CITY OF SPOKANE

REGARDING CITY COUNCIL MEETINGS

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

City Council Members, City staff, presenters and members of the public have the option to participate virtually via WebEx during all meetings, with the exception of Executive Sessions which are closed to the public. Call in information for the October 20, 2025, meetings is below. All meetings will be streamed live on Channel 5 and online at https://my.spokanecity.org/citycable5/live and https://www.facebook.com/spokanecitycouncil.

WebEx call in information for the week of October 20, 2025:

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

6:00 p.m. Legislative Session: 1-408-418-9388; access code: 248 064 41880; password: 0320

To participate in public comment (including Open Forum):

Testimony sign-up is open beginning at 5:00 p.m. on Friday, October 17, 2025, and ending at 6:00 p.m. on Monday, October 20, 2025, via the online testimony sign-up form link which can be accessed by clicking https://my.spokanecity.org/citycouncil/meetings/signup/ or in person outside council chambers beginning at 8:00 a.m. on October 20, 2025. You must sign up by 6:00 p.m. to be called on to testify. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Instructions for participation are provided on the form when you sign up.

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

THE CITY OF SPOKANE

UPDATED DRAFT COUNCIL AGENDA

MEETING OF MONDAY, OCTOBER 20, 2025

MISSION STATEMENT

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

MAYOR LISA BROWN
COUNCIL PRESIDENT BETSY WILKERSON

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

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

City of Spokane Guest Wireless access for Council Chambers:

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

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

LAND ACKNOWLEDGEMENT

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

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

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

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

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

AGENDA REVIEW AND LEGISLATIVE SESSIONS

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

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

ADDRESSING THE COUNCIL

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

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

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

AGENDA REVIEW SESSION

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

ROLL CALL OF COUNCIL

INTERVIEWS OF NOMINEES TO BOARDS AND COMMISSIONS

COUNCIL OR STAFF REPORTS OF MATTERS OF INTEREST

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

APPROVAL BY MOTION OF THE DRAFT AGENDA

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

EXECUTIVE SESSION

(Closed Session of Council)
(Executive Session may be held or reconvened during the 3:30 p.m. Agenda Review Session or the 6:00 p.m. Legislative Session)

LEGISLATIVE SESSION

(Council Reconvenes in Council Chamber)

LAND ACKNOWLEDGEMENT

PLEDGE OF ALLEGIANCE

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

ROLL CALL OF COUNCIL

PROCLAMATIONS AND SALUTATIONS

REPORTS FROM COMMUNITY ORGANIZATIONS

ANNOUNCEMENTS
(Announcements regarding Changes to the City Council Agenda)

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

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

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

CONSENT AGENDA

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

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

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

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

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

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

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

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

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

11. Minutes: — Approve All

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

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

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

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

EMERGENCY ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

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

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

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

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

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

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

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

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

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

RES 2025-0077 **Regarding amendment of the City of Spokane Water and Hydroelectric – Rules and Regulations of Water System Installations. (Council Sponsors: Council President Wilkerson and Council Member Klitzke)**
Marlene Feist

(Deferred as amended from October 6, 2025, Agenda, during October 6, 2025, 3:30 p.m. Agenda Review Session)

RES 2025-0078 **Regarding the adoption of a Public Rule for the Wastewater Management Department for Side Sewer Installation Handbook. (Council Sponsors: Council President Wilkerson and Council Member Klitzke)**
Marlene Feist

(Deferred as amended from October 6, 2025, Agenda, during October 6, 2025, 3:30 p.m. Agenda Review Session)

RES 2025-0080 **Recognizing the Hillyard Subarea Plan as the coordinated framework and community vision for guiding future growth, economic development, and investment in the Hillyard area. (Council Sponsors: Council Members Bingle and Cathcart)**
Tim Thompson

(Deferred from October 6, 2025, Agenda, during October 6, 2025, 3:30 p.m. Agenda Review Session)

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

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

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

(First Reading deferred as amended from September 22, 2025, Agenda, to October 6, 2025, Agenda, during September 15, 2025, 3:30 p.m.

Agenda Review Session, thereby deferring Final Reading to this Agenda)

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

(Deferred to February 9, 2026, Agenda, due to First Reading being deferred from October 6, 2025, Agenda, to February 2, 2026, Agenda, during October 6, 2025, 3:30 p.m. Agenda Review Session)

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

~~**ORD C36752**~~ ~~**Concerning adoption of public rules by the City of Spokane and creating new Chapters 3.14, 10.21, 12.14, 15.07, and 18.12 of the Spokane Municipal Code, amending sections of Titles 1, 3, 4, 8, 10, 12, 13 and 16A of the Spokane Municipal Code, and adding new section 03.07.350 to the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Member Cathcart)**~~
~~**Chris Wright**~~

(First Reading deferred as amended from October 6, 2025, Agenda, to this Agenda during October 6, 2025, 3:30 p.m. Agenda Review Session, thereby deferring Final Reading to October 27, 2025, Agenda)

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

FIRST READING ORDINANCES

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

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

ORD C36752 **Concerning adoption of public rules by the City of Spokane and creating new Chapters 3.14, 10.21, 12.14, 15.07, and 18.12 of the Spokane Municipal Code, amending sections of Titles 1, 3, 4, 8, 10, 12, 13 and 16A of the Spokane Municipal Code, and adding new section 03.07.350 to the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Member Cathcart)**
Chris Wright

(Deferred as amended from October 6, 2025, Agenda, during October 6, 2025, 3:30 p.m. Agenda Review Session.)

