (“208”) coordination office, with the assistance of its technical advisory committee. It is on file with the director of engineering services and available for public inspection and purchase.
2. The handbook, as approved and modified by the division director of public works and utilities, contains:

a. a critical materials list,
b. a critical materials activities list, and
c. other technical specifications and information.

3. The handbook is incorporated herein by reference. Its provisions are deemed regulations authorized hereunder and a mandatory part of this chapter.

((~~GGG~~))FFF. Critical Review.

The process of evaluating a land use permit request or other activity to determine whether critical materials or critical materials activities are involved and, if so, to

determine what appropriate measures should be required for protection of the aquifer and/or implementation of the Spokane aquifer water quality management plan.

((~~HHH~~))GGG. Critical Review Action.

1. An action by a municipal official or body upon an application as follows:

   a. Application for a building permit where plans and specifications are required, except for Group R and M occupancies (SMC 17G.010.140 and SMC 17G.010.150).
   b. Application for a shoreline substantial development permit (SMC 17G.061.110(D)(1)).
   c. Application for a certificate of occupancy (SMC 17G.010.170).
   d. Application for a variance or a certificate of compliance SMC 17G.061.110.
   e. Application for rezoning SMC 17G.061.110.
   f. Application for conditional permit SMC 17G.061.110.
   g. Application for a business license (SMC 8.01.120).
   h. Application for a permit under the Fire Code (SMC 17F.080.060).
   i. Application for a permit or approval requiring environmental review in an environmentally sensitive area (SMC 17E.050.260).
   j. Application for connection to the City sewer or water system.
   k. Application for construction or continuing use of an onsite sewage disposal system (SMC 13.03.0149 and SMC 13.03.0304).
   l. Application for sewer service with non-conforming or non-standard sewage (SMC 13.03.0145, SMC 13.03.0314, and SMC 13.03.0324).
   m. Application involving a project identified in SMC 17E.010.120.
   n. Issuance or renewal of franchise; franchisee use of cathodic protection also requires approval or a franchise affecting the City water supply or water system.
   o. Application for an underground storage tank permit (SMC 17E.010.210); and
   p. Application for permit to install or retrofit aboveground storage tank(s) (SMC 17E.010.060(A) and SMC 17E.010.400(D)).

2. Where a particular municipal action is requested involving a land use installation or other activity, and where said action is not specified as a critical review action, the City official or body responsible for approval may, considering the objectives of this chapter, designate such as a critical review action and condition its approval upon compliance with the result thereof.

((~~III~~))HHH. Critical Review Applicant.

A person or entity seeking a critical review action.

((~~JJJ~~))III. Critical Review Officer – Authority.

1. The building official or other official designated by the director of public works and utilities.
2. or matters relating to the fire code, the critical review officer is the fire official.
3. The critical review officer carries out and enforces the provisions of this chapter and may issue administrative and interpretive rulings.
4. The critical review officer imposes requirements based upon this chapter, regulations, and the critical materials handbook.
5. The officer may adopt or add to any requirement or grant specific exemptions, where deemed reasonably necessary, considering the purpose of this chapter.

((~~KKK~~))JJJ. Critical Review Statement.

A checklist, disclosure form, or part of an application for a critical review action, disclosing the result of critical review. Where not otherwise provided as part of the application process, the critical review officer may provide forms and a time and place to file the statement.

((~~LLL~~))KKK. Cumulative Impacts.

The combined, incremental effects of human activity on ecological or critical area functions and values. Cumulative impacts result when the effects of an action are added to or interact with other effects in a particular place and within a particular time. It is the combination of these effects, and any resulting environmental degradation, that should be the focus of cumulative impact analysis and changes to policies and permitting decisions.

((~~MMM~~))LLL. Curb Ramp.

A ramp constructed in the sidewalk to provide an accessible route from the sidewalk to the street.

((~~NNN~~))MMM. Cutbank.

The concave bank of a moving body of water that is maintained as a steep or even overhanging cliff by the actions of water at its base.

Section 3. That Section 17A.020.040 is amended to read as follows:

A. Day.

A calendar day. A time period expressed in a number of days is computed by excluding the first day and including the last day. When an act to be done requires a City business day, and the last day by which the act may be done is not a City business day, then the last day to act is the following business day.

B. Debris Flow.

Slow moving, sediment gravity flow composed of large rock fragments and soil supported and carried by a mud-water mixture.

C. Debris Slide.

A shallow landslide within rock debris with the slide usually occurring within a relatively narrow zone.

D. “Decibel (dB)” means the measure of sound pressure or intensity.

E. Dedication.

The deliberate appropriation of land, or an easement therein, by its owner for any general and public uses, reserving to the owner no rights other than those that are compatible with the full exercise and enjoyment of the public uses for which the property has been devoted, and accepted for such use by or on behalf of the public. The intention to dedicate shall be evidenced by the owner by the presentment for filing of a final plat, short plat, or binding site plan showing the dedication thereon or by dedication deed to the City. The acceptance by the public shall be evidenced by the approval of such plat, short plat, binding site plan, or at the City’s option, by the City recording such dedication deed with the Spokane County auditor.

F. Degraded Wetland.

A wetland altered through impairment of some physical or chemical property which results in reduction of one or more wetland functions and values.

G. Demolition or Partial Demolition.

The destruction, removal, or relocation, in whole or in part, of a building or structure or a significant feature of a building or structure that is of important historical character. Demolition (or partial demolition) does not include the removal of past additions for the express purpose of restoration of a structure to its historic appearance, form, or function. Demolition (or partial demolition) does not include the destruction or removal of portions of a building or structure that

are not significant to defining its historic character. This exclusion is valid so long as the demolition is done as part of a design review application approved pursuant to chapter 17C.040 SMC.

H. Density.

The number of housing units per acre as permitted by the zoning code.

I. Denuded.

Land that has had the natural vegetative cover or other cover removed leaving the soil exposed to mechanical and chemical weathering.

J. Department.

Any of the departments of engineering services, planning services, fire department, or parks and recreation for which responsibility has been assigned by charter or code for administration.

K. Design Departure.

Any change that is sought to modify or waive a design requirement (R) or waive a design presumption (P) contained within the design standards. The design departure process is found in chapter 17G.030 SMC, Design Departures.

L. Design Criteria.

A set of design parameters for development which apply within a design district, sub-district, or overlay zone. The provisions are adopted public statements of intent and are used to evaluate the acceptability of a project's design.

M. Design Review Board.

The design review board is defined in chapter 4.13 SMC. The design review board was previously named design review committee. Any reference to design review committee is the same as a reference to the design review board.

N. Designation.

The declaration of a building, district, object, site, or structure as a landmark or historic district.

O. Desired Character.

The preferred and envisioned character (usually of an area) based on the purpose statement or character statement of the base zone, overlay zone, or plan district. It also includes the preferred and envisioned character based on any adopted subarea plans or design criteria for an area.

P. Detailed Site Plan.

A general site plan to which the following detailed information has been added:

1. Natural vegetation, landscaping, and open spaces.
2. Ingress, egress, circulation, parking areas, and walkways.
3. Utility services.
4. Lighting.
5. Signs.
6. Flood plains, waterways, wetlands, and drainage.
7. Berms, buffers, and screening devices; and
8. Such other elements as required in this chapter.

Q. Developable Area.

Land outside of a critical area and associated buffer including wetlands, fish and wildlife habitat conservation areas, riparian habitat area, landslide areas, steep slope areas, floodplain, floodway, shallow flooding, channel migration zone, and associated buffers, or any other restricted area on a particular piece of property.

R. Development.

Any proposed land use, zoning, or rezoning, comprehensive plan amendment, annexation, subdivision, short subdivision, planned unit development, planned area development, binding site plan, conditional use permit, special use permit, shoreline development permit, or any other property development action permitted or regulated by the Spokane Municipal Code.

S. Development – Shoreline.

“Development” for shoreline regulations shall be defined by WAC 173-27-030(6) as amended to read “Development” means a use consisting of the construction or exterior alteration of structures; dredging; drilling; dumping; filling; removal of any sand, gravel, or minerals; bulkheading; driving of piling; placing of obstructions; or any project of a permanent or temporary nature which interferes with the normal public use of the surface of the waters overlying lands subject to the act at any stage of water level. "Development" does not include dismantling or removing structures if there is no other associated development or redevelopment.

T. Development – Floodplain.

Any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials located within the area of special flood hazard.

U. Development Approval.

Any recommendation or approval for development required or permitted by this code.

V. Development Codes.

The state-adopted codes, boiler and pressure vessel, building, electrical, elevator, fire, mechanical, plumbing, and related publications adopted by the City, along with other provisions of this code that relate to private access to, use and obstruction of public right-of-way, and engineering standards that relate to private construction of public utilities and facilities.

W. Development Permit.

Any permit issued by the City authorizing construction, including a building permit, conditional use permit, substantial development permit, or other permit required by the City.

X. Development Plan, Site.

The final site plan that accompanied a recommendation or approval for development permitted by this code and that may identify standards for bulk and location of activities, infrastructure and utilities specific to the development.

Y. Dike.

An artificial embankment placed at a stream mouth or delta area to hold back sea water for purposes of creating and/or protecting arable land from flooding.

Z. Direct Impact.

An impact upon public facilities that has been identified as a direct consequence or result of a proposed development.

AA. Directional.

Any of the four basic compass directions, abbreviated as follows: N, S, E, W, SE, NE, SW, NW shall also be considered as a directional. A directional is placed in front of the root roadway name.

BB. Directional Sign.

See SMC 17C.240.015.

CC. Director.

The administrative official of the department responsible for compliance with this code, the development codes, and the land use codes. These include the Building Official, the City Engineer, and the Planning Director.

DD. Director, Planning.

The Director of the Planning and Economic Development department.

EE. Discharge (n).

In the context of chapter 17D.090 SMC or chapter 17D.060 SMC, this term means runoff, excluding offsite flows, leaving a proposed development through overland flow, built conveyance systems, or infiltration facilities.

FF. Discharge (v).

In the context of chapter 17D.090 SMC or chapter 17D.060 SMC, this term means any disposal, injection, dumping, spilling, pumping, emitting, emptying, leaching, or placing of any material so that such material enters and exits from the MS4 or from any other publicly owned or operated drainage system that conveys storm water. The term includes other verb forms, where applicable.

GG. Discharger.

In the context of chapter 17D.090 SMC or chapter 17D.060 SMC, this term means any person that discharges to the City’s MS4 or any other publicly owned or operated drainage system that conveys, manages, or disposes of stormwater flows.

HH. District.

A geographically definable area, urban or rural, small or large, possessing a significant concentration, linkage, or continuity of buildings, objects, sites, and/or structures united by past events or aesthetically by plan or physical development.

II. Disturbance Area.

In the context of chapter 17D.090 SMC or chapter 17D.060 SMC, this term means an area where soils are exposed or disturbed by development, both existing and proposed. The disturbance area includes staging and storage areas, structures, and areas needed for vehicle access and maneuvering.

JJ. Dock.

All platform structures or anchored devices in or floating upon water bodies to provide moorage for pleasure craft or landing for water-dependent recreation.

KK. Documented Habitat.

Habitat classified by state or federal agencies as critical to the survival of endangered or threatened or sensitive animal, fish, or plant species.

LL. Domestic Animal.

1. Large Domestic Animals.

    a. Animals including, but not limited to, horses, donkeys, burros, llamas, alpacas, bovines, goats, sheep, swine, and other animals or livestock of similar size and type.
    b. Young of horses, mules, donkeys, burros, and llamas under one year in age.
    c. Bovines under ten months in age.
    d. Sheep, goats, and swine under three months in age are not included when counting large animals.

2. Small Domestic Animals.

    a. Fowl including, but not limited to, chickens, guinea hens, geese, ducks, turkeys, pigeons, and other fowl not listed or otherwise defined.
    b. Mink, chinchilla, nutria, gnawing animals in general, and other animals of similar size and type.
    c. Small livestock are defined as:

        i. swine- breeds include miniature Vietnamese, Chinese or oriental pot-bellied pigs (sus scrofa vittatus),
        ii. other small pig breeds such as Kunekune, Choctaw, and Guinea hogs,
        iii. all breeds of goats excluding mature large meat breeds such as Boers, and

iv. all breeds of sheep excluding mature large meat breeds such as Suffolk or Hampshire sheep.
v. No horned rams shall be permitted as a small livestock.
vi. Under no circumstance shall a small livestock exceed thirty-six inches shoulder height or one hundred and fifty pounds in weight.

d. Young small animals, livestock or fowl under three months in age are not included when counting small animal, livestock or fowl.

MM. Drainage Ditch.

An artificially created watercourse constructed to drain surface or ground water. Ditches are graded (man-made), channels installed to collect and convey runoff from fields and roadways. Ditches may include irrigation ditches, waste ways, drains, outfalls, operational spillways, channels, stormwater runoff facilities, or other wholly artificial watercourses, except those that directly result from the modification to a natural watercourse. Ditches channels that support fish are considered to be streams.

NN. Dredge Spoil.

The material removed by dredging.

OO. Dredging.

The removal, displacement, and disposal of unconsolidated earth material such as silt, sand, gravel, or other submerged material from the bottom of water bodies; maintenance dredging and other support activities are included in this definition.

PP. Drift Cell.

Or “drift sector” or “littoral cell” means a particular reach of marine shore in which littoral drift may occur without significant interruption and which contains any natural sources of such drift and also accretion shore forms created by such drift.

QQ. Driveway.

An all-weather surface ((~~driveway structure as shown in the standard plans.~~)) providing access onto a property from the right-of-way, private street, or private alley. Driveways may serve a single parcel or be shared among multiple parcels and must lead to a legal parking facility.

RR. Driveway Approach.

The edge of a driveway where it abuts a public right-of-way.

SS. Duplex.

A building that contains two primary dwelling units on the same lot that share a common wall or common floor/ceiling.

TT. Dwelling Unit.

A building, or a portion of a building, that has independent living facilities including provisions for sleeping, cooking, and sanitation, and that is designed for residential occupancy by a group of people. A dwelling unit shall not contain more than one kitchen. Buildings with more than one set of cooking facilities are considered to contain multiple dwelling units unless the additional cooking facilities are clearly accessory, such as an outdoor grill.

Section 4. That Section 17A.020.120 is amended to read as follows:

A. Land Surveyor.

An individual licensed as a land surveyor pursuant to chapter 18.43 RCW.

B. Land Use Codes.

Those provisions of this code that relate to:

1. zoning,
2. subdivision,
3. shorelines management,
4. stormwater control,
5. flood zones,
6. critical areas,
7. signs,
8. skywalks, and

include chapter 17D.020 SMC, chapter 17D.050A SMC, chapter 17D.060 SMC, chapter 17D.090 SMC, chapter 17E.010 SMC, chapter 17E.020 SMC, chapter 17E.030 SMC, chapter 17E.040 SMC, chapter 17E.060 SMC, chapter 17E.070 SMC, and chapter 17G.080 SMC.

C. Landscape Plan.

A scale drawing showing site improvements and landscaping required under chapter 17C.200 SMC the following elements:

1. Footprint of all structures.
2. Final site grading.
3. All parking areas and driveways.
4. All sidewalks, pedestrian walkways, and other pedestrian areas.
5. Location, height, and materials for all fences and walls.
6. Common and scientific names of all plant materials used, along with their size at planting and location of all plant materials on the site.

D. Landslide.

Rapid sliding of large masses of rock, soil, or material on steep mountain slopes or from high cliffs.

E. Latah Formation.

Sedimentary layer of claystone to fine-grained sandstone in which very finely laminated siltstone is predominant. The fresh rock ranges in color from various shades of gray to almost white, tan and rust. Much of the finer grained layers contain leaf imprints and other plant debris. Because of its generally poorly consolidated state, the Latah rarely outcrops. It erodes rapidly and therefore is usually covered with later deposits or in steeper terrain hidden under the rubble of overlying basaltic rocks.

F. Launch Ramp.

An inclined slab, set of pads, rails, planks, or graded slope used for launching boats with trailers or by hand.

G. "Ldn" means a day-night average sound level and serves as a basic measure for quantifying noise exposure, namely, the A-weighted sound level averaged over a twenty-four hour time period, with a ten decibel penalty applied to nighttime (ten p.m. to seven a.m.) sound levels.

H. Leak Detection.

A procedure for determining if the material in a primary container has escaped into the outside environment or has invaded an interstitial space in a multiple containment system.

I. Levee.

A natural or artificial embankment on the bank of a stream for the purpose of keeping floodwaters from inundating adjacent land. Some levees have revetments on their sides.

J. Level of Service Standard.

The number of units of capacity per unit of demand. The level of service standards used on concurrency tests are those standards specified in the adopted City of Spokane comprehensive plan.

K. Lighting Methods.

1. Direct.

Exposed lighting or neon tubes on the sign face. Direct lighting also includes signs whose message or image is created by light projected onto a surface.

2. Indirect.

The light source is separate from the sign face or cabinet and is directed to shine onto the sign.

3. Internal.

The light source is concealed within the sign.

L. Lighting Plan.

A general site plan that includes:

1. location of all lighting fixtures on the site;
2. manufacturer’s model identification of each lighting fixture;
3. manufacturer’s performance specifications of each fixture;
4. a photometric plan of the installed fixtures, which demonstrates that all illumination is confined within the boundaries of the site.

M. Limited Industrial.

Establishments primarily engaged in on-site production or assembly of goods by hand manufacturing involving the use of hand tools and small-scale equipment and may have the incidental direct sale to consumers of those goods produced on-site. Typical uses include:

1. on-site production of goods by hand or artistic endeavor;
2. placement of digital or analog information on a physical or electronic medium;

3. manufacture, predominantly from previously prepared materials, of finished products or parts, provided the noise, light, smell, or vibration does not extend beyond the site; and
4. research of an industrial or biotechnical nature.

All activity must be conducted totally within the structure with no outdoor storage.

N. Listed Species.

A fish or wildlife species on a state or federal species of concern list. Possible designations could include endangered, threatened and sensitive.

O. Littoral Drift.

The natural movement of sediment, particularly sand and gravel, along shorelines by wave action in response to prevailing winds or by stream currents.

P. Living groundcover (or “living ground cover”).

Living plant species which reach a height of less than three feet at maturity, planted in such a manner so as to form a continuous cover over the ground. Areas that meet Spokanescape guidelines with drought tolerant plants covering at least half of the project area at maturity and bark or rock mulch covering all exposed soil are considered to meet this definition.

Q. Local Access Street.

A street that provides access from individual properties to collector and minor arterials.