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

NO HEARINGS

OPEN FORUM

At the conclusion of legislative business, the Council may recess briefly and then convene an open public comment period for up to twenty (20) speakers, unless a majority of council members vote otherwise. If more than twenty (20) people sign up for open forum, the individuals assigned to the twenty (20) spaces available will be chosen at random, with preference given to individuals who have not spoken at open forum during the calendar month. Each speaker is limited to no more than two (2) minutes. In order to participate in Open Forum, you must sign up beginning at 5:00 p.m. on the Friday immediately preceding the legislative session and ending at 6:00 p.m. on the date of the meeting via the virtual testimony form linked in the meeting packet (https://my.spokanecity.org/citycouncil/documents/) or in person outside council chambers beginning at 8:00 a.m. on the day of the legislative session. The virtual sign-up form can also be found here: https://my.spokanecity.org/citycouncil/meetings/signup/. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Speakers must sign themselves in using a name. Instructions for virtual participation are provided on the form when you sign up. The Open Forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City other than items appearing on the final or draft agendas, pending hearing items, and initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.

ADJOURNMENT

The October 20, 2025, Regular Legislative Session of the City Council is adjourned to October 27, 2025.

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

NOTES

Agenda Sheet for City Council:

Committee: Date: N/A

Committee Agenda type:

Council Meeting Date: 10/20/2025

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

Agenda Wording

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

Summary (Background)

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

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

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

Distribution List	

August 12, 2025

To Whom it May Concern:

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

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

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

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

By: Jackie Fulton

Jackie Fulton, Visit Spokane

Representing the Spokane Hotel Motel Association Advisory Board

Its: Administrator

Date: 08/12/2025

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

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

Agenda Wording

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

Summary (Background)

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

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

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

Distribution List	

Agenda Sheet for City Council:

Committee: Date: N/A

Committee Agenda type:

Council Meeting Date: 10/20/2025

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

Agenda Wording

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

Summary (Background)

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

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

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

Distribution List	

Agenda Sheet for City Council:

Committee: Date: N/A

Committee Agenda type:

Council Meeting Date: 10/20/2025

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

Agenda Wording

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

Summary (Background)

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

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

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

Distribution List	

Agenda Sheet for City Council:

Committee: Date: N/A

Committee Agenda type:

Council Meeting Date: 10/20/2025

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

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

Agenda Wording

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

Summary (Background)

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

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

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

Distribution List	

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

Agenda Wording

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

Summary (Background)

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

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

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

Distribution List	

Agenda Sheet for City Council:

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

Committee Agenda type: Consent

Council Meeting Date: 10/20/2025

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

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

Agenda Wording

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

Summary (Background)

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

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

N/A

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

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

Distribution List	

Agenda Sheet for City Council:

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

Committee Agenda type: Consent

Council Meeting Date: 10/20/2025

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

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

Agenda Wording

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

Summary (Background)

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

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

N/A

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

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

Distribution List	

Agenda Sheet for City Council:

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

Committee Agenda type: Consent

Council Meeting Date: 10/20/2025

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

Agenda Wording

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

Summary (Background)

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

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

N/A

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

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

Distribution List	

Agenda Sheet for City Council:

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

Committee Agenda type: Consent

Council Meeting Date: 10/20/2025

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

Agenda Wording

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

Summary (Background)

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

What impacts would the proposal have on historically excluded communities?

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

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

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

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

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

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

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

Council Subcommittee Review

Fiscal Impact

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

Narrative

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

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

Funding Source	N/A
Funding Source Type	Program Revenue

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

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

Expense Occurrence	One-Time

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

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

Distribution List

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

Agenda Sheet for City Council:

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

Committee Agenda type: Consent

Council Meeting Date: 10/20/2025

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

Agenda Wording

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

Summary (Background)

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

What impacts would the proposal have on historically excluded communities?

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

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

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

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

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

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

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

Council Subcommittee Review

Fiscal Impact

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

Narrative

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

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

Funding Source	One-Time
Funding Source Type	Program Revenue

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

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

Expense Occurrence	One-Time

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

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

Distribution List

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

City Clerk's No. OPR 2023-0979

CITY OF SPOKANE

CONTRACT AMENDMENT

Title: HVAC CONTROL SYSTEM INSTALL/REPLACE AND MAINTENANCE

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

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

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

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

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

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

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

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

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

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

ATS INLAND NW, LLC.

By_____
Signature Date

_____
Type or Print Name

_____
Title

CITY OF SPOKANE

By_____
Signature Date

_____
Type or Print Name

_____
Title

Attest:

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

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

25-201

EXHIBIT A

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

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR Part 180.
(1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals: (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and (d) Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
(2) The undersigned agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
(3) The undersigned further agrees by signing this Agreement that it will include the following required certification, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions: <u>Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions</u> 1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
(4) The undersigned shall notify the City immediately that if it or a lower tier contractor become debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency during the period of performance of this Agreement.
(5) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
(6) I understand that a false statement of this certification may be grounds for termination of the Agreement.
By signing this Attachment, the Grantee indicates acceptance of and compliance with all requirements described above.

Go to next page.

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

EXHIBIT B

May 15, 2025

Task Assignment #14 Labor & Installation

MLK Community Center RTU and Condensing Units Replacements

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

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

Assumptions / Clarifications

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

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

Hourly Rate: $165
Hours Billed: 979

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

Paul Bonner

ATS Inland NW

June 23, 2025

Task Assignment #15 Labor & Installation

Spokane Wastewater Control System Upgrade

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

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

Assumptions / Clarifications

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

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

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

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

Paul Bonner

ATS Inland NW

License Information:

New search Back to results

Entity name: ATS INLAND NW LLC

Business name: ATS INLAND NW LLC

Entity type: Limited Liability Company

UBI #: 602-410-090

Business ID: 001

Location ID: 0001

Location: Active

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

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

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Minor Work Permit				Active	May-31-2026	May-29-2025
Moses Lake General Business - Non-Resident	BUS2015-10232			Active	Jul-31-2026	Jul-13-2015
Spokane General Business - Non-Resident	T12032728BUS			Active	Jul-31-2026	Oct-15-2012
Spokane Valley General Business				Active	Jul-31-2026	May-23-2014

Owners and officers on file with the Department of Revenue

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

Registered Trade Names

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

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

Check if your browser is supported

OPR 2023-0978 OPR 2023-0979-

OPR 2023-0980

CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

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

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

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

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

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

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

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

RECEIVED
JUN 26 2025
CITY CLERK'S OFFICE

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

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

AUTHORIZED REPRESENTATIVE

AI 113533

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Agenda Sheet for City Council:

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

Committee Agenda type: Consent

Council Meeting Date: 10/20/2025

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

Agenda Wording

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

Summary (Background)

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

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

Fiscal Impact

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

Narrative

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

Funding Source	One-Time
Funding Source Type	Reserves

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

Expense Occurrence	

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

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

Distribution List

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

City Clerk's No. OPR 2023-1224

CITY OF SPOKANE

CONTRACT AMENDMENT

Title: WATER DEPARTMENT MAIN CAMPUS OFFICE RENOVATION/RECONSTRUCTION

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

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

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

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

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

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

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

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

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

INTEGRUS ARCHITECTURE

By_____
Signature Date

_____
Type or Print Name

_____
Title

Attest:

_____
City Clerk

CITY OF SPOKANE

By_____
Signature Date

_____
Type or Print Name

_____
Title

Approved as to form:

_____
Assistant City Attorney

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

25-198

August 11, 2025

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

RE: Additional Service Request – Phase 2 Redesign

Dear Mr. Steele:

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

SCOPE OF SERVICES & DELIVERABLES

Integrus Project Coordination:

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

Consultant Deliverables (managed by Integrus):

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

ASSUMPTIONS & EXCLUSIONS

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

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

COMPENSATION

Compensation for Scope of Services

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

Integrus Architecture & Structural Fixed Fee	$86,790.00

Consultants

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

Additional Services

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

Reimbursable Expenses

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

Reimbursable Expenses	**$0.00**

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

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

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

Sincerely,

INTEGRUS ARCHITECTURE, P.S.

Steven Clark, AIA

Architect | Associate Principal

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

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

INTEGRUS

Exhibit B

Water Department Administration Building
City of Spokane

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

Hourly Rates

Compensation - Hourly Rates

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

Hourly Rates are as follows:

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

PROFESSIONAL SERVICES

1. Phase 2 Design — **Lump Sum**

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

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

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

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

MW Engineers

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

July 23, 2025

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

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

RE: Engineering Fee Proposal

Dear Bob and Steven,

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

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

Scope of Services:

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

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

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

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

MW Engineers

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

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

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

Sincerely,

Anthony Schoen, PE
Principal, Mechanical Systems

Luke Blanchart, PE
Mechanical Project Manager

AUTHORIZATION FOR ADDITIONAL SERVICES

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SERVICES PROVIDED:

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DESCRIPTION OF WORK: ***REVISED***

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Civil Engineering – 2220986.10

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

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

Landscape Architecture – 2220986.40

Phase 2 Building Revisions – Task 5

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

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

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

BILLING SUMMARY:

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

AGREEMENT:

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

Client Purchase Order No: _____

Client Name: _____

Signature: _____ **Date:** _____

Printed Name/Title: _____

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

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

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

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

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

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

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License Information:

New search Back to results

Entity name: INTEGRUS ARCHITECTURE, P.S.

Business name: INTEGRUS ARCHITECTURE, P.S.

Entity type: Professional Service Corporation

UBI #: 600-285-728

Business ID: 001

Location ID: 0001

Location: Active

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

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

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Architect Firm			View Architects	Active	Jun-30-2026	Sep-02-2011
Minor Work Permit				Active	Jun-30-2026	Nov-07-2013
Richland General Business - Non-Resident				Active	Jun-30-2026	Jun-08-2023
Spokane General Business	T12088948BUS			Active	Jun-30-2026	Oct-15-2012

Page 1 of 2

Owners and officers on file with the Department of Revenue

Filter

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

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

Registered Trade Names

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

View Additional Locations

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

Contact us

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

Client#: 325330 INTEGARC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

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

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

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

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

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

RE: All Operations.