R. Lot.

1. “Lot” is a parcel or tract of land so designated on a recorded plat or assessors plat, or:

    a. in an unplatted area, a tract having frontage on a public street or private street within a planned unit development or binding site plan and having the minimum size and dimensions required for a building site by the zoning code; or
    b. a building site designated as such on an approved planned development plan; or
    c. an unplatted area, legally created, and having the minimum size and dimensions required for a building site by the zoning code, but that does not have frontage on a public street.

2. A tract consisting of more than one contiguous lot may be considered as one lot for development purposes, subject to interpretation of the location of the front and rear yards.
3. A “corner lot” is a lot bounded on two adjacent sides by intersecting public streets.
4. An “inside lot” is a lot other than a corner lot.
5. A “through lot” is a lot bounded on opposite sides by parallel or approximately parallel public streets.

S. Lot Depth.

The depth of a lot is the horizontal distance between the front lot line and the rear lot line measured in the mean direction of the side lot lines.

T. Lot Lines.

The property lines along the edge of a lot or site.

1. “Front lot line” means a lot line, or segment of a lot line, that abuts a street, regardless of whether private access is provided from the street.

    a. On a corner lot, the front lot line is the shortest of the lot lines that abut a street. If two or more street lot lines are of equal length, then the applicant or property owner can choose which lot line is to be the front.
    b. However, a through lot has two front lot lines regardless of whether the street lot lines are of equal or unequal length. On through lots, the Planning Director shall determine how to apply access requirements, design standards, frontage requirements, and other provisions within SMC Title 17 relating to front lot lines.

2. “Rear lot line” means a lot line that is opposite a front lot line.

    a. A triangular lot has two side lot lines but no rear lot line.
    b. For other irregularly shaped lots, the rear lot line is all lot lines that are most nearly opposite the front lot line.

3. “Side lot line” means a lot line that is neither a front nor rear lot line.

    a. On a corner lot, the longer lot line, which abuts a street, is a side lot line.

4. “Side street lot line” means a lot line that is both a side lot line and a street lot line.

5. “Street lot line” means a lot line, or segment of a lot line, that abuts a street.

a. “Street lot line” does not include lot lines that abut an alley.
b. On a corner lot, there are two (or more) street lot lines.
c. Street lot lines can include front lot lines and side lot lines.

U. Lot Width.

The width of a lot is the horizontal distance between the side lot lines measured on a line intersecting at right angles the line of the lot depth thirty feet from the front lot line.

V. Low Impact Development (LID).

1. LID is a stormwater and land use management strategy that strives to mimic pre-disturbance hydrologic processes of infiltration, filtration, storage, evaporation and transpiration by emphasizing conservation, use of on-site natural features, site planning, and distributed stormwater management practices that are integrated into a project design.

W. Low Visual Impact Facility.

For the purposes of administration of this code, a low visual impact facility includes a small diameter (three feet or less) antenna or antenna array located on top of an existing pole or on a replacement pole. (See also SMC 17A.020.010, Alternative Tower Structure.)

X. Lowest Floor.

The lowest floor of the lowest enclosed area (including the basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access, or storage, in an area other than a basement area, is not considered a building’s lowest floor, provided that such enclosure is not built so as to render the structure in violation of SMC 17E.030.140.

Section 5. That Section 17A.020.160 is amended to read as follows:

A. Painted Wall Highlights.

See SMC 17C.240.015.

B. Painted Wall Sign.

See SMC 17C.240.015.

C. PAO Responsible Official.

The Planning Director, serving in the capacity of administrative official of the lead agency.

D. Parcel.

See “Lot” (SMC 17A.020.120).

E. Parkway.

A thoroughfare designated as a collector or arterial, with a median reflecting the park-like character implied in the name - SMC 17D.050A.040.U.

F. Party of Record.

Any person who has appeared at a hearing of the hearing examiner by presenting testimony or making written comment.

G. Paved Area.

1. An uncovered, hard-surfaced area or an area covered with a perforated hard surface (such as “Grasscrete”) that is able to withstand vehicular traffic or other heavy-impact uses.
2. Graveled areas are not paved areas.

H. Pedestrian Buffer Strips (PBS).

A hard-surfaced or planted area(s) between travel or parking lanes and sidewalks, also called planting strips. PBS improves safety by separating vehicles and pedestrians and provide space for drainage, street trees and snow storage.

I. Pedestrian Path.

A continuous, unobstructed, reasonably direct route between an on-site parking lot and a Primary Building Entry designed and suitable for pedestrian use. Minimum requirements for Pedestrian Paths are listed in Section 17C.123.040 of the FBC.

J. Pedestrian-Scaled Fixtures (lighting).

Pole-mounted light fixtures placed and designed to illuminate foot-traffic areas including exterior lots, pathways or sidewalks. For purposes of the HFBC,

Pedestrian-Scaled Fixtures are defined by height as measured from ground to bottom of shade or bulb.

K. Pedestrian-Scaled Signs.

See SMC 17C.240.015.

L. Pedestrian Street.

1. A street designated on the official zoning map as a pedestrian street where development standards are required to promote a pedestrian friendly street. Pedestrian streets offer a pleasant and safe walking environment. Design features include minimal interruptions of the sidewalk by driveways, publicly usable site furnishing such as benches, tables, and bike racks, and visually interesting buildings close to the sidewalk.

M. Performance Guarantee.

A “financial guarantee” providing for and securing to the City the actual construction and installation of the required improvements.

N. Performance/Warranty Retainer.

A “financial guarantee” both providing for and securing to the City the actual construction and installation of such improvements, and securing to the City the successful operation of the improvements for two years after the City’s final inspection and acceptance of the improvements.

O. Permanent Erosion and Sediment Control Measures.

A combination of plants, mulch, sod, matting, erosion control blankets, and permanent structures that will provide long-term soil stabilization.

P. Permanent Sign.

See SMC 17C.240.015.

Q. Permanent Stabilization.

See Permanent Erosion and Sediment Control Measures.

R. Permeable Sediment.

Sediment permitting the flow of water.

S. Person.

Any natural person, whether acting individually or in a representative capacity, partnership, joint venture, corporation, or other legal entity.

T. Pier.

Any platform structure, fill, or anchored device in or floating upon water bodies to provide moorage for watercraft engaged in commerce, including, but not limited to, wharves, mono-buoys, quays, ferry terminals, and fish weighing station.

U. Planned Action.

A Planned Action means one or more types of project action that:

1. Are designated Planned Actions by an ordinance or resolution; and
2. In conjunction with, or to implement, an adopted comprehensive plan or subarea plan that have had the significant impacts adequately addressed in an Environmental Impact Statement under the requirements of WAC 197-11-64; and
3. Is exempt from additional SEPA review for all elements covered under the Environmental Impact Statement of the adopted comprehensive plan or subarea plan.
4. Is defined in WAC 197-11-164.

V. Planned Capacity.

For all capital facilities, except transportation, capacity for a concurrency facility that does not exist, but for which the necessary facility construction, expansion, or modification project is contained in the current adopted City of Spokane comprehensive plan, capital improvement program and scheduled to be completed within six years. (RCW 36.70A.020).

W. Planned Capacity for Transportation Facilities.

Capacity for transportation facilities, including roads and transit, that does not exist, but where transportation improvements or strategies to accommodate the impacts of development are made concurrent with the development.

1. These strategies may include:

    a. increased public transportation service,
    b. ride sharing programs,
    c. demand management, and
    d. other transportation systems management strategies.

2. For transportation facilities, “concurrent with the development” shall mean that improvements or strategies are in place at the time of development, or that a financial commitment is in place to complete the improvements or strategies within six years (RCW 36.70A.070(6)(b)).

X. Planned Unit Development (PUD).

1. A planned unit development is a project permit for an overlay zone, approved by the hearing examiner, which does not fully comply with all of the development standards of the base zone in which it is located, but is approved based on superior or innovative design. .
2. The City may permit a variety of types, design, and arrangement of structures and enable the coordination of project characteristics with features of a particular site in a manner consistent with the public health, safety, and welfare.

Y. Plans.

Planning documents, which are developed by the various departments of the City, pertaining to the orderly development of public facilities.

Z. Planting Zone.

Area for street trees, ground cover or other plantings; typically included herein as a portion of overall sidewalk width reserved for locating permanent trees and tree grates.

AA. Plat – Final.

A map or representation of a subdivision, showing thereon the division of a tract or parcel of land into lots, blocks, streets, alleys, or other divisions and dedications and containing all elements and requirements set forth in this chapter and chapter 58.17 RCW.

BB. Plat – Preliminary.

1. A neat and approximate drawing of a proposed subdivision showing the general layout of streets, alleys, lots, blocks, and other elements of a subdivision required by this chapter and chapter 58.17 RCW.
2. The preliminary plat shall be the basis for the approval or disapproval of the general layout of a subdivision.

CC. Plaza.

Areas generally open to the public on a controlled basis and used for passive recreational activities and relaxation.
Plazas are paved areas typically provided with amenities, such as seating, drinking, and ornamental fountains, art, trees, and landscaping, for use by pedestrians.

DD. Plinth.

The base or platform upon which a building wall or column appears to rest, helping establish pedestrian-scaled elements and aesthetically tying the building to the ground.

EE. Pollutant.

Any substance which is prohibited or limited by applicable laws or regulations, which is released or discharged in conjunction with development. Any substance that causes or contributes to violation of air, land, or water quality standards, released or discharged.

FF. Pollution.

Contamination, or other alteration of the physical, chemical, or biological properties of air, land, water or wetlands, or such discharge of any liquid, gaseous, solid, radioactive, or other substance into air, land, water, or wetlands as will or is likely to cause a nuisance or render such air, land, water, or wetlands harmful, detrimental, or injurious to the public health, safety, or welfare, or to domestic, commercial, industrial, agricultural, recreational, or other legitimate beneficial uses, or to livestock, wildlife, fish, native vegetation, or other aquatic life.

GG. Potential Geologically Hazardous Areas.

Areas designated on maps maintained in the City’s planning and economic development services department. They are classified “potential” because they have not been confirmed by field investigation nor do they necessarily include the full extent of all geologically hazardous areas within the City. The maps are intended to alert property owners, purchasers, developers, etc., to the possible existence of significant geological hazards, which may warrant further geotechnical study.

HH. Practicable Alternative.

An alternative that is available and capable of being carried out after taking into consideration cost, existing technology, and logistics in light of overall project purposes and having less impact to critical areas. It may involve using an

alternative site in the general region that is available to the applicant and may feasibly be used to accomplish the project.

II. Predevelopment Meetings.

Meetings between City or agency staff and an applicant or their representatives prior to formal submission of a detailed application. They are intended to provide an overview of the regulatory requirements, application process, and procedural submission requirements.

JJ. Principal Buildings.

Where multiple buildings occupy a single lot, those buildings that are associated with the prevailing use of that site.

KK. Primary Building Entry.

Access or entrance of first rank, importance or value, visually associated with the prevailing ground-floor use of a building.

LL. Primary Building Walls.

Any exterior building wall that faces a street and contains a public entrance to the occupant's premises or tenant space. If an individual tenant space does not have a street facing wall, or does not have a street facing wall containing a public entrance, then the primary building wall for that individual tenant space is any wall containing a public entrance that faces a parking area on the site. (See Figure 1, SMC 17C.240.130, Primary Building Walls)

MM. Primary Container.

The container that is in direct contact with the material of concern during the course of normal transport, use, or storage.

NN. Primary Drainage Basin.

The basin of the stream or tributary within which a project is proposed, not including basins of major tributaries. For the purpose of this regulation the primary drainage basin of:

1. Latah Creek is not a part of the primary drainage basin of the Spokane River,
2. Marshall Creek is not a part of the primary drainage basin of Latah Creek.

OO. Primary Structure.

1. A structure or combination of structures of chief importance or function on a site. In general, the primary use of the site is carried out in a primary structure.
2. The difference between a primary and accessory structure is determined by comparing the size, placement, similarity of design, use of common building materials, and the orientation of the structures on a site.

PP. Primary Use.

1. An activity or combination of activities of chief importance on the site. One of the main purposes for which the land or structures are intended, designed or ordinarily used.
2. A site may have more than one primary use.

QQ. Principal Arterials.

A street serving major activity centers, providing a high degree of mobility and serving the longest trip demands within the urban area.

RR. Priority Habitats.

Habitat areas determined by WDFW to have unique or significant value to many species and that meet one or more of the following criteria:

1. High wildlife density.
2. High species diversity.
3. Important wildlife breeding habitat.
4. Important wildlife seasonal ranges.
5. Important movement corridors.
6. Limited availability.
7. High vulnerability to habitat alteration.

SS. Priority Species.

A wildlife species requiring protective measures for their perpetuation due to their population status, their sensitivity to habitat alteration, and/or their recreational importance.

TT. Private Street.

Roadway which is not controlled or maintained by a public authority, and which serve two or more properties.

UU. Project Permit or Project Permit Application.

Any land use or environmental permit or license required for a project action, including, but not limited to, building permits, short plats, subdivisions, binding site plans, planned unit developments, conditional uses, shoreline substantial development permits, site plan review, permits, or approvals required by the critical area ordinance, and site specific rezones authorized by a comprehensive plan or subarea plan, but excluding the adoption or amendment of a comprehensive plan, subarea plan, or development regulations, except as otherwise specifically identified under RCW 36.70B.140.

VV. Projecting Sign.

See SMC 17C.240.015.

WW. Protected Species.

A general classification of animals by WDFW that includes all those species not classified as listed, game, fur-bearing, or non-protected. This also includes all birds not classified as game or non-protected.

XX. Proximity.

That two or more properties are either adjacent or separated by a street or alley.

YY. Public Access.

The public's right to get to and use the City's public waters, the water/land interface and associated shoreline area. It includes physical access that is either lateral (areas paralleling the shore) or perpendicular (an easement or public corridor to the shore), and/or visual access facilitated by means such as scenic streets and overlooks, viewing towers, and other public sites or facilities.

ZZ. Public Facilities.

Any City-owned, operated, or contracted public facility or service in whole, or in part, whether existing or planned, including, but not limited to:

1. parks,
2. recreation facilities,
3. playgrounds,
4. streets,
5. transportation facilities,
6. open spaces,
7. fire facilities,
8. storm water drainage ponds, and

9. all such appurtenances and improvements.

AAA. Public Property.

Any City-owned real property, air space, or other interest in real estate, including streets, alleys, or other public rights-of-way, owned by or controlled by this municipality or any other governmental unit.

BBB. Public Way.

1. A dedicated “public way” is a tract of land:

   a. conveyed or reserved by deed,
   b. dedicated by plat, or
   c. acquired by decree of court,
   d. which has been accepted and dedicated by action of the city council to the public right-of-way and for secondary use as an easement for public utilities.

2. ((~~An “alley”~~)) A “public alley” is a public way, usually not exceeding ((~~sixteen~~)) twenty feet (20’) in width, designed ((~~or~~)) and intended to provide ((~~secondary~~)) vehicular access to abutting properties.

Section 6. That Section 17C.111.340 is amended to read as follows:

A. Purpose.

To ensure that all buildings within a development have adequate access to public rights of way and municipal services.

B. Applicability.

The following standards apply to all buildings within a development.

C. Pedestrian Connectivity Implementation.

1. Public Right-of-Way Access.

At least one walking connection is required between each building and the sidewalk. For each ground-floor unit with a separate entry, separate walking connections are required for each ground-floor unit. Driveways may be used to meet this requirement where a driveway serves no more than nine (9) dwelling units. Exceptions for driveways serving more than nine (9) dwelling units shall be approved by the City Engineer. (R)

2. Garbage and Recycling Areas.

At least one walking connection is required between each unit and its designated garbage and recycling area. Driveways and parking access aisles may be used to meet this requirement. (R)

Section 7. That Section 17H.010.010 is amended to read as follows:

Streets, alleys ((~~and bikeways~~)), and other traveled ways shall be designed to provide efficient and economical travel ((~~ways~~)), including for pedestrian and bicycle travel, and create a safe and pleasant environment for the citizens of Spokane. An effective Complete Street design shall consider the location of facilities in relation to land use, pedestrian and bicycle safety, adequate right-of-way width, traffic standards and safety, landscaping, drainage facilities, ease of maintenance, and the ability to provide effective and efficient public services. This section provides general design considerations for individual street elements.

The street development standards as set forth in chapter 17H.010 SMC are applicable to new streets, reconstruction of rural roads into urban streets as urbanization occurs, and other street construction projects that involve major redesign of the street itself. Transportation preservation projects (resurfacing, rehabilitation or reconstruction of the existing street pavement, sidewalks or bridges) are exempt from the requirements of chapter 17H.010 SMC but shall be subject to the provisions of chapter 17H.020 SMC pertaining to pedestrian and biking infrastructure.

General references to “streets” and “alleys” should be assumed to refer to “public streets” or “public alleys” unless specifically denoted or unless the context clearly indicates otherwise.

Section 8. That a new Section 17H.010.015 is created and shall read as follows:

17H.010.015 Administration

The City Engineer shall administer the requirements of this chapter.

The City Engineer shall determine the proper designations of streets, alleys, and driveways using professional judgment and based on the requirements provided in this chapter.

Section 9. That Section 17H.010.090 is amended to read as follows:

17H.010.090 Private Streets, Private Alleys, and ((~~Private Access~~)) Driveways

((~~A. Residential private streets are allowed only in conjunction with an approved planned unit development, binding site plan or mobile home park. Lots within a~~

~~pocket residential development may have frontage on a private street or private access. The written conditions of approval for the project must permit lot frontage on a private street or private access.~~

~~B. Private streets and private access require the approval of the director of engineering services. New private streets are allowed only when street connectivity is unachievable, such as property that is isolated by topography or the configuration of existing lots and streets.~~

~~C. Pedestrian access shall be provided from the private street or private access to an existing or future street or public pathway if vehicular access cannot be provided.~~

~~D. Private streets or private access shall not obstruct traffic circulation or cut off future development from public access or utilities.~~

~~E. Streets must be public if they are designed to connect to an adjacent site, or will serve lots on an adjacent site.~~

~~F. Private streets shall be constructed in accordance with the design standards for public streets. Private access shall be improved in accordance with the development standards for parking lots as provided in SMC 17C.230.140.~~

~~G. Private streets or private access require private water and sewer systems.~~

~~H. Private streets or private access shall be owned in common by the owners of the property served by the private streets/private access or by a homeowners' association. The tract shall be designated on the plat as a special purpose tract. Private access may be designated by a recorded easement. A maintenance agreement shall be recorded with the Spokane county auditor that commits the owner(s) to maintain all elements of the private street. Accessibility (snow plowing, etc) shall be maintained at all times for emergency vehicles.~~

~~I. Transitions from public to private streets should not occur mid-block. Where a mid-block transition is unavoidable, a public turn-around designed to meet city standards shall be provided.~~))

A. General Requirements.

1. Water or sewer systems situated under a private street, private alley, driveway, or other private access shall be privately owned.
2. Private streets; private alleys; and driveways or other private access serving more than one parcel shall ensure access for all properties served through a common ownership instrument such as a homeowners' association, or through access easements and shared maintenance agreements.
3. Private streets, private alleys, driveways, or other private access shall not obstruct traffic circulation or cut off future development from public access or utilities.