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Gary D. Patterson

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AEKZR

BUSINESS LIABILITY COVERAGE FORM

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

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

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

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

A. COVERAGES

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

Insuring Agreement

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

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

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

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

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

b. This insurance applies:

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

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

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

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

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

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

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

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(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

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

e. Incidental Medical Malpractice

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

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

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

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

2. MEDICAL EXPENSES

Insuring Agreement

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

(1) On premises you own or rent;

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

(3) Because of your operations;

provided that:

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

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

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

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

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

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

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

3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS

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

(1) All expenses we incur.

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

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

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

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

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

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

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

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

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

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

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

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

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

(6) The indemnitee:

(a) Agrees in writing to:

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

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

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

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

(b) Provides us with written authorization to:

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

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

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

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

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

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

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

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

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

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

b. Contractual Liability

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

(2) "Personal and advertising injury"

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

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

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

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

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

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

c. Liquor Liability

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

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

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

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

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

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

e. Employer's Liability

"Bodily injury" to:

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

(a) Employment by the insured; or

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

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

This exclusion applies:

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

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

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

f. Pollution

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

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

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

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

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

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

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

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

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

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

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

g. Aircraft, Auto Or Watercraft

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

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

This exclusion does not apply to:

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

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

(a) Less than 51 feet long; and

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

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

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

(5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

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

h. Mobile Equipment

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

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

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

i. War

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

(1) War, including undeclared or civil war;

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

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

j. Professional Services

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

(1) Legal, accounting or advertising services;

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

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

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

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

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

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

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

(9) Any:

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

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

(c) Similar services;

(10) Services in the practice of pharmacy; and

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

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

k. Damage To Property

"Property damage" to:

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

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

(3) Property loaned to you;

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

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

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

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

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

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

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

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

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

l. Damage To Your Product

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

m. Damage To Your Work

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

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

n. Damage To Impaired Property Or Property Not Physically Injured

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

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

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

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

o. Recall Of Products, Work Or Impaired Property

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

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

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

p. Personal And Advertising Injury

"Personal and advertising injury":

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

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

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

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

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

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

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

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

(a) Copyright;

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

(c) Title of any literary or artistic work;

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

(a) Advertising, broadcasting, publishing or telecasting;

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

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

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

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

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

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

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

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

(12) Arising out of:

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

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

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

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

(i) Your web site; or

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

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

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

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

q. Electronic Data

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

r. Employment-Related Practices

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

(1) A person arising out of any:

(a) Refusal to employ that person;

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

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

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

This exclusion applies:

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

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

s. Asbestos

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

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

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

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

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

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

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

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

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

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

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

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

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

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

c. Injury On Normally Occupied Premises

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

d. Workers' Compensation And Similar Laws

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

e. Athletics Activities

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

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

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

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

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

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

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

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

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

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

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

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

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

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

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

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

(2) "Property damage" to property:

(a) Owned, occupied or used by,

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

b. Real Estate Manager

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

c. Temporary Custodians Of Your Property

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

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

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

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

e. Unnamed Subsidiary

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

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

3. Newly Acquired Or Formed Organization

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

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

b. Coverage under this provision does not apply to:

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

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

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

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

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

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

5. Operator of Nonowned Watercraft

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

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

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

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

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

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

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

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

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

a. Vendors

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

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

This insurance does not apply to:

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

(b) Any express warranty unauthorized by you;

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

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

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

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

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

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

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

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

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

b. Lessors Of Equipment

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

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

c. Lessors Of Land Or Premises

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

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

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

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

d. Architects, Engineers Or Surveyors

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

(a) In connection with your premises; or

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

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

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

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

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

e. Permits Issued By State Or Political Subdivisions

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

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

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

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

f. Any Other Party

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

(a) In the performance of your ongoing operations;

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

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

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

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

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

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

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

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

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

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

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

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

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

a. Insureds;

b. Claims made or "suits" brought; or

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

2. Aggregate Limits

The most we will pay for:

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

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

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

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

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

3. Each Occurrence Limit

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

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

4. Personal And Advertising Injury Limit

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

5. Damage To Premises Rented To You Limit

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

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

6. How Limits Apply To Additional Insureds

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

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

b. The Limits of Insurance shown in the Declarations.

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

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

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

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

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

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

a. Notice Of Occurrence Or Offense

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

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

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

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

b. Notice Of Claim

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

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

(2) Notify us as soon as practicable.

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

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

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

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

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

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

d. Obligations At The Insured's Own Cost

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

e. Additional Insured's Other Insurance

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

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

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

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

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

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

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

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

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

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

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

3. Financial Responsibility Laws

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

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

4. Legal Action Against Us

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

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

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

5. Separation Of Insureds

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

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

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

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

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

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

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

b. Unintentional Failure To Disclose Hazards

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

7. Other Insurance

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

a. Primary Insurance

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

b. Excess Insurance

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

(1) Your Work

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

(2) Premises Rented To You

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

(3) Tenant Liability

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

(4) Aircraft, Auto Or Watercraft

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

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

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

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

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

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

That is other insurance available to an additional insured.