B. Additional Requirements for Private Streets.

1. Private streets require the approval of the City Engineer.

2. Residential private streets shall only be permitted in the following development types:

a. Planned Unit Development;
b. Binding Site Plan;
c. Mobile Home Park;
d. Unit Lot Subdivision.

3. Private streets are discouraged. The following criteria shall be considered by the City Engineer in approving a proposed private street:

a. The private street serves a limited area; and
b. Connectivity to the rest of the street network is severely limited and cannot be improved through alternative alignments due to topography or the configuration of existing lots and streets.

4. Streets shall be public if they are designed to connect to an adjacent development site or will serve lots on an adjacent site.
5. Private streets shall be constructed in accordance with the design standards for public streets.
6. A maintenance agreement shall be recorded with the Spokane county auditor that commits the owner(s) to maintain all elements of the private street. Accessibility (snow plowing, etc) shall be maintained at all times for emergency vehicles.
7. Mid-block transitions from public to private streets should be avoided. Where a mid-block transition is unavoidable, a public turn-around designed to meet city standards shall be provided.

Section 10. That Section 17H.010.130 is amended to read as follows:

A. When constructed, alleys shall be provided at the rear or side of lots.
B. Where alleys are existing, or provided in new subdivisions and short subdivisions, on-site parking spaces shall be accessed from the alley and not the street unless approved by director of engineering.
C. Dead-end alleys shall be avoided wherever possible((~~, but if unavoidable,~~)) and shall be approved by the City Engineer. They shall be designed with adequate turn-around facilities or alternative connections acceptable to the ((~~director of engineering services~~)) City Engineer at the dead-end.
D. All new alleys shall be constructed in conformance with the standard plans.
E. Public alleys shall be located in public right-of-way. If public utilities are to be located in an alley, the alley must be located in public right-of-way.
F. Private alleys may be located in a tract or on an easement. Tracks must be owned in common by the owners of the property served by the private alley or by a homeowner's association and must be designated on the plat as a special purpose

tract. A maintenance agreement must be recorded with the Spokane county auditor that commits the owner(s) to maintain all elements of the private alley.

G. New alleys shall have a paved width of at least twelve feet and a clear width of at least twenty feet. The twenty-foot width shall not be obstructed in any manner, including the parking of vehicles, fences or utility structures.

H. Stormwater from all new alleys must be collected and treated according to the city's stormwater guidelines.

Section 11. Severability: If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 12. Clerical Errors: Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

Passed by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
Assistant City Attorney

_____
Date

_____
Effective Date

CITY OF SPOKANE PLAN COMMISSION
FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS
REGARDING STREETS, ALLEYS, AND DRIVEWAYS

A recommendation of the City of Spokane Plan Commission to the City Council related to the designation of streets, alleys, and driveways; and amending SMC sections 17A.020.030, .040, 120, 160, 17H.010.010, and 130; and adopting a new section 17H.010.015.

FINDINGS OF FACT:

A. The City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act (GMA) as set forth in RCW 36.70A.

B. Three written public comments were received and provided to the Plan Commission in advance of the hearing.

C. A State Environmental Protection Act (SEPA) Determination of Nonsignificance and Checklist were issued by Planning Services on July 3, 2025. The comment period ended on July 17, 2025.

D. A legal notice of public hearing was published in the *Spokesman-Review* on 7/9/25 and 7/16/25.

CONCLUSIONS:

Based upon the staff presentations, briefing materials, associated studies, and agency and public comment, the Spokane Plan Commission makes the following conclusions with respect to the proposal:

1. The Plan Commission finds that the proposed amendments bear a substantial relation to the public health, safety, welfare, and protection of the environment pursuant to the requirements outlined in 17G025.010(J).

2. Interested agencies and the public have had opportunities to participate throughout the process and persons desiring to comment were given an opportunity to comment.

3. SEPA review was completed for the proposal, and pursuant to SEPA, any adverse environmental impacts associated with the draft regulations will be mitigated by enforcement of the City's development regulations.

4. The Plan Commission finds that the proposal enhances the clarity around the designation of streets, alleys, and driveways, but that additional details about the circumstances in which driveways are permitted and the requirements accompanying them is an important topic for future consideration.

5. The Plan Commission finds that the proposed amendments are consistent with the applicable provisions of the Comprehensive Plan, particularly the following adopted goals and policies:

    a. LU 3.6 Compact Residential Patterns

    b. LU 3.1 Coordinated and Efficient Land Use

c. LU 4.1 Land Use and Transportation

RECOMMENDATION:

In the matter of the proposal to amend the aforementioned sections of the Spokane Municipal Code, as based on the above listed findings and conclusions, by vote of 5-1, the Spokane Plan Commission takes the following actions:

1. Recommends to the Spokane City Council the **APPROVAL** of the proposal.
2. Authorizes the President to prepare and sign on the Commission's behalf a written decision setting forth the Plan Commission's findings, conclusions, and recommendations on the proposed amendments.

Jesse Bank
Jesse Bank (Jul 24, 2025 15:07:01 PDT)

Jesse Bank, President

Spokane Plan Commission

7/24/25

PC Findings and Conclusions - Street-Alley-Driveway

Final Audit Report 2025-07-24

Created:	2025-07-24
By:	Angela McCall (amccall@spokanecity.org)
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"PC Findings and Conclusions - Street-Alley-Driveway" History

Document created by Angela McCall (amccall@spokanecity.org)
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Email viewed by Jesse Bank (jbank@spokanecity.org)
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Document e-signed by Jesse Bank (jbank@spokanecity.org)
Signature Date: 2025-07-24 - 10:07:01 PM GMT - Time Source: server

Agreement completed.
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PUBLIC COMMENTS

ORD C36744

From: Gardner, Spencer
To: Sirott, Sarah; msolheim2002@yahoo.com
Subject: Re: July 23, 2025 Plan Commission Agenda
Date: Tuesday, July 22, 2025 2:12:01 PM

Thank you, Marni. Your comment will be included in the record for the Plan Commission hearing.

Spencer Gardner | Director | Planning Services
Office 509-625-6097 | Mobile 509-723-7554 | my.spokanecity.org

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From: Sirott, Sarah <ssirott@spokanecity.org>
Sent: Tuesday, July 22, 2025 9:49 AM
To: msolheim2002@yahoo.com <msolheim2002@yahoo.com>
Cc: Gardner, Spencer <sgardner@spokanecity.org>
Subject: RE: July 23, 2025 Plan Commission Agenda

Thank you for contacting Councilmember Klitzke's office, Marni. We are copying Plan Commission.

Respectfully,

Sarah Sirott | Legislative Assistant to Council Member Kitty Klitzke
509.625.6702 |ssirott@spokanecity.org| District 3
This email is subject to the Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.

From: Sirott, Sarah <ssirott@spokanecity.org> **On Behalf Of** Klitzke, Kitty
Sent: Tuesday, July 22, 2025 7:07 AM
To: Sirott, Sarah <ssirott@spokanecity.org>
Subject: Fw: July 23, 2025 Plan Commission Agenda

From: marni solheim <msolheim2002@yahoo.com>
Sent: Monday, July 21, 2025 5:16 PM
To: Zappone, Zack <zzappone@spokanecity.org>; Wilkerson, Betsy <bwilkerson@spokanecity.org>; Klitzke, Kitty <kklitzke@spokanecity.org>
Subject: July 23, 2025 Plan Commission Agenda

[CAUTION - EXTERNAL EMAIL - Verify Sender]
At this meeting you will be presented with proposed amendments to the naming streets and alleys, as well as driveway adjustments. I believe these changes are proposed as a direct result of a proposed development in my neighborhood that the hearing examiner denied after the neighborhood collectively

fought the proposal. It's called the Ash Place Development.

It proposes 20 townhomes of only middle-high and high-income homes on a 1.23-acre lot. Much of this lot is not actually buildable due to steep slopes. These 20 homes are proposed across from Drumheller Conservation Area and many of us living past this are on a dead-end street. Neighbors expressed many concerns about the inappropriateness of this dense development, but I will focus on the reason I'm writing.

The proposed street changes begin on page 271 of your agenda documents. One of the reasons the hearing examiner denied the project, perhaps the primary reason, was that half of the townhomes would have access by a shared driveway with a lane in between the homes that dead ended at both ends. Due to the city's current code, this lane cannot be named and does not meet street code standards to be named in either size or the ability to travel through. This lane does not meet street standards. I contend that emergency vehicles, delivery trucks, waste trucks, moving trucks, etc. would have an extremely difficult time servicing the homes within the driveway. Regardless, the city was supporting this proposal. The hearing examiner made the right decision.

Proposed changes to Section 17D.050A.050 (D) and (E) would allow driveways, alleys, and access to parking areas to be named. This might allow this project to go through. It would create an entirely new standard for maps, navigation systems, and confusion when names may not be visible from the street. Not just for this project but others as well, I write to oppose all of the proposed changes to 17D.050A.050.

I hope you are able to give some attention to this issue because it has potentially larger implications proponents are not likely to share. Standards for street width, sidewalks, landscaping, and accessibility to homes exist for good reason. Creating this loophole puts those standards at risk.

Marni Solheim
1711 W. Euclid Ave
Spokane, WA 99205
509-981-3759

From:	Dennis Flynn
To:	Plan Commission; Klitzke, Kitty
Cc:	Zappone, Zack; Bingle, Jonathan; Cathcart, Michael; Wilkerson, Betsy; Dillon, Paul; Gardner, Spencer
Subject:	7/23/2025 - Public Comment submission Regarding Hearing Topics
Date:	Tuesday, July 22, 2025 7:05:00 PM
Attachments:	20250723_PlanCommission_Hearings_PublicComment_DennisFlynn2108WEuclid.docx

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[CAUTION - EXTERNAL EMAIL - Verify Sender]

Please find attached a Microsoft Word document I ask you to include in the Public Comments for the 7/23/2025 meeting.

Mr. Gardner, thank you for offering to include the email forwarded from Councilwoman Klitzke; I have incorporated most of that into the attached Word document, along with other thoughts.

Thank you,
Dennis Flynn
2108 W Euclid Ave

Hi, Dennis Flynn, I live at 2108 W Euclid Ave. I prepared this written comment in different spurts, and I have organized it into 3 sections:

- Section 1: mainly references the Comprehensive Plan as the superior document for all Land Use
- Section 2: mainly references the Safety concerns
- Section 3: I reviewed your Briefing Paper and the associated changes to SMC, and provided recommendations for changes

I know this is a bit disjointed, but time is short. I have cleaned it up somewhat to try not to duplicate my thoughts too much across the sections, but I ask for your forgiveness for suffering through multiple duplications. Thank you for reviewing my public comments.

Dennis Flynn, dpflynn@hotmail.com, 2108 W Euclid Ave, 509-325-9097

SECTION1

As you all are well familiar, the Comprehensive Plan is the supreme document that identifies Land Use. There's several things I'd like to point out:

Chapter 1, section 1 of the Comp Plan says, **"By law, decision-makers and managers in city government must follow the direction of the Comprehensive Plan."**

It also says, "**First,** the city must regulate land use and development **consistent with the plan**; the zoning code, subdivision code, environmental ordinances, and building code **must follow the plan's intent**."

Chapter 1, section 3, says this about Property Rights, "The property rights of landowners shall be protected from arbitrary and discriminatory actions." which I read to mean the existing property owners in a neighborhood shall not have their property rights infringed upon by arbitrarily forcing in a development if it does not follow the City's own Comprehensive Plan and Land Use.

--

Chapter 2, section 1, says the "City government has the primary responsibility to implement the plan...via the application of land use regulations...**that regulations shall be consistent with the Comprehensive Plan**"

and "the zoning code consists of definitions...and maps that show how the **zone classifications divide the entire city into land use districts**."

and most importantly it says, "Since zoning is a device to implement the Comprehensive Plan, **its rules must be consistent with the plan.**"

--

Chapter 3, section 3 says "Goals and policies provide direction"

and "Much of the future growth should occur within concentrated areas in and around Neighborhood Centers, District Centers, Employment Centers, Corridors, and Downtown as designated on the Land Use Plan Map...with changes in other areas (like existing residential neighborhoods) guided towards more compatible uses and scales".

LU1.3, for "Lower Intensity Residential Areas", it says "some residential areas would benefit from **slightly** increased intensities of residential use (somewhat taller buildings, more lot coverage)".

in LU 3.2 it says that "housing density should decrease as the distance from the Neighborhood Center increases".

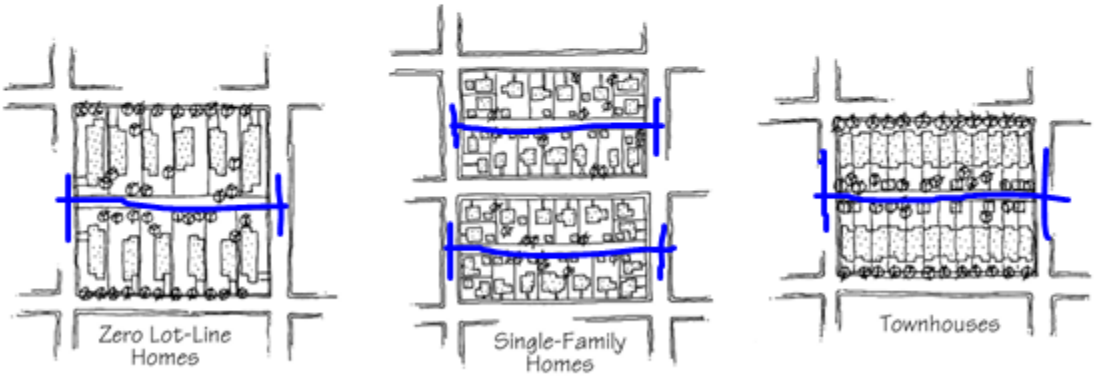
A recent plat proposal that was denied had almost 3-TIMES the 10 units per acre allowed, is over a mile away from the Garland Neighborhood Center, a mile away from the Shadle District Center, and 3/4 of a mile away from the Monroe Corridor. The plat proposal in question is about as far away from Centers and Corridors as you can get. This is a "high intensity" housing development meant for the exact places that are called out to support high intensity housing; it definitely is not “consistent with the plan” and I find its approval was not consistent with the plan, so it was both “arbitrary” and “discriminatory” against the property rights of the neighboring land owners. I can tell you for sure that almost tripling the density identified in the Comprehensive Plan is definitely NOT "slightly increased intensity".

in LU 3.6 and in every other graphic that depicts townhouses in this document, every townhouse example includes a block with 4 streets around it and an alley going through it; here’s a screen capture from the Comprehensive Plan showing the happy-happy land of multiple egress points:

LU 3.6 Compact Residential Patterns

Allow more compact and affordable housing in all neighborhoods, in accordance with design guidelines.

Discussion: Compact and affordable housing includes such choices as townhouses, accessory dwelling units (granny flats), live-work housing, triplexes, zero-lot line, starter, small-lot, and row houses. Middle housing types such as these are compatible with all residential areas, commensurate with Policy LU 1.3 above.



And here's a screen capture of what the City approved for 20 units to share one driveway onto a dead-end road:

in LU 3.7 it encourages minimum lot sizes to achieve desired residential density, but it does not change the density, rather it **encourages additional options to achieve higher density**.

LU 4.4 Connections encourages safe connections for pedestrians and bicycles. I'm not sure if crossing multiple driveways while traversing an alley should be considered a "safe connection"

LU 5.4 encourages protection of natural features and wildlife habitat, but what is really interesting in this section is it's discussion of densities and how adjustments might be made to meet minimum densities but nothing about exceeding maximum densities: " To encourage conservation of natural features and habitat protection, development regulations should be established that allow clustering of development at higher densities than otherwise allowed (consistent with overall density allowed for the site). If the minimum density cannot be achieved by clustering of development, exceptions to minimum residential density requirements may be permitted."

Chapter 3, section 4 identifies the "land use plan map designations are necessary for development..to achieve the vision and values...These land use designations are shown on the following map, which apply the requirements of land use and the goals and policies of the Comprehensive Plan to the physical environment, describing the type of development expected in each area. The overall strategy...is

that...concentrated in focused growth areas (Centers and Corridors), while the remaining parts ...by lower intensity uses."

An area zoned Residential Moderate or even Residential Plus might support this project that pencils out, after removing the East 1/4 of the site that is unbuildable, to more than 27 units per acre. But this area is zoned "Residential Low", and while variation in lot sizes and housing types are allowed so as to develop to **"meet"** that 10 number, the Comprehensive Plan Land Use map is supreme to BOCA, and this area is still zoned 4-10 units per acre with no variance in place to "**exceed"** that density.

SECTION2

Additional Notes Relating to Public Safety Concerns, Addressing, and Zoning:

Alleys or driveways serving multiple lots without separated sidewalks is fundamentally unsafe. Elderly, children, handicapped are at risk.

In 17D.050A.100, the proposed changes are to purposefully use Driveways to circumvent safe design standards out of some false determination that the citizen safety is to be sacrificed on the alter of additional housing units. The Plan Commission is identifying a Driveway as NOT a Roadway out one side of its mouth, while requiring shared Driveways to be built to Roadway standards and to be addressable for the purposes of Emergency vehicle response, solid waste pickup, etc out the other side of its mouth. There is already such things that provides such needs: a Street or an Alley!

And there is NO REASON to name a Driveway or an Alley outside of Downtown, because 17D.050A.100 already allows for 100 addresses for each block of a Roadway, even specifying that intersecting Driveways are to be ignored for this addressing and that properties using Shared Driveways shall be addressed via the Street to which the Driveway connects. And the even/odd numbering is specifically called out as applying only to Roadways, which these changes identify a Driveway is NOT.

The Comprehensive Plan designates density. The Residential Low Zone, within the density definitions of the Comprehensive Plan has a designation of 4-10 units per acre. The Housing Action Plan started the process of assessing and then implementing the BOCA ordinance and ultimately the current SMC to allow for additional housing types, including zero-setbacks, such as townhouses, to encourage more dense housing that MEETS the Comprehensive Plan designation of 4-10 units per acre, but does NOT call to EXCEED it. Basically, there was too much being built closer to the 4 units/acre and not enough at the 10 units/acre, and these efforts were meant, from the initial birth of the HAP, to achieve density closer to the 10/acre.

However your Planning Department has gone off the rails in ignoring the intent to MEET the Land Use defined in the Comprehensive Plan, and

approved inherently unsafe designs that EXCEED the density

What do I mean by inherently unsafe? Every “missing middle” example conceptualized in drawings in the Comprehensive Plan include a through alley that connects to streets on both sides! Now go look at the Lacey Plat Type II application that you approved: it has one egress point that is the shared driveway and no alley. God forbid a fire starts from the East and moves West through this development, potentially causing loss of life for those physically unable to flee over fences and across adjoining properties. Even so, at least the driveway has egresses to both the South and the North.

Another example of inherently unsafe design your Planning approved is the Ash Place project that I have no doubt is the genesis for these proposed changes. The inherently unsafe plat design you approved included a dead-end alley for almost DOUBLE the number of units for the Lacey project. Even worse is Ash Place is a dead-end road, so the only egress, if you can even make it out of the dead-end alley/driveway, is via Oak Street to the North

What do I mean by EXCEED density? Again, please recall the Comprehensive Plan designates the Land Use for Residential Low maxes at 10 units/acre. At least 25% of the Ash Place project is unbuildable, so this pencils out to 27 units/acre in a Residential Low that the Comprehensive Plan designates maxing at 10/acre.

Now, I know the Council wants to encourage density, but I'd also like to again point to your own documents that says higher density should be concentrated near Centers and Corridors, and density should lower as you get farther away from Centers and Corridors. Well, this Ash Place project is over a mile from Garland Center, a mile from Shadle Center, and is a mile away via roadway/walking from the Monroe Corridor. In other words, this development is about as far away from a Center or Corridor as you can get yet Planning approved building at 270% of the Comprehensive Plan Land Use designation!

I recommend either creating a new definition for "Shared Driveway", or modifying the proposed definition of Driveway to: An all-weather surface providing access onto a property from the right-of-way, private street, or

private alley. A Shared Driveway is a Driveway shared by more than one parcel. A Shared Driveway shall not serve more than the maximum number of parcels allowed by the applicable Zoning.

Additionally I recommend adding this qualifier: any Shared Driveway serving more than 4 parcels must provide two ingress/egress points.

17H.010.015

(G) Says alleys must have "a clear width of at least twenty feet", but the definition of an alley is "plates width is less than twenty feet"

The Briefing Paper claims the intent is to provide clearer definitions, but the reality is the proposed code changes don't provide clarity, but rather propose stealing authority from the Council and increasing discretionary, arbitrary determination in Planning. One of the key points of the Hearing Examiner is the double frontage the naming of the Driveway would have created, and that isn't even touched on in these proposed changes. And the definitions of Plats don’t even include Driveways.

17H.010.010 says travelled ways shall create a safe environment. A Shared Driveway which simultaneously includes automobile, bicycle, and pedestrian traffic is an inherently unsafe model.

SECTION3

Plan Commission,

Your Briefing Paper identifies the Subject as: "development proposals have occurred where there are not enough addresses available to assign an addresses [sic] to new development"

And your Briefing Paper identifies the Impact as: "Having a defined, predictable set of standards will help everyone to deal with addressing issues expeditiously."

The Subject of "not enough addresses" is not applicable to redefining what type of "traveled way" is eligible to assign an address, so the whole premise of this Briefing Paper does not support the vast majority of your proposed changes to SMC, which are very extensive.

Additionally, the Impact of "Having a defined, predictable set of standards" is completely ignored in many of your proposed changes to defer away any variance requirement or City Council determination to an unelected Administrator or Engineer, who will be free to allow or restrict at his/her arbitrary will.

One nit-picking point is that you made it very difficult to see what exact wording changed in 17D.050A.040 by striking-out the entire section of text that does not actually change; only the numbering changed by adding the "Limited Application" section. Meticulously comparing the initial verses the proposed text only to find it the same was onerous; I suggest your goal should be to make it easier for the public to consume your output, not more difficult.

I will note you maintained the definition of "roadway" and "roadway type", but you did not include a definition of "driveway", "shared driveway", "travel way", or "traveled way", leaving the existing definitions for "driveway" and "traveled way" in 17A.020 in effect. Not defining what is and is not a "driveway" or a "travel way" is inexcusable, given the extensive reference to "driveway" and "travel way" throughout your proposed changes and your stated Impact intent to have "defined, predictable set of standards". **You must rectify this by defining "driveway", "shared driveway", "travel way", and "traveled way".** Note the current definition of "traveled way" in 17A.020 references a "street".

The Title of 17D.050A.050 is "Roadways to Which Naming Requirements Apply". Notice the word "roadways" in the title, yet you are making one of the most substantive changes by changing "driveways, alleys, access to parking areas, and other travelled surfaces that are not considered roadways" from "may not be named" to "may be named at the discretion of the Administrator."

- This is a circular argument: this section only applies to naming "roadways", but you are implementing a 180-degree switch from "may not be named" to "may be named"
- And you are leaving this determination to the arbitrary discretion of the Administrator

This is exactly contrary to your stated Impact of "Having a defined, predictable set of standards". Not only is it incoherent to give yourself power to name a non-roadway in a section solely about naming roadways, you are proposing the "Administrator" have carte-blanche decision-making authority to name

or not name any non-roadway! Seriously, King George!? **This must be re-written to remain as "may not be named", and allow a deviation to be approved only by the City Council.**

Also of note:

- 17D.050A.050(J.1.)
    - references a "road name"; **this should be changed to "roadway name".**
    - references a "traveled surfaces; **this should be changed to "traveled ways", as it is in J.2.**

In 17D.050A.160 Deviations from Literal Compliance, you take from the City Council and bequeath upon the Administrator carte-blanche decision-making on whether or not to allow a deviations "to provide relief from literal compliance with specific provisions". This is a power justly and rightly held at the City Council, not at the discretionary whim of an unelected bureaucrat, no matter how principled his/her character. **The authority to approve deviations must remain with City Council.**

17A.020.120 "L" Definitions

- (T.1) Lot Lines: the proposal to modify the definition of "Front lot line" is pointless, and is contrary to the Impact intent to "Having a defined, predictable set of standards". Leave the definition as currently defined, because adding a "regardless of whether private access is provided from the street" is unnecessarily confusing when you have already identified "'Front lot line' means a lot line, or segment of a lot line, that abuts a street."
- (T.1.b): the text is very confusing, because it references the term "through lot" that is not defined in 17A or 17D. There is way too much deference to the Planning Director without a definition of "through lot". **A "through lot" must be defined.**

17H.010.010 references "Streets, alleys, and other traveled ways", but this is circularly redundant because the only definition for "traveled ways" is in 17A.020 and it references an "area of street".

17H.010.015 goes way overboard in deferring to the arbitrary whims of the City Engineer.

- Change:
    - The City Engineer shall determine the proper designations of streets, alleys, and driveways using professional judgment and based on the requirements provided in this chapter.
- To:
    - **Using the definitions in SMC 17A.020 and SMC 17D.050A.040, the City Engineer will follow the requirements provided in this chapter to identify the proper designations of roadways and non-roadways.**

17H.010.130(C) Alleys

- Change:

    - Dead-end alleys shall be avoided wherever possible and shall be approved by the City Engineer.
- To:
    - **Dead-end alleys shall be avoided wherever possible. Application for deviation must be submitted to the City Engineer and recorded in the Preliminary Plat design. Only technical variables shall be considered by the City Engineer; economic reasons shall not be considered.**

Even though we all know a massive reason for these rewrites is to allow for dead-end, shared driveways, it is conspicuous that there are NO proposed changes to 17H.010.020 Driveways.

- (G) The total nominal width…shall not exceed fourty percent of the frontage
- No definition of "shared driveways"
- No limits or boundaries on how many parcels may share one driveway

This must be rectified in order to meet the stated Impact of "Having a defined, predictable set of standards". I propose:

- **A shared driveway shall not serve more than the allowed number of parcels for the existing Zoning**
- **A shared driveway serving more than 4 parcels shall include a minimum of two ingress/egress points.**
- **A shared driveway serving more than 4 parcels shall include sidewalks that meet the Engineering Standards defined in 17H.010.180 and attach to the public right-of-way sidewalk, except the sidewalks shall be allowed with no pedestrian buffer strip.**

From: Plan Commission
To: Gardner, Spencer
Subject: FW: Clarification RE parcels for driveway
Date: Thursday, July 24, 2025 1:44:36 PM
Attachments: image001.jpg
image002.png
image003.png
image004.png

Passing this along.

Thank you,

Angie McCall, M.A., M.A. | *she/her* | Office Clerk Specialist | Planning & Economic Development
509.625.6864 | my.spokanecity.org

From: Dennis Flynn <dpflynn@hotmail.com>
Sent: Wednesday, July 23, 2025 6:25 PM
To: Plan Commission <eraplanc@spokanecity.org>
Subject: Re: Clarification RE parcels for driveway

[CAUTION - EXTERNAL EMAIL - Verify Sender]

If I accidentally edited this out of my document, this is from my original note file on my phone:

I recommend either creating a new definition for "Shared Driveway", or modifying the proposed definition of Driveway to: An all-weather surface providing access onto a property from the right-of-way, private street, or private alley. A Shared Driveway is a Driveway shared by more than one parcel. A Shared Driveway shall not serve more than the maximum number of parcels allowed by the applicable Zoning.

Additionally I recommend adding this qualifier: any Shared Driveway serving more than 4 parcells must provide two ingress/egress points.

Thank you all for seriously considering our public comments. Whether or not I get "my way", I feel you gave my comments justice.

Dennis Flynn

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From: Dennis Flynn <dpflynn@hotmail.com>
Sent: Wednesday, July 23, 2025 6:17:27 PM
To: plancommission@spokanecity.org <plancommission@spokanecity.org>
Subject: Clarification RE parcels for driveway

I believe my recommendation was to Max the # of parcels served by a shared driveway at the applicable Zoning. "Residential Low" is 4-10 per acre, so I was looking for a max of 10 parcels using a shared driveway (which I think is overly generous, and a compromise position)

Dennis Flynn

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From:	Anne Marie Liebhaber
To:	Plan Commission; Gardner, Spencer; Wilkerson, Betsy; Klitzke, Kitty; Zappone, Zack; Mayor
Cc:	Dennis Flynn; marni solheim
Subject:	Reclassification of Streets, Alleys and Driveways
Date:	Tuesday, July 22, 2025 8:51:01 PM
Attachments:	Washington Children Killed in Driveway.pdf

[CAUTION - EXTERNAL EMAIL - Verify Sender]

To Mayor Brown, Spokane City Council, Plan Commission, and Spencer Garnder, Planning Director:

I reviewed the proposed amendments to city codes intending to "reclassify" certain roadway types--alleys, driveways and "travel ways"--to allow small, private infill developments which lack sufficient land for code compliant private streets with proper sidewalks and protective pedestrian buffers, as well as required on-street parking stalls, in future plat designs. This is a shocking attempt to circumvent and degrade long standing, existing, safe street standards so that well financed developers can "pack in" more units, and thus make more profit, at the expense of the safety and well-being of unsuspecting home buyers and neighborhoods. The Plan Commission must thoroughly study this important issue and resist any hasty decisions.

This is exactly why the Ash Pl preliminary plat design, alluded to in the Agenda preface, failed. Its developer for two years insisted on a 20 ft narrow, private "alley-like" dead-end access roadway to serve 20 units on 1.32 acres, which the City haphazardly approved (including Planning Director Spencer Gardner and Chief Engineer Eldon Brown). All members of the Plan Commission should read Hearing Examiner Karl Granrath's pointed Decision denying the flawed roadway. *https://static.spokanecity.org/documents/hearingexaminer/decisions/2025/z230587pplt-decision.pdf*. Standard street width is 32 ft (residential low) or 36 ft (residential high) with mandatory sidewalks and pedestrian safety buffers, although city code allows variances in certain situations.

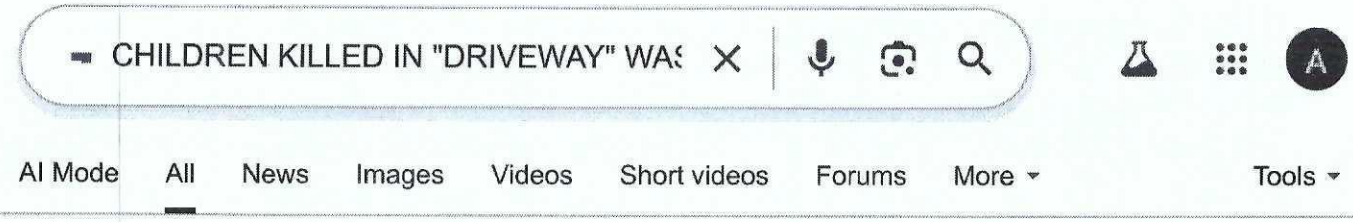
Reclassifying a narrow alley or "driveway" as the primary ingress/ egress roadway for high density developments with multiple units is dangerous and negligent, and flies in the face of recent federal, state and local awareness of vulnerable road users, such as pedestrians, bicyclists, those with mobility devices, and persons using scooters or mopeds. Notably Washington's *Vulnerable Roadway User Act* took effect on January 1, 2025, and applies to private roadways. *RCW 46.61.526.* Reclassification to permit narrow alleys or driveways to replace proper wide streets with sidewalks also undermines Mayor Lisa Brown's and this City Council's recent efforts in April 2025 to improve traffic safety in Spokane through infrastructure improvement initiatives. *https://my.spokanecity.org/news/releases/2025/04/16/mayor-city-council-announce-new-traffic-safety-improvements/*

Traffic fatalities have doubled in Spokane in the past five years, from 10 fatalities and 63 serious injuries (2019) to a record 20 fatalities and 102 serious injuries (2024), with a significant percentage involving pedestrians (62%) and bicyclists (55%). 2025 has already had seven roadway fatalities, four of which were pedestrians. *https://www.inlander.com/news/spokane-unveils-a-new-slate-of-traffic-safety-initiatives-as-fatal-traffic-collisions-continue-to-rise-in-2025-29799282#:~:text=Seven%20people%20have%20died%20in,public%20and%20pedestrian%20safety%20activists*. Three out of every five pedestrian fatal and serious injury accidents (60%) occur when a pedestrian was using the roadway or a crosswalk. Sidewalks unquestionably provide the most protection. *https://wtsc.wa.gov/wp-content/uploads/dlm_uploads/2024/07/WA-SHSP-TargetZero_Public-Draft-July15.pdf* This entire document is a must read by all members of Plan Commission prior to any reclassification of current roadway codes. Narrow alleys or driveways without sidewalks or pedestrian buffers are inherently unsafe for pedestrians.

Children particularly are at high risk to be injured or killed in driveways: every week at least 110 children are killed or injured in parking lots or driveways. Washington has had its terrible share of these tragedies. *See attachment re Children Killed in Driveway.* To purposefully downgrade Spokane's safe street standards to allow new classifications of alleys and driveways as single, narrow, often deadend, ingress/ egress access roadways, without sidewalks or pedestrian buffers, is to invite tragedy and well may expose the City to liability under Chapter 4.96 RCW.

Thank you for your thoughtful consideration of this matter. Lives depend upon it.

Anne Marie Liebhaber
Attorney at Law WSBA #22617



AI Overview

Here's information regarding children killed in driveway incidents in Washington State:

- On November 8, 2023, an 18-month-old girl tragically died in Yakima after her father accidentally backed over her with his pickup truck. Police said the father had told the children to move before backing up and felt he hit something, only to discover it was his child. Police believe the incident was not criminal and no charges were filed.
- In June 2024, a 1-year-old boy was struck and killed by his parent's roommate in their Lynnwood driveway. The driver faces a vehicular homicide charge, with authorities suspecting drugs were a factor, according to the Tacoma News Tribune.
- On May 2, 2019, a 7-year-old girl died in South Hill after her stepfather accidentally backed his truck over her in their driveway. The girl had been skateboarding and rode into the path of the truck as her father was backing up, according to KIRO 7 News Seattle.
- In July 2010, a 2-year-old girl was killed in Whatcom County when she was hit by a truck backing out of a driveway in a Nooksack tribal housing development. The driver had told children playing in the driveway to move, but failed to ensure they had done so before backing up.
- In 2011, a 14-month-old boy in Kent died after being struck by a car backing out of a driveway. The boy had apparently escaped his home and wandered onto a neighbor's property.
- A 2-year-old girl in Marysville died in April 2015 after being struck by an SUV her father was backing out of the driveway. Police said it appeared the child ran out of the house and behind the vehicle.

These are examples of some of the tragic incidents involving children and driveways in Washington State. It is important to be vigilant and aware of children's presence around vehicles to prevent such accidents.

From: Anne Marie Liebhaber
To: Plan Commission; Gardner, Spencer; Dennis Flynn
Subject: Liebhaber Attachments to Plan Commission Comment
Date: Wednesday, July 23, 2025 8:32:04 AM
Attachments: Liebhaber Attachments to Plan Commission.pdf

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Attached are scanned documents in support of my Comment submitted yesterday at 8:50 pm.

Thank you for your prompt review of these materials.