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

(a) Primary Insurance When Required By Contract

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

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

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

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

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

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

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

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

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

c. Method Of Sharing

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

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

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

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

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

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

F. OPTIONAL ADDITIONAL INSURED COVERAGES

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

1. Additional Insured - Designated Person Or Organization

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

a. In the performance of your ongoing operations; or

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

2. Additional Insured - Managers Or Lessors Of Premises

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

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

This insurance does not apply to:

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

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

3. Additional Insured - Grantor Of Franchise

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

4. Additional Insured - Lessor Of Leased Equipment

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

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

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

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

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

This insurance does not apply to:

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

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

6. Additional Insured - State Or Political Subdivision – Permits

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

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

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

This insurance does not apply to:

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

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

7. Additional Insured – Vendors

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

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

(1) This insurance does not apply to:

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

(b) Any express warranty unauthorized by you;

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

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

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

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

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

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

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

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

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

8. Additional Insured – Controlling Interest

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

a. Their financial control of you; or

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

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

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

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

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

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

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

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

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

10. Additional Insured – Co-Owner Of Insured Premises

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

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

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

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

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

a. (1) Radio;

(2) Television;

(3) Billboard;

(4) Magazine;

(5) Newspaper;

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

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

However, "advertisement" does not include:

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

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

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

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

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

5. "Bodily injury" means physical:

a. Injury;

b. Sickness; or

c. Disease

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

6. "Coverage territory" means:

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

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

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

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

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

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

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

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

a. Stored as or on;

b. Created or used on; or

c. Transmitted to or from

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

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

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

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

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

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

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

if such property can be restored to use by:

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

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

12. "Insured contract" means:

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

b. A sidetrack agreement;

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

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

e. An elevator maintenance agreement; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

c. Vehicles that travel on crawler treads;

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

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

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

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

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

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

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

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

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

(a) Snow removal;

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

(c) Street cleaning;

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

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

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

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

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

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

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

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

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

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

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

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

19. "Products-completed operations hazard";

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

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

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

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

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

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

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

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

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

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

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

20. "Property damage" means:

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

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

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

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

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

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

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

23. "Volunteer worker" means a person who:

a. Is not your "employee";

b. Donates his or her work;

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

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

24. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT - AGGREGATE LIMITS (PER PROJECT)

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

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

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

2. The limits shown in the Declarations for Liability and Medical Expenses, Damage To Premises Rented To You and Medical Expenses continue to apply.

3. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit.

4. If the applicable "project" has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the "project" will still be deemed to be the same "project".

5. The provisions of Section **D.** LIABILITY AND MEDICAL EXPENSES LIMIT OF INSURANCE not otherwise modified by this endorsement shall continue to apply as stipulated.

B. Additional Definitions

The following definition is added to Section **G.** LIABILITY AND MEDICAL EXPENSES DEFINITIONS:

1. "Project" means "your work" at location(s) away from premises owned or rented to you.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AUTO AND NON-OWNED AUTO LIABILITY - WASHINGTON

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

This coverage is subject to all provisions in the **BUSINESS LIABILITY COVERAGE FORM** not expressly modified herein:

A. Amended Coverage:

Coverage is extended to "bodily injury" and "property damage" arising out of the use of a "hired auto" and "non-owned auto".

B. Paragraph **B., EXCLUSIONS**, is amended as follows:

1. Exclusion **g. Aircraft, Auto or Watercraft** does not apply to a "hired auto" that is a "non-owned auto".

2. Exclusion **e. Employers Liability** does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract".

3. Exclusion **f. Pollution** is replaced by the following:

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

(1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";

(2) Otherwise in the course of transit by or on behalf of the "insured"; or

(3) Being stored, disposed of, treated or processed in or upon the covered "auto".

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

(1) The "pollutants" escape, seep, migrate, or are discharged or released directly from an "auto" part designed by its manufacturer to hold, store, receive, or dispose of such "pollutants"; and

(2) The "bodily injury" and "property damage" does not arise out of the operation of any equipment listed in paragraphs **15.b.** and **15.c.** of the definition of "mobile equipment".

Paragraphs **b**. and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage as a result of the maintenance or use of a covered "auto".

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4. With respect to this coverage, the following additional exclusions apply:

a. Fellow Employee

Coverage does not apply to "bodily injury" to any fellow "employee" of the "insured" arising out of the operation of an "auto" owned by the "insured" in the course of the fellow "employee's" employment.

b. Care, custody or control

Coverage does not apply to "property damage" involving property owned or transported by the "insured" or in the "insured's" care, custody or control.

C. With respect to the operation of a "hired auto" and "non-owned auto", Paragraph **C. WHO IS AN INSURED** is deleted and replaced by the following:

The following are "insureds":

a. You.

b. Your "employee" while using with your permission:

(1) An "auto" you hire or borrow; or

(2) An "auto" you don't own, hire or borrow in your business or personal affairs; or

(3) An "auto" hired or rented by your "employee" on your behalf and at your direction.

c. Anyone else while using a"hired" auto" or "non-owned auto" with your permission except:

(1) The owner or anyone else from whom you hire or borrow an " auto".

(2) Someone using an "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.

(3) Anyone other than your "employees", (partners if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from an "auto".

(4) A partner (if you are a partnership), or a member (if you are a limited liability company) for an "auto" owned by him or her or a member of his or her household.

d. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

D. With respect to the operation of a "hired auto" or "non-owned auto", the following additional conditions apply:

1. OTHER INSURANCE

a. Except for any liability assumed under an "insured contract" the insurance provided by this Coverage Form is excess over any other collectible insurance.

However, if your business is the selling, servicing, repairing, parking or storage of "autos", the insurance provided by this endorsement is primary when covered "bodily injury" or "property damage" arises out of the operation of a customer's auto by you or your employee".

b. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

2. TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US

If the Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

E. With respect to the operation of a "non-owned auto":

1. The EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY Exclusion applies only to "bodily injury" to any "employee" of the insured whose employment is not subject to the Industrial Insurance Act of Washington (Washington Revised Code Title 51).

   With respect to "bodily injury" to "employees" of the insured whose employment is subject to the Industrial Insurance Act of Washington, the EMPLOYEE INDEMNIFICATION AND

EMPLOYER'S LIABILITY Exclusion is replaced by the following:

This insurance does not apply to "bodily injury" to:

(a) An "employee" of the insured arising out of and in the course of employment by the insured; or

(b) Any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the insured under an "insured contract".

F. The following definitions are added:

LIABILITY AND MEDICAL EXPENSES DEFINITIONS:

A "non-owned auto" is an "auto" you do not own including but not limited to:

1. "Hired auto" means any "auto" you lease, hire, rent or borrow; this does not include any auto you lease, hire, rent or borrow from any of your "employees", your partners (if you are a partnership), members (if you are a limited liability company), or your "executive officers" or members of their households.

This does not include a long-term leased "auto" that you insure as an owned "auto" under any other

auto liability insurance policy or a temporary substitute for an "auto" you own that is out of service because of its breakdown, repair, servicing or destruction.

2. "Non-owned auto" means any "auto" that you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes:

a. "Autos" owned by your "employees" or partners (if you are a partnership), or members (if you are a limited liability company) or your "executive officers" or members of their households but only while used in your business or your personal affairs.

b. Customer's "auto" that is in your care, custody or control for service**.**

EXTENSION SCHEDULE OF UNDERLYING INSURANCE POLICIES

This extension schedule forms a part of the policy designated in the Declarations.

Carrier, Policy Number and Policy Period:

A. SENTINEL INSURANCE COMPANY, LIMITED

52 SBA AF6217 05/30/25 TO 05/30/26

Type of Coverage	Applicable Limits
(X) Business Liability - including:	Bodily Injury and Property Damage Liability Combined
	$2,000,000 each occurrence
	$4,000,000 general aggregate
Employees as Additional Insureds Contractual Liability Limited Non-Owned Watercraft Additional Insureds Damages To Premises Rented To You	Property Damage Liability $1,000,000 each occurrence
(X) Personal and Advertising Injury	$2,000,000
(X) Products/Completed Operations	$4,000,000 Prod./Comp. Ops. aggregate
(X) Hired Auto and Non-Owned Auto	$2,000,000 Limit of Liability

B.

( ) Comprehensive Automobile Liability - Owned Automobiles	Bodily Injury Liability each person each accident Property Damage Liability each accident
( ) Non-Owned Automobiles	
( ) Hired Automobiles	Bodily Injury and Property Damage Liability Combined each accident
( ) Uninsured Motorist	each occurrence

C. THE HARTFORD 10WECBJ1LU4 05/30/25 TO 05/30/26

(X) Employer's Liability	$1,000,000 each accident* $1,000,000 each employee by disease* $1,000,000 total policy by disease*

D.

( ) Liquor Liability

An "X" marked in the box indicates the coverage is provided in the Underlying Policies.

(Note Maintenance of Underlying Insurance Condition SX 80 02 or SX 80 03)

*Except that in any jurisdiction where the amount of Employers Liability Coverage afforded by the underlying insurer is by law unlimited, the limit stated does not apply and the policy of which this extension schedule forms a part shall afford no insurance with respect to Employers Liability in such jurisdiction.

EXTENSION SCHEDULE OF UNDERLYING INSURANCE POLICIES (Continued)

POLICY NUMBER: 52 SBA AF6217

Carrier, Policy Number and Policy Period:
E.

Type of Coverage	Applicable Limits
( ) Foreign Commercial General Liability- including:	each occurrence
Personal and Advertising Injury	Personal and Advertising Injury aggregate
Products/Completed Operations	Products/Completed Operations aggregate
( ) Foreign Contingent Auto Liability	each accident
( ) Foreign Employer's Liability	each accident * each employee by disease* total policy by disease*

An "X" marked in the box indicates the coverage is provided in the Underlying Policies.

(Note Maintenance of Underlying Insurance Condition SX 80 02 or SX 80 03)

*Except that in any jurisdiction where the amount of Employers Liability Coverage afforded by the underlying insurer is by law unlimited, the limit stated does not apply and the policy of which this extension schedule forms a part shall afford no insurance with respect to Employers Liability in such jurisdiction.

2. No **Extended Reporting Period** is available to any **Insured** who is suspended or resigns from the practice of providing **Professional Services** in lieu of suspension, in any state where the **Insured** has a license or right to provide **Professional Services**.
3. There shall be no coverage for any **Claim(s)** otherwise subject to coverage under this Section VII, if there is any other insurance in effect that would apply to such **Claim(s)**.
4. No **Extended Reporting Period** is renewable.
5. The Limit of Liability applicable to any **Extended Reporting Period** shall be part of, and not in addition to, the Limit of Liability for the **Policy Period** and the fact that the coverage provided by this Policy may be extended by the purchase or availability of an **Extended Reporting Period** shall not in any way renew, replenish or increase the Aggregate Limit of Liability stated in ITEM 3 of the Declarations nor change the scope of coverage available under this Policy.
6. An offer of renewal terms, conditions or premiums different from those in effect prior to renewal shall not constitute a refusal to renew for purposes of this extension of coverage.
7. All notices and premium payments made under this Section VII shall be submitted to the Insurer by the **Named Insured**.