Anne Marie Liebhaber

City of Spokane Design Standards

Nov 1, 2020

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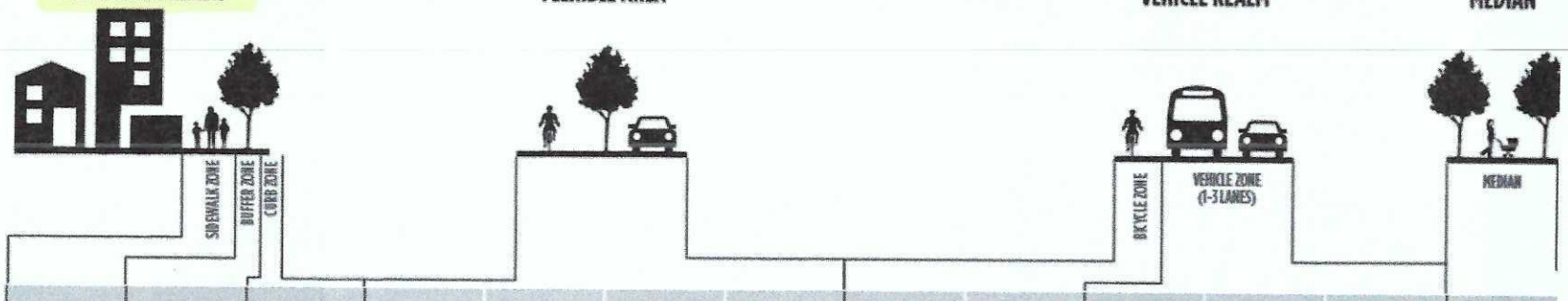
Table 1 **Street Dimensions**



	Sidewalk Zone[B]	Buffer Zone[C,D]	Curb Zone	Opt. Shared Use Path[F]	Stormwater Management[G]	Curb Extensions/ Bus Bulbs[I]	Parking	Bicycle Lane[G]	Bicycle Buffer[J]	Vehicle Zone Outer Lane[K,L]	Vehicle Zone Inner Lane[K]	Vehicle Zone Left Turn or TWLTL	Median[M]
Downtown DTC, DTG, DTU, DTS; Form Based Code CA1, CA2, CA3, CA4 — Center & Corridor CC1, CC2, CC3, CC4													
Urban Principal Arterial	7	5	0.5	12	Varies	7	8	6	1.5-6'	11	11	11	6-20
Urban Minor Arterial	7	5	0.5	12	Varies	7	8	6	1.5-6'	11	11	11	6-20
Urban Major/Minor Collector	7	5	0.5	12	Varies	7	8	6	1.5-6'	11	11	10	6-20
Urban Local Access	7	5	0.5	12	Varies	NA	7	6	NA	10	NA	NA	6-20
Commercial O, OR, NR, NMU, CB, GC													
Urban Principal Arterial	7	5	0.5	12	10	7	8	6	1.5-6'	11	11	11	6-20
Urban Minor Arterial	7	5	0.5	12	10	7	8	6	1.5-6'	11	11	11	6-20
Urban Major/Minor Collector	7	5	0.5	12	10	7	8	6	1.5-6'	11	11	10	6-20
Urban Local Access	7	5	0.5	12	6.5	NA	7	6	NA	10	NA	NA	6-20
Residential RA, RSF, RSF-C, RTF, RMF, RHD													
Urban Principal Arterial	5	6	0.5	12	10	NA	8	6	1.5-6'	11	11	10	6-20
Urban Minor Arterial	5	6	0.5	12	10	NA	8	6	1.5-6'	11	11	10	6-20
Urban Major/Minor Collector	5	6	0.5	12	10	NA	8	6	1.5-6'	11	11	10	6-20
Urban Local Access	5	6	0.5	12	6.5	NA	7	6	NA	10	NA	NA	6-20
Industrial LI, HI, PI													
Urban Principal Arterial	5	6	0.5	12	10	NA	NA	6	3	12	12	12	6-20
Urban Minor Arterial	5	6	0.5	12	10	NA	8	6	3	12	12	12	6-20
Urban Major/Minor Collector	5	6	0.5	12	10	NA	8	6	1.5-6'	12	12	12	6-20
Urban Local Access	5	6	0.5	12	6.5	NA	7	6	NA	11	NA	NA	6-20

A. Table 1 dimensions are target values and minor adjustments are allowed to fit the street context. See discussion in section 3.2.2 for further detail.

B. See SMC 17H.010 for exceptions to residential sidewalk requirements. In locations where existing sidewalks exceed the dimension in Table 1, the sidewalk width should be maintained with redevelopment or street improvement.

C. Per SMC 17C.200.050-1, a tree-planted continuous buffer requires a 5-foot minimum width for commercial zones. For residential and industrial zones, the minimum increases to 6 feet. Alternatively, a narrower buffer may be used in select zones if tree vaults are implemented.

D. Buffers in commercial areas may be planted or concrete. When stormwater disposal is a governing concern, consideration should be given to use pervious surfaces.

E. The flexible area includes a menu of options which are chosen based on what makes most sense according to city plans, environmental responsibilities, and context. In some cases, none of these will fit within the project. Only in very rare cases will more than one fit - for instance, a parking lane plus bio-retention swale.

F. In places designated for shared-use paths, the path can take the place of the sidewalk zone.

G. Consult section 3.5 of this document for guidance on facility type and selection. Possible facilities include bike lanes, buffered bike lanes and parking protected bikes lanes. Physical or grade-separation may be preferred depending on conditions. Bicycle facilities may operate in the Flexible Area or the Vehicle Realm. Bicycle boulevards and shared roadways are possibilities on local access street.

H. Consult the Spokane Regional Stormwater Manual and/or Eastern Washington Low Impact Development Guidance Manual for desired locations for stormwater facilities. The stormwater catchment area must meet the required volume generated by the planned impervious area. In Downtown, Form Based Code or Center & Corridor zoning roadside swales are less common and alternative stormwater facilities in accordance with the above identified manuals may be considered or stormwater piped to another location.

I. On transit corridors, use bus bulbs if space allows to ease boarding, reduce sidewalk congestion, and allow buses to easily re-enter traffic. This should typically b done only if there is a second lane for vehicles to continue around stopped buses.

J. "High Traffic" and "Medium Traffic" lane routes on the Master Bicycle Plan should include buffers. Separation buffer between bike lane and vehicle lane should be implemented via parallel lane edge stripes with a periodic cross-hatch. 3' is the minimum buffer unless a raised curb is used, in which case 1.5' is the minimum. Wider buffers are allowable but should be well marked with hatching or bollards.

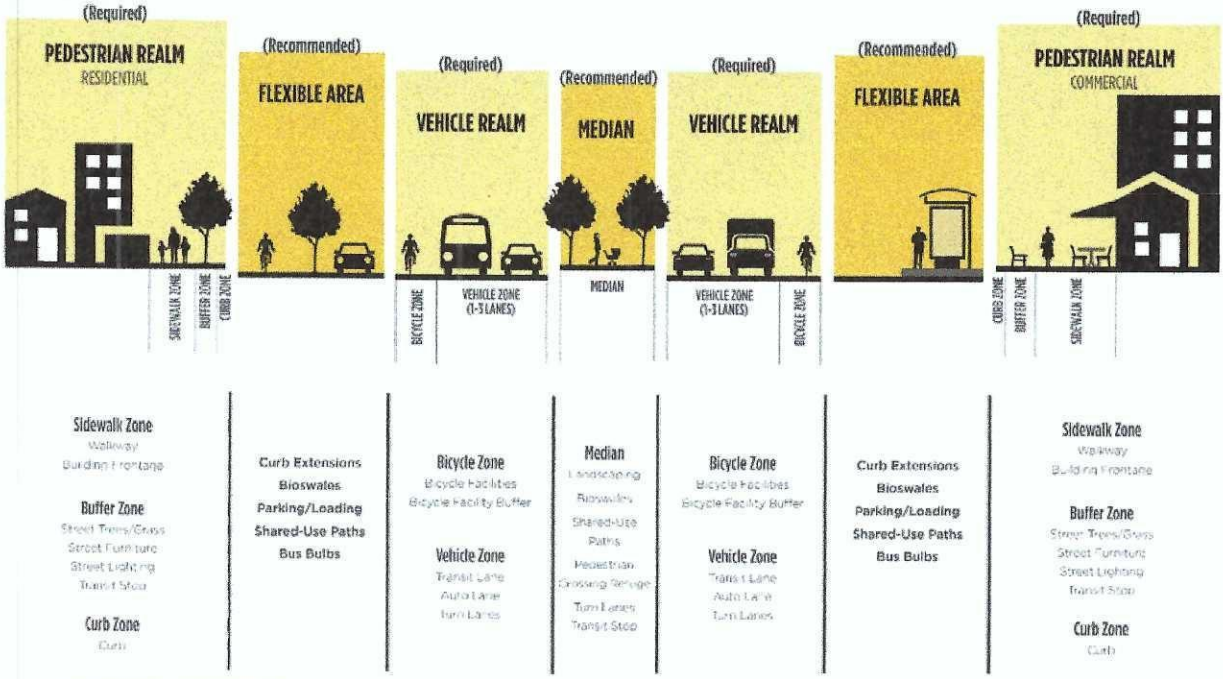
K. When constraints are prohibitive, consider 10-foot lane width as the minimum.

L. Travel lane includes the width of the gutter pan, if integral curb and gutter is used.

M. Medians less than 6 feet wide are considered traffic channelization. A pedestrian refuge is a raised median with a minimum width of 6 feet. Wider medians may l implemented in the context of boulevards.

"required" zone, whereas additional elements such as curb extensions or medians can only be built if enough room exists after placing the required elements.

Figure 2 – Street Realms and Zones



The **Pedestrian Realm** includes the area from the property line or building front to the curb and is made up of three primary zones: the sidewalk zone, the buffer zone, and the curb zone, as defined below.

- **Sidewalk Zone.** The sidewalk zone is the area dedicated to pedestrian travel between the buffer zone and the property line. A minimum of 5 to 8 feet of concrete surfacing must be built as defined in the Land Use Zoning. ADA standards also dictate minimum dimensions to be kept clear of obstacles and protruding objects and provide a direct connection along pedestrian access routes. Vending tables, sidewalk cafes, or other activities that protrude into the through-walking space must conform to SMC Section 17C for minimum through-way requirements for the applicable Land Use Zone. In addition to the pedestrian walkway, the sidewalk zone also includes the building frontage wherein could be located vending tables, sidewalk cafes and various street furnishings.
- **Buffer Zone.** The buffer zone is located between the curb and sidewalk zone. This area can be paved or planted, depending on the street character. It may include street trees, parking meters, planters, rain gardens, bioretention swales (overlapping into flexible area), bus shelters, utility poles and boxes, lamp posts, traffic signs and signals, bike racks, news racks and stands, waste receptacles, street furniture and drinking fountains. In addition to the curb zone, the buffer zone provides a buffer for pedestrians from the adjacent roadway and can accommodate snow storage in the winter. Vegetation in this area will generally be maintained by the adjacent property owner, except in the case that such serves a stormwater management purpose. In that case, the city will often maintain vegetation.
- **Curb Zone.** The curb zone is a continuation of the sidewalk elevation plane, typically lies between the traveled way and the buffer zone, and typically consists of 6-inch-wide

STREETS, ALLEYS, BIKEWAYS, AND SIDEWALKS

3.0 Preface

The City of Spokane's adopted infrastructure standards require the design of integrated systems. For streets, this means not only that the full network of streets will function as a system, but that the other systems the streets intersect (transit, bike, emergency response, stormwater) will be seamlessly integrated.

Each section of the standards begins with a brief definition of the topic followed by the design standard.

The following key points guide this document.

- Street design is an iterative process, that entails flexibility and trade-offs. Within the built environment, particularly, physical space might limit what or how specific elements fit together to deliver a desired contextual experience. Decisions may be pushed by regulation, physical constraints, or public opinion, but ultimately should be guided by planned strategies and/or engineering standards.
- Balance is important. To maximize one component often means less achievement of another (prioritizing vehicle speeds often degrades conditions for people on foot and bike). The proper balance will vary from place to place in the city.
- Successful design will reflect community priorities, as defined through public outreach activities at planning, scoping, and design levels. Often, achieving a design that balances scope delivery, while accomplishing community goals will require compromise.
- The ultimate focus of street design should be how the street feels for users (drivers, pedestrians, shoppers, transit riders, residents, schoolchildren, etc.) on the ground level, and the desires of the city and community for how they want the space to function.

Transportation facility design will generally be based as either: new infrastructure built to facilitate development activities, or modification of pre-existing infrastructure. Development of new infrastructure will be held to the requirements here-in to deliver the most appropriate conditions to provide travel through the various urban conditions. Often the existing built environment does not adhere to today's standards, which have been updated over the years to reflect best practices. Thus, preservation or reconstruction work will often require more balancing of priority, and will necessarily vary from the standards due to limitations of space or inadequate meshing of facilities. New Development, Preservation, and Reconstruction work are defined in section 3.1 Definitions to provide guidance for the conditions wherein variance from the standards may be acceptable.

Spokane Municipal Code

***Note: Many local criminal codes can now be located under Chapter 10.60 SMC while others are now cited under the Revised Code of Washington (RCW), which was incorporated into the municipal code in 2022. (See SMC 10.58.010). Code Enforcement, including Noise Control and Animal Regulations are located in Chapters 10.62 through 10.74.

Title 17H Engineering Standards

Chapter 17H.010 Street Development Standards

Section 17H.010.010 Purpose and Applicability

Streets, alleys and bikeways shall be designed to provide efficient and economical travel ways, including pedestrian and bicycle travel, and create a safe and pleasant environment for the citizens of Spokane. An effective Complete Street design shall consider the location of facilities in relation to land use, pedestrian and bicycle safety, adequate right-of-way width, traffic standards and safety, landscaping, drainage facilities, ease of maintenance, and the ability to provide effective and efficient public services. This section provides general design considerations for individual street elements.

The street development standards as set forth in chapter 17H.010 SMC are applicable to new streets, reconstruction of rural roads into urban streets as urbanization occurs, and other street construction projects that involve major redesign of the street itself. Transportation preservation projects (resurfacing, rehabilitation or reconstruction of the existing street pavement, sidewalks or bridges) are exempt from the requirements of chapter 17H.010 SMC but shall be subject to the provisions of chapter 17H.020 SMC pertaining to pedestrian and biking infrastructure.

Date Passed: Monday, December 19, 2011

Effective Date: Thursday, January 26, 2012

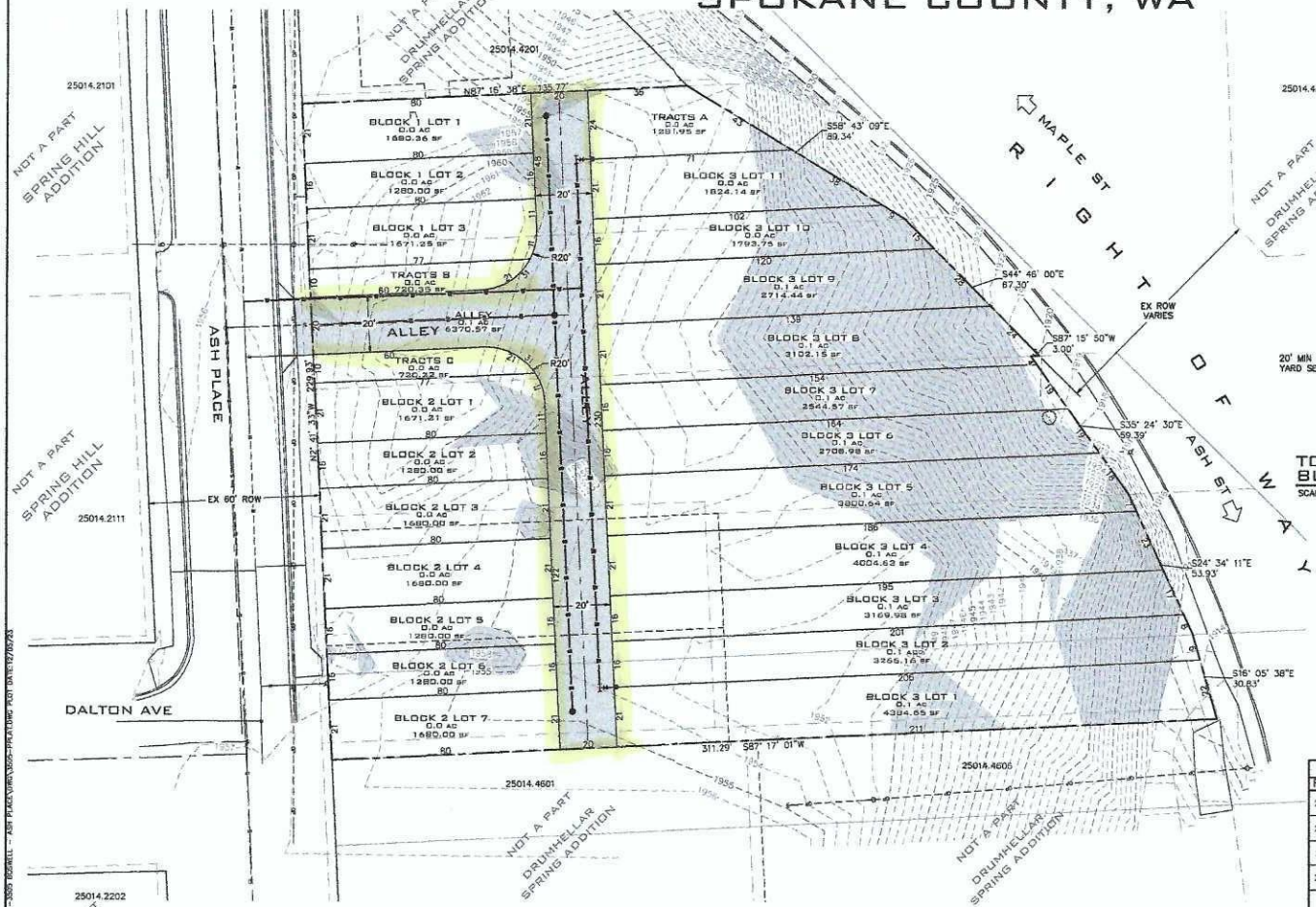
ORD C34821 Section 2

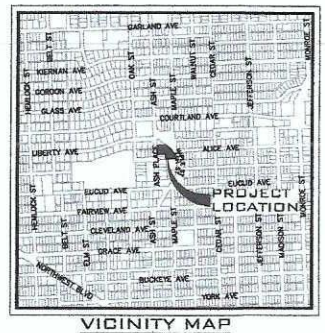
PLAT DENIED. 2025
INITIAL HEARING: MAY 14
ON RECONSIDERATION: JUNE 12

PRELIMINARY PLAT
ASH PLACE
LOCATED IN A PORTION OF THE SE 1/4, SEC 01, T 25 N, R 42 E, W.M. SPOKANE COUNTY, WA

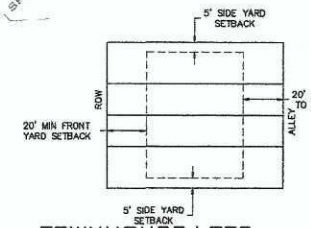
UNDERGROUND SERVICE ALERT ONE-CALL NUMBER 811 CALL TWO BUSINESS DAYS BEFORE YOU DIG

SLOPES TABLE				
NUMBER	MIN. SLOPE	MAX. SLOPE	2d AREA (sf)	COLOR
1	30%	115%	17,000.68	





VICINITY MAP



TOWNHOUSE LOTS BUILDING SETBACK DETAIL
SCALE: NOT TO SCALE

SITE DATA		
PARCEL NUMBER	25014.4207 25014.4701 25014.4702	
ZONING	RSF	
DENSITY (MIN) (MAX)	4	10
ALLOWED DENSITY	5	13
	SF	AC
PROJECT AREA	57,590.01	1.32
NUMBER OF LOTS	21*	
NUMBER OF TRACTS	3	
	SF	AC
AREA OF LOTS	48,496.92	1.11
AREA OF TRACTS	2,722.52	0.06
AREA OF ALLEY ROW	6,370.57	0.15
MIN LOT AREA	1,280.00	0.03
MAX LOT AREA	4,384.65	0.10
IMPERVIOUS AREAS		
	SF	
PAVEMENT	6,370.57	
TOTAL IMPERVIOUS AREA	6,370.57	
SERVICE PROVIDERS		
FIRE DISTRICT	CITY OF SPOKANE	
WATER SERVICE	CITY OF SPOKANE	
SANITARY SEWER SERVICE	CITY OF SPOKANE	

LEGAL DESCRIPTION

PARCEL # 25014.4207
DRUMHELLER SPRING ADDITION LTS 4, 5, 6, 8, 9 & 10 BLK 3 TOGETHER WITH N1/2 VAC DALTON AVE S OF & ADJ TO LT 10 (VAC ORD #C-27577) EXC PTN THEREOF DEEDED FOR ASH ST

PARCEL # 25014.4701
01-25-42: KELLY FINAL CITY SHORT PLAT Z22-233 (AFN 7249860) LOT 1

PARCEL # 25014.4702
01-25-42: KELLY FINAL CITY SHORT PLAT Z22-233 (AFN 7249860) LOT 2

NOTES

1. 30% SLOPES FOUND ON PROPERTY SEE PLAN VIEW
2. NO ERODIBLE SOILS FOUND ON PROPERTY
3. * PROPOSED DENSITY BASED ON SMC 17C.400.010.C.5: NOTWITHSTANDING MAXIMUM DENSITY STANDARDS IN TABLE 17C.110-3, LOTS THAT CONFORM TO THE APPLICABLE DEVELOPMENT STANDARDS OF THIS SECTION (17C.400.010) SHALL BE CONSIDERED TO MEET THE MAXIMUM DENSITY REQUIREMENTS.

ADJACENT PROPERTY DATA		
PARCEL #	OWNER	PLAT DATA
25014.4305	CULVER, JOHNNY 1532 W ALICE AVE, SPOKANE, WA, 99205	DRUMHELLER SPRING ADDITION
25014.4606	WHIPPS, RICHARD L 3203 N MAPLE ST, SPOKANE, WA, 99205	DRUMHELLER SPRING ADDITION
25014.4601	TESKE, THEODORE D & KATHRYN A 3138 N ASH PL, SPOKANE, WA, 99205	DRUMHELLER SPRING ADDITION
25014.2202	SPOKANE, CITY OF 808 W SPOKANE FALLS BLVD, SPOKANE, WA, 99201	SPRING HILL ADDITION
25014.2111	FERRER,RAFAEL/SCHMIDT,MARY LOU 1210 ALKI AVE SW UNIT 501, SEATTLE, WA, 98116	SPRING HILL ADDITION
25014.2101	FERRER ETAL, R G 1210 ALKI AVE SW UNIT 501, SEATTLE, WA, 98116	SPRING HILL ADDITION
25014.4201	SATTERFIELD, SHARON L 3252 N ASH PL, SPOKANE, WA, 99205	DRUMHELLER SPRING ADDITION

ENGINEER/CONTACT
WHIPPLE CONSULTING ENGINEERS
21 SOUTH PINES
SPOKANE VALLEY, WA 99206
PHONE: 893-2617
CONTACT: TODD WHIPPLE, P.E.

SURVEYOR
WHIPPLE CONSULTING ENGINEERS 21
SOUTH PINES
SPOKANE VALLEY, WA 99206
PHONE: 893-2617
CONTACT: BRETT A. GRIFFITH, P.L.S.

OWNER/DEVELOPER
GROVE ROAD LLC
1102 N MONROE ST.
SPOKANE, WA 99201-2116

NAVD - 88
GRAPHIC SCALE 20 0 10 20 40 (IN FEET) 1 inch = 20 ft.

NO.	DATE	BY	REVISIONS

SCALE: HORIZONTAL: 1"=20' VERTICAL: N/A
PROJ #: 23-3505
DATE: 12/05/23
DRAWN: SLG
REVIEWED: TRW
CIVIL
STRUCTURAL
SURVEYING
TRAFFIC
X PLANNING
LANDSCAPE
OTHER

WCE
WHIPPLE CONSULTING ENGINEERS
21 S. PINES ROAD
SPOKANE VALLEY, WA 99206
PH: 509-893-2617 FAX: 509-456-0227

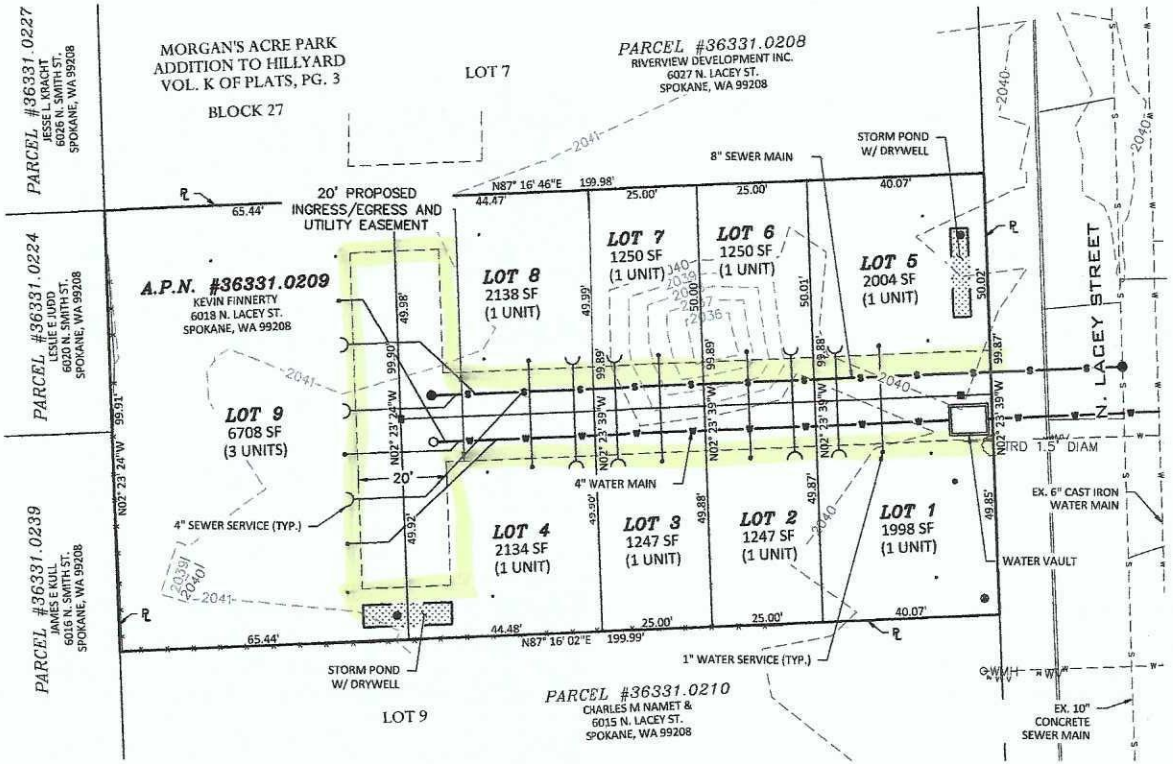
ASH PLACE
PRELIMINARY PLAT
3242 N ASH PL
SPOKANE, WA

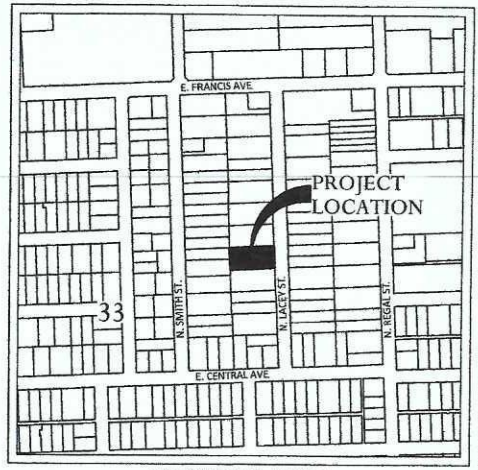
SHEET PP1
JOB NUMBER 23-3505

APPROVED BY S. GARDNER JAN 10, 2025

- NO SIDEWALKS
- NO FIRE APPARATUS HAMMERHEAD

PRELIMINARY SHORT PLAT OF
LACEY TOWNHOMES
A REPLAT OF MORGAN'S ACRE PARK ADDITION TO HILLYARD, LOT 8, BLOCK 27 (SHP-2024-XXXX)
LOCATED IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4, SECTION 33, TOWNSHIP 26 N., RANGE 43 E., WILLAMETTE MERIDIAN
CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON





VICINITY MAP
SCALE: 1"=400'

N
W E
S

SITE DATA TABLE		
PARCEL NUMBER	36331.0209	
PROJECT ZONE	R1	
MAX ZONING DENSITY (du/ac)	NO MAX PER SMC 17C.111.210(C)(2)	
	SF	AC
PROJECT AREA	19,977	0.46
RESIDENTIAL LOT AREA	19,977.00	0.46
TRACT AREA	0.00	0.00
RIGHT OF WAY AREA	0	0.00
MIN. LOT AREA	1,246.93	0.03
MAX. LOT AREA	6,708.35	0.15
NUMBER OF LOTS	9	
NUMBER OF TRACTS	0	
OCCUPANCY	SINGLE FAMILY	
IMPERVIOUS AREA	0	0.00
NET DENSITY	25 UNITS/AC	
WATER SERVICE PROVIDER	CITY OF SPOKANE	
SEWER SERVICE PROVIDER	CITY OF SPOKANE	
FIRE DISTRICT	CITY OF SPOKANE	
NO CRITICAL AREAS FOUND ON SITE		

OWNER
KEVIN FINNERTY
8316 E. COURTLAND AVE.
SPOKANE, WA 99212

ENGINEER
WHIPPLE CONSULTING ENGINEERS
21 SOUTH PINES
SPOKANE VALLEY, WA 99206
PHONE: 509-893-2617
CONTACT: TODD WHIPPLE, P.E.

SURVEYOR
WHIPPLE CONSULTING ENGINEERS
21 SOUTH PINES
SPOKANE VALLEY, WA 99206
PHONE: 509-893-2617
CONTACT: BRETT GRIFFITH, P.L.S.

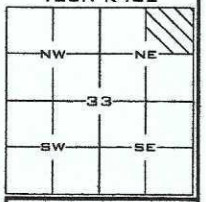
LEGAL DESCRIPTION
PERTAINING TO A.P.N. 36331.0209

LOT 8, BLOCK 27 OF MORGAN'S ACRE PARK ADDITION TO HILLYARD AS RECORDED IN VOLUME K OF PLATS PAGE 3, RECORDS OF SPOKANE COUNTY, WA.

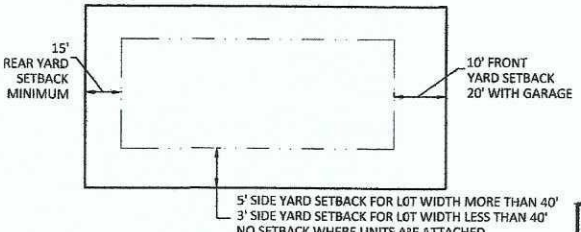
SITUATE IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON.

SOURCE: SPOKANE COUNTY SCOUT

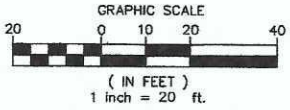
T26N R43E



SITE PLAN
SCALE: 1"=20'



TYPICAL LOT SETBACK DETAIL
NOT TO SCALE



NAVD - 88
PROJECT DATUM: DERIVED FROM OPUS POST-PROCESSED STATIC SOLUTION

PROJ #:	24-3816
DATE:	08/21/24
DRAWN:	MAS
REVIEWED:	HAB

	CIVIL
	STRUCTURAL
X	SURVEYING
	TRAFFIC
	PLANNING
	LANDSCAPE
	OTHER

WCE
WHIPPLE CONSULTING ENGINEERS
21 S. PINES ROAD
SPOKANE VALLEY, WA 99206
PH: 509-893-2617 FAX: 509-926-0227

PRELIMINARY SHORT PLAT
SHP-2024-XXXX
6019 N. LACEY STREET
SPOKANE, WASHINGTON

SHEET 1 OF 1

JOB NUMBER 24-3816

From: Plan Commission
To: Gardner, Spencer
Subject: FW: The safety of families living at Drumheller Springs Conservation Park
Date: Thursday, July 24, 2025 1:45:02 PM
Attachments: Screenshot 2025-07-24 at 11.11.17 AM.png
image001.jpg
image002.png
image003.png
image004.png

Passing this along.

Thank you,

Angie McCall, M.A., M.A. | *she/her* | Office Clerk Specialist | Planning & Economic Development
509.625.6864 | my.spokanecity.org

From: Michael Smith <michaelsmithspok@aol.com>
Sent: Thursday, July 24, 2025 11:36 AM
To: Plan Commission <eraplanc@spokanecity.org>
Cc: Dennis Flynn <dpflynn@hotmail.com>; Michael Smith <michaelsmithspok@aol.com>
Subject: The safety of families living at Drumheller Springs Conservation Park

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Spokane Planning Commission -

On July 9, 2025 at approximately 1:30am a fire broke out at the South East corner of Drumheller Springs Conservation Park, directly below the N Ash Pl and W Euclid Ave intersection. N Ash Pl becomes W Euclid Ave at this intersection and is a dead end street. Eight SFD vehicles, including two ladder units, responded and staged at the N Ash Pl and W Euclid Ave intersection because the source of the fire was directly below the house located at 1627 W Euclid Ave. Additional SFD vehicles staged at the N Ash and W Dalton intersection at the fire's source.

Drumheller Springs Conservation Park is kept in a 100% natural state and not watered. It is extremely dry July-November, until the snow covers the dry grasses. Luckily there was no wind that night and the SFD was able to quickly extinguish the fire. Under less favorable circumstances the fire could have rapidly spread up the hill to the homes West and North of the fire source. If the fire had spread,

evacuating the ten homes West of the N Ash Pl and W Euclid Ave intersection, several with elderly and children residents, would have been seriously hindered by the eight SFD vehicles.

If the proposed Ash Place Townhouses are built at the beginning of this dead end street, and a fire begins at that point, the evacuation of families in the fifteen homes South of the proposed development would be severely hindered by both responding SFD vehicles and the on street parked vehicles of the proposed Ash Place Townhouse development residents.

I encourage the members of the Planning Commission to personally visit Drumheller Springs Conservation Park and see for themselves the potential for a deadly fire situation and the lack of a safe evacuation route. This is a serious liability issue that the Planning Commission must consider before approving the proposed Ash Place Townhouse development.

Thank you for your consideration -

Michael Smith
3120 N Ash Pl
509 919 0107

Agenda Sheet for City Council: **Committee:** Finance & Administration **Date:** 07/28/2025 **Committee Agenda type:** Discussion		**Date Rec'd**	7/23/2025
		Clerk's File #	ORD C36745
		Cross Ref #	
Council Meeting Date: 08/18/2025		**Project #**	
Submitting Dept	PLANNING & ECONOMIC	**Bid #**	
Contact Name/Phone	SPENCER 509-625-6097	**Requisition #**	N/A
Contact E-Mail	SGARDNER@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	PDILLON JBINGLE MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	0650 ADDRESSING CODE REVISIONS		

Agenda Wording

Amending the addressing code to better accommodate infill development

Summary (Background)

The proposal addresses two issues that have been identified recently as barriers to infill development: 1- In limited situations, there are not enough addresses available on a block to accommodate a proposed new development. 2- In locations with significant hills or other natural obstacles, it is sometimes necessary to provide addresses in ways that aren't currently addressed in the code, such as naming alleys or private driveways The changes can be summarized as follows: - Clarify that definitions used for addressing code should not be applied elsewhere The proposal addresses two issues that have been identified recently as barriers to infill development: 1- In limited situations, there are not enough addresses available on a block to accommodate a proposed new development. 2- In locations with significant hills or other natural obstacles, it is sometimes necessary to provide addresses in ways that aren't currently addressed in the code, such as naming alleys or private driveways The changes can be summarized as follows: - Clarify that definitions used for addressing code should not be applied elsewhere - Ensure that infill development can use alternative forms of addressing when there aren't sufficient number slots - Provide flexibility for the Addressing Administrator to name traveled ways as necessary where access is challenging due to topography, infill context, etc. - Remove requirement for minor deviations from addressing requirements to be approved by City Council.

What impacts would the proposal have on historically excluded communities?

This proposal would make it easier to build infill housing, which will provide needed housing in all Spokane neighborhoods, including communities that have historically been excluded.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

Data is not available for these categories related to land use decisions

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Data is tracked via the monthly permit report. This is used to review trends and determine what's working and what isn't.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

- The proposal furthers many goals and policies of the Comprehensive Plan for housing variety and housing abundance in all neighborhoods, especially LU 1.3 and LU 3.1. - The proposal is consistent with or supports the goals and policies in many neighborhood plans that call for livability and diversity of housing types at different affordability levels. Upon review, the proposal does not directly conflict with the remaining neighborhood planning documents. - The proposal is consistent with the Housing Action Plan adopted in July 2021. Strategies A1, A4, and C1, in particular, informed the development of this proposal.

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	N/A

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		**Additional Approvals**	
Dept Head	GARDNER, SPENCER	**PURCHASING**	NECHANICKY, JASON
Division Director	MACDONALD, STEVEN		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	smacdonald@spokanecity.org
sgardner@spokanecity.org	eking@spokanecity.org

ORDINANCE NO C36745

An ordinance related to roadway naming and addressing standards, amending Spokane Municipal Code sections 17D.050A.040, .050, .100, and .160.

WHEREAS, the maintenance of the Unified Development Code (UDC) and in general the Spokane Municipal Code (SMC) has been a periodic, recurring project of the Planning and Economic Development Department to improve clarity and consistency with local policy and State and Federal laws; and

WHEREAS, as part of its regular review and assessment of the Unified Development Code, the Planning and Economic Development Department has identified multiple sections of the SMC requiring corrections, clarification, and adjustments to enable more flexibility in response to development applications; and,

WHEREAS, the City of Spokane Comprehensive Plan Chapter 3 Land Use, Policy 7.2 Continuing Review Process calls out a process to periodically review and correct the SMC; and,

WHEREAS, as outlined in the Plan Commission Findings of Fact, Conclusions, and Recommendations (Exhibit A), interested agencies and the public have had opportunities to participate throughout the process and all persons wishing to comment on the amendment were given an opportunity to be heard; and

WHEREAS, on March 24, 2025, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before the adoption of proposed changes to the Unified Development Code according to RCW 36.70A.106; and,

WHEREAS, the proposed text amendments were drafted and reviewed consistent with the requirements of RCW 36.70A.370 to assure protection of private property rights; and,

WHEREAS, the proposed amendment relates to administrative procedures and is categorically exempt from SEPA, pursuant to WAC 197-11-800; and

WHEREAS, before the Plan Commission public hearing a legal notice was published in the Spokesman-Review on July 9 and July 16, 2025; and,

WHEREAS, on July 23, 2025, the Plan Commission held a public hearing on the proposed amendments, during which public testimony was heard and deliberations were held; and,

WHEREAS, on July 23, 2025, the Plan Commission voted to recommend the City Council adopt the proposed amendments (Exhibit A); and,

WHEREAS, the proposed actions are consistent with and supported by the Spokane Comprehensive Plan as outlined in the Plan Commission Findings of Fact, Conclusions, and Recommendations (Exhibit A); -- Now, Therefore,

The City of Spokane does ordain:

Section 1. Findings of Fact: The City Council adopts the recitals set forth herein as its findings and conclusions in support of the adoption of this ordinance and further adopts the findings, conclusions, and recommendations from the Plan Commission Findings of Fact, Conclusions, and Recommendations (Exhibit A) for the same purposes.