SECTION VIII - ORGANIZATIONAL CHANGES

Acquisition of the Named Insured

If, during the **Policy Period**, either of the following events occur:

1. the acquisition of the **Named Insured**, or of all or substantially all of its assets, by another entity; or
2. the merger or consolidation of the **Named Insured** into or with another entity such that the **Named Insured** is not the surviving entity;

then coverage under this Policy will continue in full force and effect until termination of this Policy, but only with respect to a **Claim** for a **Wrongful Act** or **Interrelated Wrongful Acts** taking place prior to such merger or acquisition. As of the effective date of the merger of acquisition, coverage under this Policy will cease with respect to **Claims** for a **Wrongful Act** or **Interrelated Wrongful Acts** taking place after such merger or acquisition. This Policy may not be cancelled after the effective time of such merger or acquisition, and the entire premium for this Policy shall be deemed fully earned as of such time.

SECTION IX - OTHER INSURANCE

If **Loss** resulting from any **Claim** is insured under any other valid and collectible professional liability, cyber liability, general liability or similar insurance to the insurance provided under this Policy, then this Policy shall apply only excess to the deductible or retention, if applicable, and limit of liability of such other insurance whether such other insurance is stated to be primary, pro rata, contributory, excess, contingent or otherwise, unless such other insurance is written specifically excess over the Limits of Liability provided in this Policy.

SECTION X - SUBROGATION

In the event of any payment under this Policy, the Insurer shall be subrogated to all of the **Insured's** rights of recovery against any person or organization, including any rights the **Insured** may have against any other **Insured** who personally participated or personally acquiesced in or remained passive after having knowledge of any dishonest, intentionally wrongful, fraudulent, criminal, or malicious act, error or omission. The **Insured** shall do whatever is necessary to secure and collect upon such right. The **Insured** shall do nothing to prejudice such rights. Provided however, if the **Insured** has waived its rights to subrogate against a third party through a written agreement made before a circumstance or **Wrongful Act** giving rise to a **Claim** or **Loss** has occurred, then the Insurer waives its rights to subrogation against such third party.

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License Information:

New search Back to results

Entity name: INTEGRUS ARCHITECTURE, P.S.

Business name: INTEGRUS ARCHITECTURE, P.S.

Entity type: Professional Service Corporation

UBI #: 600-285-728

Business ID: 001

Location ID: 0001

Location: Active

Location address: 10 S CEDAR ST
SPOKANE WA 99201-6823

Mailing address: 10 S CEDAR ST
SPOKANE WA 99201-6823

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Architect Firm			View Architects	Active	Jun-30-2026	Sep-02-2011
Minor Work Permit				Active	Jun-30-2026	Nov-07-2013
Richland General Business - Non-Resident				Active	Jun-30-2026	Jun-08-2023
Spokane General Business	T12088948BUS			Active	Jun-30-2026	Oct-15-2012

Page 1 of 2

Owners and officers on file with the Department of Revenue

Filter

Owners and officers	Title
BAIBAK, REBECCA	
BARNHART, BECKY	
BISSEN, MATTHEW	
CARTER, BRIAN	
CLARK, STEVEN	
DANIEL, THERESA	
DONNELLY, PATRICK	
GRAPER, ROBERT	
LARSEN, KANDIS	
LUEDEMAN, JEFFEREY	
NEIGER, STEVE	
ROBBINS, THOMAS	

Owners and officers	Title
SACHS, LORETTA	
SANDERSON, JESSICA	
SCHAFER, SAM	

Registered Trade Names

Registered trade names	Status	First issued
INTEGRUS ARCHITECTURE, P.S.	Active	Apr-17-1991
WMFL	Active	Oct-01-1986
YGH ARCHITECTURE	Active	Jul-19-2022

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 9/10/2025 9:31:44 AM

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Don't see what you expected?
Check if your browser is supported

Client#: 325330 INTEGARC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/03/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Wendy Christeson
USI Insurance Services NW CL 601 Union Street, Suite 1000 Seattle, WA 98101	PHONE (A/C, No, Ext): 206 441-6300 FAX (A/C, No): 610-362-8530 E-MAIL ADDRESS: wendy.christeson@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sentinel Insurance Company Ltd.	11000
INSURER B : Everest National Insurance Company	10120
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Integrus Architecture, P.S.
10 South Cedar St.
Spokane, WA 99204

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	52SBAAF6217	05/30/2025	05/30/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$2,000,000 $1,000,000 $10,000 $2,000,000 $4,000,000 $4,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X	X	52SBAAF6217	05/30/2025	05/30/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$2,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10,000	X		52SBAAF6217	05/30/2025	05/30/2026	EACH OCCURRENCE AGGREGATE $	$3,000,000 $3,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	52SBAAF6217 WA STOP GAP	05/30/2025	05/30/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
B	Professional Liability Incl Pollution		X	AAEP000833251	05/30/2025	05/30/2026	$5,000,000 per claim $5,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: All Operations.