Section 2. That Section 17D.050A.040 is amended to read as follows:

((~~A. "Address" means a property location identification with the following format, and typically in the following order: address number, directional prefix, roadway name, roadway type, building designator, and unit designator (e.g., "123 W. Main St., Apt. 456"). The following elements are required: address number, roadway name, and roadway type. The following elements may be optional: directional prefix, building designator, and unit designator.~~

~~B. "Addressing Authority" means the Development Services Center.~~

~~C. "Address Number" means the numeric designation for an addressable structure or unit.~~

~~D. "Addressable" means a property required to be assigned an address under this chapter.~~

~~E. "Addressable Property, Addressable Structures, Addressable Sites or Addressable Units" means, generally, the habitable or legally occupied structure, or a lot, parcel, or tract, but may also include other structures or sites as determined necessary by the relevant addressing authority.~~

~~F. "Addressing Database" means the computerized format for tracking assigned roadway names and addresses within the City of Spokane.~~

~~G. "Addressing Grid System" is the address number and directional system in a particular area such as a grid system, block system, plat, or subdivision.~~

~~H. "Administrator" means the Development Services Center Manager.~~

~~I. "Building Designator" means a single character alphabetic descriptor for a single building within a multiple unit complex (e.g., "123 W. Main St., Bldg. A").~~

~~J. "Department" means the Development Services Center.~~

~~K. "Directional Prefix" means a single or double character alphabetic descriptor within a roadway name consisting of any combination of the cardinal directions of North, South, East, and West, generally used in specific roadway naming schemes (i.e., N, S, E, W, NE, NW, SE, SW).~~

~~L. "E911 Director" means the manager of the local 911 service.~~

~~M. "Non-conforming Address or Roadway Name" means an address or roadway name that is not in compliance with this chapter.~~

~~N. "Multiple Units" means the presence of two or more addressable structures, addressable sites, or addressable units on a single Spokane County tax parcel or group of undivided interest parcels.~~

~~O. "Multiple Unit Complex" means an apartment, condominium, or business complex where there exist multiple buildings on a single site, and two or more buildings include multiple units.~~

P. "Multiple Unit Structure" means a single structure which contains two or more units.

Q. "Non-conforming Roadway Name Sign" means a roadway name sign that is not in compliance with this chapter.

R. "Regional Public Safety Spatial Database" means the spatial format for tracking all assigned roadway names and addresses within Spokane County. This system is maintained by the Regional Public Safety Geographic Information Systems (RPSGIS) Committee for use in countywide public safety-related applications.

S. "Roadway" means a public or private way on which vehicles travel, encompassing all roadway types.

T. "Roadway Name" means the word or words either existing, or in the case of new or renamed roadways, which are approved by the Development Services Center, used in conjunction with a directional prefix, and/or a roadway type to identify a public or private roadway.

U. "Roadway Type" means an abbreviated word used in conjunction with a roadway name to describe the character of the roadway and will be in accordance with USPS Publication No. 28 Appendix C1. The following are allowable roadway types:

1. Alley (Aly): a narrow service roadway that serves rear lots and where platted width is less than twenty feet.
2. Avenue (Ave): a through local, collector or arterial roadway generally running east-west.
3. Boulevard (Blvd): a roadway with exceptional width, length and scenic value, typically with a landscaped median dividing the roadway; or an arterial or major collector roadway that lies diagonally to the east-west, north-south grid system.
4. Circle (Cir): a local or collector roadway having ingress and egress from the same roadway. See also "Loop".
5. Court (Ct): a dead end or cul-de-sac that will not become an extension or a continuation of either an existing or future roadway, not longer than six hundred feet in length.
6. Drive (Dr): a lengthy collector or arterial that does not have a definite directional course.
7. Highway (Hwy): used to designate state or federal roadways only.
8. Lane (Ln): a roadway used as a private local access within a development.
9. Loop (Loop): a local or collector roadway having ingress and egress from the same roadway. See also "Circle".
10. Parkway (Pkwy): a thoroughfare designated as a collector or arterial, with a median reflecting the park-like character implied in the name.
11. Place (Pl): a permanently dead-end roadway, terminating in a cul-de-sac, or short through roadway, not longer than six hundred fifty feet in length.
12. Road (Rd): typically reserved for roadways located outside the boundary of a city or town, and may be found within city/town limits due to past annexations or when a new roadway is in alignment with or within one hundred twenty five feet of an existing county road.

13. Street (St): a through local, collector or arterial roadway generally running north-south.
14. Way (Way): a curvilinear roadway.

V. "Unit" means a specific dwelling or commercial space amongst a larger group of dwellings or commercial spaces (e.g., apartment, suites, etc.).

W. "Unit Designator" means a secondary address number that is used to identify a separate unit on a single lot, parcel, tract of land, or within a multiple unit complex. A unit designator at a minimum shall consist of a unit type and a numeric identifier (e.g., 10126 W. Rutter Pkwy., Apt. 2). See also: "Multiple Units", "Multiple Unit Complex", "Multiple Unit Structure")

X. "Unit Type" means an abbreviated word used in conjunction with a unit designator to describe the character of the unit and will be in accordance with USPS Publication No. 28 Appendix C2. The following are allowable unit types:

1. "Apt" for Apartment,
2. "Bsmt" for Basement,
3. "Bldg" for Building,
4. "Dept" for Department,
5. "Dorm" for Dormitory,
6. "Fl" for Floor,
7. "Frnt" for Front,
8. "Hngr" for Hanger,
9. "Lbby" for Lobby,
10. "Lot" for Lot,
11. "Lowr" for Lower Level,
12. "Ofc" for Office,
13. "Pier" for Pier,
14. "Rear" for Rear,
15. "Rm" for Room,
16. "Slip" for Slip,
17. "Spc" for Space,
18. "Stop" for Stop,
19. "Ste" for Suite,
20. "Trlr" for Trailer,
21. "Unit" for Unit,
22. "Uppr" for Upper Level.

Y. "Utility Site" means a parcel containing any type of utility service, located on a legal parcel of land with no association to a building and, requiring periodic maintenance or readings by utility company personnel.))

A. Limited Application.

Definitions provided here are given solely for purposes of administering this chapter. The Administrator may refer to definitions provided in SMC 17A.020 in the absence of a specific definition within this chapter, or for further clarity.

B. Definitions.

1. "Address" means a property location identification with the following format, and typically in the following order: address number, directional prefix, roadway name, roadway type, building designator, and unit designator (e.g., "123 W. Main St., Apt. 456"). The following elements are required: address number, roadway name, and roadway type. The following elements may be optional: directional prefix, building designator, and unit designator.
2. "Addressing Authority" means the Development Services Center.
3. "Address Number" means the numeric designation for an addressable structure or unit.
4. "Addressable" means a property required to be assigned an address under this chapter.
5. "Addressable Property, Addressable Structures, Addressable Sites or Addressable Units" means, generally, the habitable or legally occupied structure, or a lot, parcel, or tract, but may also include other structures or sites as determined necessary by the relevant addressing authority.
6. "Addressing Database" means the computerized format for tracking assigned roadway names and addresses within the City of Spokane.
7. "Addressing Grid System" is the address number and directional system in a particular area such as a grid system, block system, plat, or subdivision.
8. "Administrator" means the Development Services Center Manager.
9. "Building Designator" means a single character alphabetic descriptor for a single building within a multiple unit complex (e.g., "123 W. Main St., Bldg. A").
10. "Department" means the Development Services Center.
11. "Directional Prefix" means a single or double character alphabetic descriptor within a roadway name consisting of any combination of the cardinal directions of North, South, East, and West, generally used in specific roadway naming schemes (i.e., N, S, E, W, NE, NW, SE, SW).
12. "E911 Director" means the manager of the local 911 service.
13. "Non-conforming Address or Roadway Name" means an address or roadway name that is not in compliance with this chapter.
14. "Multiple Units" means the presence of two or more addressable structures, addressable sites, or addressable units on a single Spokane County tax parcel or group of undivided interest parcels.
15. "Multiple Unit Complex" means an apartment, condominium, or business complex where there exist multiple buildings on a single site, and two or more buildings include multiple units.

16. “Multiple Unit Structure” means a single structure which contains two or more units.
17. “Non-conforming Roadway Name Sign” means a roadway name sign that is not in compliance with this chapter.
18. “Regional Public Safety Spatial Database” means the spatial format for tracking all assigned roadway names and addresses within Spokane County. This system is maintained by the Regional Public Safety Geographic Information Systems (RPSGIS) Committee for use in countywide public safety-related applications.
19. “Roadway” means a public or private way on which vehicles travel, encompassing all roadway types.
20. “Roadway Name” means the word or words either existing, or in the case of new or renamed roadways, which are approved by the Development Services Center, used in conjunction with a directional prefix, and/or a roadway type to identify a public or private roadway.
21. “Roadway Type” means an abbreviated word used in conjunction with a roadway name to describe the character of the roadway and will be in accordance with USPS Publication No. 28 Appendix C1. The following are allowable roadway types:

    a. Alley (Aly): a narrow service roadway that serves rear lots and where platted width is less than twenty feet.
    b. Avenue (Ave): a through local, collector or arterial roadway generally running east-west.
    c. Boulevard (Blvd): a roadway with exceptional width, length and scenic value, typically with a landscaped median dividing the roadway; or an arterial or major collector roadway that lies diagonally to the east-west, north-south grid system.
    d. Circle (Cir): a local or collector roadway having ingress and egress from the same roadway. See also “Loop”.
    e. Court (Ct): a dead end or cul-de-sac that will not become an extension or a continuation of either an existing or future roadway, not longer than six hundred feet in length.
    f. Drive (Dr): a lengthy collector or arterial that does not have a definite directional course.
    g. Highway (Hwy): used to designate state or federal roadways only.
    h. Lane (Ln): a roadway used as a private local access within a development.
    i. Loop (Loop): a local or collector roadway having ingress and egress from the same roadway. See also “Circle”.
    j. Parkway (Pkwy): a thoroughfare designated as a collector or arterial, with a median reflecting the park-like character implied in the name.

k. Place (Pl): a permanently dead-end roadway, terminating in a cul-de-sac, or short through roadway, not longer than six hundred fifty feet in length.

l. Road (Rd): typically reserved for roadways located outside the boundary of a city or town, and may be found within city/town limits due to past annexations or when a new roadway is in alignment with or within one hundred twenty five feet of an existing county road.

m. Street (St): a through local, collector or arterial roadway generally running north-south.

n. Way (Way): a curvilinear roadway.

22. "Unit" means a specific dwelling or commercial space amongst a larger group of dwellings or commercial spaces (e.g., apartment, suites, etc.).

23. "Unit Designator" means a secondary address number that is used to identify a separate unit on a single lot, parcel, tract of land, or within a multiple unit complex. A unit designator at a minimum shall consist of a unit type and a numeric identifier (e.g., 10126 W. Rutter Pkwy., Apt. 2). See also: "Multiple Units", "Multiple Unit Complex", "Multiple Unit Structure")

24. "Unit Type" means an abbreviated word used in conjunction with a unit designator to describe the character of the unit and will be in accordance with USPS Publication No. 28 Appendix C2. The following are allowable unit types:

a. "Apt" for Apartment,
b. "Bsmt" for Basement,
c. "Bldg" for Building,
d. "Dept" for Department,
e. "Dorm" for Dormitory,
f. "Fl" for Floor,
g. "Frnt" for Front,
h. "Hngr" for Hanger,
i. "Lbby" for Lobby,
j. "Lot" for Lot,
k. "Lowr" for Lower Level,
l. "Ofc" for Office,
m. "Pier" for Pier,
n. "Rear" for Rear,
o. "Rm" for Room,
p. "Slip" for Slip,
q. "Spc" for Space,
r. "Stop" for Stop,
s. "Ste" for Suite,
t. "Trlr" for Trailer,

u. “Unit” for Unit,
v. “Uppr” for Upper Level.

25. “Utility Site” means a parcel containing any type of utility service, located on a legal parcel of land with no association to a building and, requiring periodic maintenance or readings by utility company personnel.

Section 3. That Section 17D.050A.050 is amended to read as follows:

A. New or unnamed existing roadways providing access to four (4) or more addressable parcels, structures, or units shall be named.

B. Existing roadways for which renaming has been authorized by the City to promote the purpose of this chapter shall be renamed as provided for in the City Charter and the Spokane Municipal Code.

C. Preapproved road names shall be identified on plat documents at the time of Final Plat submittal.

((~~D. Only traveled ways that qualify as roadways may be named; except that alleys in the downtown zones may be named.~~))

((~~E~~))D. All roadways shall be named regardless of whether the ownership is public or private. Without limitation, this includes all roadways that are created within plats, short plats, binding site plans, PUDs and manufactured/mobile home parks.

((~~F~~))E. Driveways, alleys, access to parking areas and other traveled surfaces that are not considered roadways may ((~~not~~)) be named((~~, but may have directions identified with the following method:~~)) at the discretion of the Administrator.

((~~1. Arrow signs indicating building or address ranges within an apartment complex or campus may be placed at the entrances and along the non-roadway traveled ways to locate the buildings.~~))

Section 4. That Section 17D.050A.100 is amended to read as follows:

A. Each property owner who has addressable property and has not been assigned an address has a responsibility to apply to the Addressing Authority for a physical address.

B. Application for each address assignment prior to the issuance of a building permit shall include, at a minimum: a site map showing any proposed or existing structures, driveways, and road approach locations and shall be accompanied by an application, as determined by the Addressing Authority.

C. The numbering of addressable properties or structures along each roadway shall begin at the appropriate grid point of origin and continue in sequence. No address shall be out of sequence in relation to the adjacent addresses.

D. Each block along a roadway may have up to one hundred address numbers. The hundred series shall change upon crossing a roadway intersection or in best possible alignment with the established address grid if applicable, with the exception of intersecting driveways and/or alleys. The hundred series along a public roadway shall not change upon crossing a private roadway, unless deemed necessary by the Addressing Authority. Private roadways wholly contained within plats shall be assigned hundred series as if they were public roadways.

E. Addresses along a roadway shall have even numbers on one side of the roadway and odd numbers on the other side as defined in the addressing grid.

F. Individual address numbers shall be assigned to fit within the block range of the roadway segment to which the address is assigned (e.g. a new address that is assigned to the 200 block of Main St., must be assigned a number between 200 and 299). Individual addresses should be assigned to be consistent with adjacent blocks of the same N-S or E-W orientation.

((~~G. Properties only accessible via a shared driveway shall be assigned an address based on the point of origin of the driveway from the connecting roadway and shall be sequential, with the following exceptions:~~))

G. Addressable property or structures shall be assigned an address based upon the named travel way from which vehicular access to the property or structure is obtained, with the following exceptions:

1. Commercial and Public Facility structures may be assigned an address based upon the roadway the main entrance faces and not necessarily the access roadway.

2. Residential structures on corner lots, or with vehicular access via an alley or driveway, may be assigned an address based upon the roadway the main entrance faces and not necessarily the ((~~access roadway~~)) travel way providing vehicular access.

H. Fractional addresses shall not be used (e.g., “100 ½ W. Main St.”).

((~~I. Address numbers shall not contain any non-numeric characters (e.g., “118a” or “118b”), unless approved by the Administrator.~~))

I. Addressing on Shared Driveways and Other Non-Roadways.

1. A road name may be assigned to shared driveways, alleys, access ways to parking areas, and other traveled surfaces that are not considered roadways at the discretion of the Administrator.

2. The requirements in SMC 17D.050A.120 Multiple Units may be used. The administrator may require arrow signs indicating building or address ranges within a grouping of buildings to be placed at entrances and along non-roadway traveled ways to aid in locating buildings.

J. New Addresses in Residential Infill Development.

Infill development in densely-built locations with pre-existing addressing may involve situations where there aren't enough open numbers within the existing address range on a street. In such cases, the following options shall be considered:

1. A letter may be appended to the address number (e.g., "118A" or "118B").

2. The standards for multiple units in SMC 17D.050A.120 may be used to provide addresses.

3. If no other feasible option is available , addressing for nearby parcels on the block face may be modified.

4. The Administrator shall determine which method to employ, with an emphasis on consistency and predictability for emergency service providers and other agencies.

Section 5. That Section 17D.050A.160 is amended to read as follows:

The Administrator may grant minor deviations from literal compliance with the requirements of this chapter((~~, with the approval of the Spokane City Council~~)). Such deviations are intended to provide relief from literal compliance with specific provisions of this chapter in instances where there is an obvious practical problem with doing so, while still adequately addressing the property for location by emergency service providers and to promote the other purposes of this chapter.

Section 6. Severability: If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 7. Clerical Errors: Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

Passed by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

_____
Mayor

_____
Date

_____
Effective Date

EXHIBIT A

CITY OF SPOKANE PLAN COMMISSION
FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS
REGARDING ROADWAY NAMING AND ADDRESSING

A recommendation of the City of Spokane Plan Commission to the City Council related to roadway naming and addressing; and amending SMC sections 17D.050A.040, .050, .100, and .160.

FINDINGS OF FACT:

A. The City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act (GMA) as set forth in RCW 36.70A.

B. Four written public comments were received and provided to the Plan Commission in advance of the hearing.

C. The proposal is categorically exempt from State Environmental Protection Act (SEPA) review, pursuant to Washington Administrative Code 197-11-800.

D. A legal notice of public hearing was published in the *Spokesman-Review* on July 9 and July 16.

CONCLUSIONS:

Based upon the staff presentations, briefing materials, associated studies, and agency and public comment, the Spokane Plan Commission makes the following conclusions with respect to the proposal:

1. The Plan Commission finds that the proposed amendments bear a substantial relation to the public health, safety, welfare, and protection of the environment pursuant to the requirements outlined in 17G025.010(J).
2. Interested agencies and the public have had opportunities to participate throughout the process and persons desiring to comment were given an opportunity to comment.
3. The Plan Commission finds that the proposed amendments are consistent with the applicable provisions of the Comprehensive Plan, particularly the following adopted goals and policies:
    a. LU 3.6 Compact Residential Patterns
    b. LU 3.1 Coordinated and Efficient Land Use
    c. LU 4.1 Land Use and Transportation

RECOMMENDATION:

In the matter of the proposal to amend Chapter 17D.050A of the City of Spokane, as based on the above listed findings and conclusions, by vote of 7-0, the Spokane Plan Commission takes the following actions:

1. Recommends to the Spokane City Council the **APPROVAL WITH MODIFICATION** of the proposal.
    a. Strike 17D.050A.100(I) from the code; and
    b. Insert a new subsection 1 in 17D.050A.100(K) to read:
    "A letter may be appended to the address number (e.g., "118A" or "118B")."
    c. Modify 17D.050A.100(K)(2) to read:
    "<u>If no other feasible option is available,</u> addressing for nearby parcels on the block face may be modified."
2. Authorizes the President to prepare and sign on the Commission's behalf a written decision setting forth the Plan Commission's findings, conclusions, and recommendations on the proposed amendments.

_____

Jesse Bank, President

Spokane Plan Commission

7/24/25

PC Findings and Conclusions - Addressing

Final Audit Report 2025-07-24

Created:	2025-07-24
By:	Angela McCall (amccall@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5UqdjvXlgsac-uQVwe05FsCeRLGEK4X5

"PC Findings and Conclusions - Addressing" History

Document created by Angela McCall (amccall@spokanecity.org)
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Document e-signed by Jesse Bank (jesse.bank@northeastpda.com)
Signature Date: 2025-07-24 - 10:08:27 PM GMT - Time Source: server

Agreement completed.
2025-07-24 - 10:08:27 PM GMT

PUBLIC COMMENTS

ORD C36745

From:	Plan Commission
To:	Gardner, Spencer
Cc:	McCall, Angie
Subject:	FW: Addressing: letters
Date:	Wednesday, July 23, 2025 5:45:56 PM
Attachments:	image001.jpg image002.png image003.png image004.png

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This was received this evening during the Plan Commission Hearing.

Thank you,

Angie McCall, M.A., M.A. | *she/her* | Office Clerk Specialist | Planning & Economic Development
509.625.6864 | my.spokanecity.org

From: Dennis Flynn <dpflynn@hotmail.com>
Sent: Wednesday, July 23, 2025 4:50 PM
To: Plan Commission <eraplanc@spokanecity.org>
Subject: Addressing: letters

[CAUTION - EXTERNAL EMAIL - Verify Sender]

When I asked for a point of order regarding you adding using letters to the Agenda, I was simply going to add you may want to provide consistency to emergency responders, like so…

When using a common street address and letters to differentiate multiple parcels:

- Parcels on the North and West shall use the letters A through M
- Parcels on the South or East shall use the letters N through Z

This standard will help emergency responders more quickly locate the parcel.

Dennis Flynn
2108 W Euclid Ave

Get Outlook for Android

From:	Jim Frank
To:	Gardner, Spencer
Cc:	MacDonald, Steven; Murphy, Maren; Chauncey Jones; Eric Lyons
Subject:	Plan Commission Workshop of Racially Disparate Housing Policy
Date:	Tuesday, July 22, 2025 3:22:48 PM
Attachments:	Comments on Racial and Economic Inequality in Housing.pdf Comments on City LCA.docx Residential Construction Costs by Unit Type.key

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[CAUTION - EXTERNAL EMAIL - Verify Sender]

Spencer….Please accept this as written comment for the Plan Commission workshop. My fear is that this entire subject will not be addressed as the very serious systemic problem that it is. The recent stormwater regulation changes are the latest example and just the tip of the iceberg.

I also intend on commenting on the addressing code standards for middle housing. I don't believe these code changes will work and it is a big mistake to not allow sub-addressing using letters (for example 102 A and 102 B Main Street). The standards for multiple units SMC 17D.050A.120 were designed for MF units and do not work well for SF attached or detached units on individual lots. The addressing problem does not exist for MF units, just for infill SF homes on separate lots. Sub-addressing using letter is extremely common. Modifying addresses on a block of existing homes is never going to be a viable option and should not be considered a solution to this problem.

Thanks, Jim

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 07/28/2025

Committee Agenda type: Discussion

Council Meeting Date: 08/18/2025

Date Rec'd	7/23/2025		
Clerk's File #	ORD C36748		
Cross Ref #			
Project #			
Submitting Dept	PLANNING & ECONOMIC	**Bid #**	
Contact Name/Phone	SPENCER 509-625-6097	**Requisition #**	N/A
Contact E-Mail	SGARDNER@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	JBINGLE PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	0650 DEVELOPMENT CODE CLARIFICATION/CLEANUP		

Agenda Wording

Proposed amendment to fix an inadvertent omission relating to density calculations from a package of amendments adopted in January 2025

Summary (Background)

The City adopted a package of code amendments in January 2025 to follow up on major changes completed in late 2023. One of the January changes included establishing a new methodology for calculating density on new subdivisions. It was recently discovered that there is a section of code specific to Planned Unit Developments that has a description of the density calculations that is inconsistent with the recent update. This proposal would replace the current language to refer directly to the authoritative section on density calculations adopted in January 2025.

What impacts would the proposal have on historically excluded communities?

N/A

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

N/A

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

N/A

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	N/A

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		**Additional Approvals**	
Dept Head	GARDNER, SPENCER	**PURCHASING**	NECHANICKY, JASON
Division Director	MACDONALD, STEVEN		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	smacdonald@spokanecity.org
sgardner@spokanecity.org	eking@spokanecity.org

ORDINANCE NO C36748

AN INTERIM ZONING ORDINANCE related to the calculation of density in Planned Unit Developments; amending Spokane Municipal Code section 17G.070.030; setting a public hearing; and establishing a work program.

WHEREAS, the maintenance of the Unified Development Code (UDC) and in general the Spokane Municipal Code (SMC) has been a periodic, recurring project of the Planning and Economic Development Department to improve clarity and consistency with local policy and State and Federal laws; and

WHEREAS, on January 27, 2025, the Spokane City Council adopted ORD C36629 with the goal of providing additional flexibility for residential development; and

WHEREAS, ORD C36629 included amendments to SMC 17C.111.210, including substantial changes to the method for calculating residential density in development projects; and

WHEREAS, the calculation of density within a Planned Unit Development in SMC 17G.070.030 was inadvertently omitted from ORD C36629; and

WHEREAS, on July 23, 2025, the Washington State Department of Commerce and appropriate state agencies were given the required 30-day, expedited notice before adoption of proposed changes to the Unified Development Code pursuant to RCW 36.70A.106; and

WHEREAS, the proposed text amendments were drafted and reviewed consistent with the requirements of RCW 36.70A.370 to assure protection of private property rights; and,

WHEREAS, the proposed amendment consists of administrative corrections to code and is categorically exempt from SEPA, pursuant to WAC 197-11-800; and

WHEREAS, prior to the City Council public hearing, a legal notice of public hearing was published in the Spokesman-Review; and

WHEREAS, pursuant to RCW 35.63.200 and 36.70A.390, the City Council held a public hearing on this interim zoning ordinance on August 25, 2025; and

The City of Spokane does ordain:

Section 1. Findings of Fact: The City Council adopts the recitals set forth herein as its findings and conclusions in support of the adoption of this ordinance.

Section 2. Interim Zoning Ordinance Adopted: An interim zoning ordinance is adopted as specified in Section 3 of this ordinance.

Section 3. That Section 17G.070.030 is amended to read as follows:

A. Permitted Uses.

Any permitted or conditional use allowed in the base zoning districts of the subject property plus additional uses including the following:

1. In the RA, R1, and R2 zoning districts, an applicant with a planned unit development approval may develop the site to contain these additional uses:

    a. Accessory uses directly serving the planned unit development only and which are customary or associated with, but clearly incidental to, the residential uses permitted in the zone including:

        i. community building with indoor and/or outdoor recreation facilities;
        ii. recreational vehicle and personal storage area;
        iii. consolidated guest parking facilities.

    b. Retail sales and service uses and office uses are permitted subject to the following limitations:

        i. The PUD site is larger than 20 acres; and
        ii. Individual retail sales and service uses and office uses shall not exceed a floor area of five thousand (5,000) square feet each; and
        iii. The total site area developed with retail sales and service uses and office uses shall not exceed five percent (5%) of the total PUD site area; and
        iv. A one hundred percent (100%) increase in the amount of retail sales and service uses and office uses is allowed when retail sales and service uses and office uses are physically built under residential uses in a mixed use building with ground floor retail sales and service uses and office uses; and
        v. Outdoor seating is permitted and is not counted towards the limitations on floor area in subsection (b)(ii); and
        vi. Retail sales and service uses and office uses shall follow the Centers and Corridors design standards for Pedestrian Streets in SMC 17C.122.060; and
        vii. Prohibited uses include but are not limited to:

A. Marijuana production, processing, and retailing as controlled by SMC 17C.347
B. Off-premises alcohol outlets as defined and controlled by SMC 17C.348
C. Drive-through Facilities
D. Adult Business
E. Commercial Parking as defined in SMC 17C.190.220 on a surface parking lot
F. Mini-Storage Facilities
G. Quick Vehicle Servicing

2. In the RMF and RHD zoning districts, an applicant with a planned unit development approval may develop any uses permitted in the R1, R2, RMF and RHD zones together with these additional uses:

a. Retail sales and service uses and office uses are permitted subject to the following limitations:

i. The PUD site is larger than ten acres,
ii. Individual retail sales and service uses and office uses shall not exceed a floor area of three thousand square feet each and the site area developed with retail sales and service uses and office uses shall not exceed five percent of the total PUD site area.
iii. Sites developed with retail sales and service uses and office uses shall have frontage on a street that is designated as a collector or higher classified arterial.
iv. The retail sales and service uses and office uses in the PUD shall not be permitted until sixty percent of the approved residential units are completed.
v. An one hundred percent increase in the amount of retail sales and service uses and office uses is allowed when retail sales and service uses and office uses are physically built under residential uses in a mixed use building with ground floor retail sales and service uses and office uses.
vi. Outdoor sales and display and outdoor storage areas are not permitted except outdoor seating is allowed for restaurants and cafes.

3. Commercial Zones.

PUDs are permitted in the commercial zones including center and corridor (CC) and the downtown (DT) zones.

4. Industrial Zones.

In the PI zones, an applicant with a planned unit development approval may develop the site to contain all of the uses permitted by right in the underlying zone and, in addition, up to fifty percent of the total gross floor area may be devoted to housing units provided these are built above the ground floor.

5. More Than One Base Zone.

When a site contains land that is in more than one zoning district, the allowed residential and conditional uses at the required minimum and maximum densities, if applicable, shall be proportionate to the land within the development site devoted to each zoning district.

B. Density.

1. Densities Required.

An applicant with a planned unit development approval shall develop the site subject to the minimum and maximum density provisions of the base zone, as contained in Title 17C SMC, except as provided in subsection (B)(2) of this section, plus a maximum of ten percent density bonus per the provisions below under SMC 17G.070.030(B)(5).

2. Density Exception.

For properties with a designated critical area or properties located in agricultural lands designation of the City's comprehensive plan, the minimum density requirement may be waived by the hearing examiner based on the following criteria:

a. The development of the site with the critical area would not allow sufficient minimum lot size under the base zone requirements because critical area setbacks and buffers would reduce minimum lot sizes below those required by the base zone.
b. The development of the site would require reducing buffers, setbacks or other dimensional modifications due to the location of designated critical areas; and
c. The protection of the agricultural lands or critical area would be more effective by clustering the homes and structures to the minimum area necessary.

3. Calculating Density.

The calculation of density for a planned unit development is ((~~the net area based on the total area of subject property less the area set aside for right-of-way, tracts of land reserved for private streets and dedicated tracts reserved for stormwater facilities. The calculation of density is rounded up to the next whole number~~)) as provided in the base zone.

4. Transfer of Development Rights.

An applicant for a planned unit development may shift allowed residential densities to another site to protect and preserve designated critical areas and agricultural lands while providing the overall maximum density permitted by the underlying zoning district.

5. Density Bonuses.

a. An applicant for a planned unit development may apply for a residential density bonus of ten percent above the maximum density allowed in the underlying base zone for developing affordable housing units that meet or exceed the HUD standards for affordable units.
b. The density bonus may be granted based on a one percent ratio of bonus density for the project for each one percent of affordable housing that is provided.
c. Affordable housing units are required to be dispersed throughout the project and shall not be congregated all in one building, when more than one building is proposed.

C. Dimensional Requirements of the Base Zone.

The dimensional requirements of the base zone standards apply to a PUD except as follows:

1. Lot Dimensional Standards.

a. The minimum lot size, lot depth and lot width standards may be modified.
b. The lot frontage requirements may be modified to allow the lots to be served by a private street or private access, rather than a public street as required under SMC 17C.111.200(F), provided that the director of engineering services has determined that private streets

or private access can serve the subject lots in the planned unit development. A private street or private access that does not conform to chapter 17H.010 SMC, Street Development Standards, may be approved through a design variance request under SMC 17H.010.020.

2. Lot Coverage and FAR.

The lot coverage by buildings and the floor area ratio (FAR) provisions may be modified.

3. Setbacks.

a. Front and rear yard setbacks.

i. Front and rear yard setbacks for structures located within eighty feet of the perimeter of the project shall be the same as required by the base zone.
ii. Front and rear yard setbacks in the remainder of the project may be modified, except that a minimum front or rear yard setback of twenty feet is required for any garage or carport that opens facing a street or an alley.
iii. Above and below ground parking structures used in conjunction with a mixed use or multifamily residential project may modify front yard setbacks, if sufficient queuing to enter the structure is provided on-site.

b. Side Yard Setbacks.

i. Side yard setbacks may be modified, except that a side yard setback of twenty feet is required for any garage or carport that opens facing a street.
ii. Above and below ground parking structures used in conjunction with a mixed use or multifamily residential project may modify side yard setbacks, if sufficient queuing to enter the structure is provided on-site.

4. Building Height.

Except as provided below, building height allowed in the base zone cannot be modified, waived or varied through the planned unit development process.

a. Changes to the height limits in the underlying zone require a rezone processed concurrently with the planned unit development.
b. In the RMF zone, the wall height for a mixed-use commercial building may be increased to thirty five feet. Such a building is exempt from the height transition requirements of SMC 17C.111.230(C)(5).

5. Off-street Parking.

The minimum number of off-street parking stalls may be modified based upon sufficient evidence that the occupancy of the project will not require the number of off-street parking stalls specified for that use under chapter 17C.230 SMC, Parking and Loading.

6. Signs.

The number, type and size of signs cannot be modified through a planned unit development.

7. Fencing.

Perimeter fencing for a planned unit development is permitted except the maximum height of fencing along a street frontage of the planned unit development may not exceed forty-two inches. When a fence is along a street frontage, usable pedestrian access shall be provided spaced a minimum of one every three hundred feet.

8. Gates.

If the director of engineering services approves of private streets in the planned unit development, based on the criteria of SMC 17H.010.090, gates may be permitted in a planned unit development.

9. Lot Access.

The alley access requirements of SMC 17C.111.335(B) apply to lots in a PUD. If a lot abuts a public alley, then vehicle access shall be from the alley.

D. Infrastructure.

All public or private streets, paving, curbs, sidewalks, utilities, stormwater, lights and similar facilities shall be developed according to City standards, unless

specifically modified by the city engineer. Waivers, variances, or modifications to the private or public street standards, utilities, and other infrastructure through a planned unit development shall be approved by the city engineer. An approved design variance request form shall be submitted with the PUD application.

E. Common Open Space.

In exchange for the approval of more intense residential development, higher densities, smaller lots and relaxed development standards, the developer of a planned unit development is required to provide common open space for the active and passive recreational activities of residents, employees, and visitors. Such space shall be aggregated wherever feasible and shall consist of a combination of landscaped and hard-scaped areas. Such common open space shall include some combination of the following: plazas, arbors, sitting areas, picnic areas, playing fields and trails to accommodate a variety of active and passive activities and promote visual interest.

1. In planned unit developments, the following requirements shall apply:

    a. At least ten percent of the gross area of the site must be devoted to such open space. Such space must be fully accessible to the residents, employees, visitors and/or other users of the site. Reduction of this standard in PUDs is prohibited and a variance cannot be sought to reduce this requirement.
    b. Fenced yards associated with buildings immediately adjacent to designated open space, landscaping in parking lots, or fenced stormwater facilities shall not count toward the total open space requirement.
    c. Environmentally-constrained land within the planned unit development, including wetlands, geologically hazardous areas, fish and wildlife habitats and frequently flooded areas may be used to meet up to fifty percent of the total requirement specified in subsection (E)(1)(a) above, provided that these areas are either accessible to pedestrians to the extent practical or are visually accessible from adjacent and adjoining common open space.

2. The common open space designated to meet this requirement shall be permanently maintained by and conveyed to one of the following:

    a. A homeowners' or property owners' association as regulated by state law.
    b. A public agency that agrees to maintain the common open space and any buildings, structures or improvements placed within it.

F. Subdivision.

When a planned unit development is combined with a division of land including a short plat, long plat or binding site plan, the requirements of chapter 17G.080 SMC are required to be met, including SMC 17C.111.200(C), along with the following:

1. Through lots.

Lots shall be configured in a way that development can be oriented toward streets to increase the safety and enjoyment of pedestrians and bicyclists. A new PUD/subdivisions shall not “turn its back” on a collector, minor or principal arterial street. Through lots are allowed only where both front lot lines are on local access streets. The minimum front lot line and minimum width standards apply to one frontage of the through lot.

Section 4. Hearing: The hearing held on August 25, 2025 associated with the adoption of this ordinance shall satisfy the requirement for a public hearing in connection with this interim zoning ordinance, pursuant to RCW 35.63.200 and RCW 36.70A.390.

Section 5. Duration: This interim zoning ordinance shall be in effect until August 25, 2026 unless extended by subsequent action by the Spokane City Council. It is anticipated that while this interim zoning ordinance is in effect the city will follow the work plan as outlined in Section 6 of this ordinance to make these measures permanent pursuant to the public notice and participation process set forth in chapter 17G.025 of the Spokane Municipal Code and the Periodic Update of the City of Spokane Comprehensive Plan mandated under the State of Washington’s Growth Management Act.

Section 6. Work Plan: Pursuant to RCW 36.70A.390, a work plan for studies related to this ordinance shall include continued public participation and noticing pursuant to chapter 17G.025 SMC, and consideration as part of the Periodic Update of the City of Spokane Comprehensive Plan.

Section 7. Severability: If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 8. 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

PURPOSE OF AMENDMENT: As originally submitted to committee this legislation was not in actual ordinance form. This amendment (1) revises the original document to be in proper ordinance form, (2) changes the title of the ordinance and clarifies it is an interim ordinance, (3) establishes findings, (4) sets an expiration date of August 25, 2026, and (5) includes the ordinance as part of the Plan Commission work plan.