The General Liability and Automobile Liability policies include an automatic Additional Insured endorsement that provides Additional Insured status to City of Spokane, only when there is a written contract that requires such status, and only with regard to work performed by or on behalf of the named insured.

CERTIFICATE HOLDER

City of Spokane
808 W Spokane Falls Blvd
Spokane, WA 99201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gary D. Patterson

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AEKZR

BUSINESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **C**. - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **G**. - Liability And Medical Expenses Definitions.

A. COVERAGES

1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

b. This insurance applies:

(1) To "bodily injury" and "property damage" only if:

(a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(b) The "bodily injury" or "property damage" occurs during the policy period; and

(c) Prior to the policy period, no insured listed under Paragraph **1.** of Section **C.** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

(2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **C.** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

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(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice

(1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:

(a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and

(b) You are not engaged in the business or occupation of providing such services.

(2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. MEDICAL EXPENSES

Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS

a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:

(1) All expenses we incur.

(2) Up to $1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

(3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

(5) All costs taxed against the insured in the "suit".

(6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

(7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under **(1)** through **(7)** above will not reduce the limits of insurance.

b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

(1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

(2) This insurance applies to such liability assumed by the insured;

(3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

(4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;

(5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

(6) The indemnitee:

(a) Agrees in writing to:

(i) Cooperate with us in the investigation, settlement or defense of the "suit";

(ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(iii) Notify any other insurer whose coverage is available to the indemnitee; and

(iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(b) Provides us with written authorization to:

(i) Obtain records and other information related to the "suit"; and

(ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph **1.b.(b)** of Section **B.** – Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

(1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or

(2) The conditions set forth above, or the terms of the agreement described in Paragraph **(6)** above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

(1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or

(2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Contractual Liability

(1) "Bodily injury" or "property damage"; or

(2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

(a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

(i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and

(ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business, or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of **(1)** above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

(1) Legal, accounting or advertising services;

(2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;

(3) Supervisory, inspection, architectural or engineering activities;

(4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;

(5) Any health or therapeutic service treatment, advice or instruction;

(6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;

(7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

(8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting,demonstration or distribution of ophthalmic lenses and similar products;

(9) Any:

(a) Body piercing (not including ear piercing);

(b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and

(c) Similar services;

(10) Services in the practice of pharmacy; and

(11) Computer consulting, design or programming services, including web site design.

Paragraphs **(4)** and **(5)** of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph **1.e.** in Section **A.** - Coverages.

k. Damage To Property

"Property damage" to:

(1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section **D.** - Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to the use of elevators.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

(1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;

(2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;

(3) Arising out of a criminal act committed by or at the direction of the insured;

(4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";

(5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";

(6) Arising out of the wrong description of the price of goods, products or services;

(7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

(a) Copyright;

(b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

(8) Arising out of an offense committed by an insured whose business is:

(a) Advertising, broadcasting, publishing or telecasting;

(b) Designing or determining content of web sites for others; or

(c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** under the definition of "personal and advertising injury" in Section **G.** – Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

(9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;

(10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;

(11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

(12) Arising out of:

(a) An "advertisement" for others on your web site;

(b) Placing a link to a web site of others on your web site;

(c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or

(d) Computer code, software or programming used to enable:

(i) Your web site; or

(ii) The presentation or functionality of an "advertisement" or other content on your web site;

(13) Arising out of a violation of any anti-trust law;

(14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or

(15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

q. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

(3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning or Explosion

Exclusions **c.** through **h.** and **k.** through **o.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance.

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs **a.** through **f.** below are additional insureds when you have agreed, in a written

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section **F.** – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises; or

(b) In the performance of your ongoing operations performed by you or on your behalf.

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

(1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

(1) Any other person or organization who is not an insured under Paragraphs **a.** through **e**. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if

(i) The written contract or written agreement requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D.** – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E.** – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.

b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or

b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph **3.** above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or an additional insured is a partnership;

(3) Any manager, if you or an additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;

(5) Any trustee, if you or an additional insured is a trust; or

(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This Paragraph **f.** applies separately to you and any additional insured.

3. Financial Responsibility Laws

a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.

b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **A.** – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **A.** – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph **6.** (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section **C.**, Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

a. In the performance of your ongoing operations; or

b. In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

(1) Any "occurrence" that takes place after you cease to lease that land; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision – Permits

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. The insurance afforded to the vendor is subject to the following additional exclusions:

(1) This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

a. Their financial control of you; or

b. Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations for the additional insured(s); or

(2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section **D.** – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E.** – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

a. (1) Radio;

(2) Television;

(3) Billboard;

(4) Magazine;

(5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

a. Injury;

b. Sickness; or

c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in **a.** above;

(2) The activities of a person whose home is in the territory described in **a**. above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

7. "Electronic data" means information, facts or programs:

a. Stored as or on;

b. Created or used on; or

c. Transmitted to or from

computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section **D.** – Liability and Medical Expenses Limits of Insurance.

b. A sidetrack agreement;

c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;

d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement; or

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, on which are permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in **a.**, **b.**, **c.**, or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in **a.**, **b.**, **c.**, or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written or electronic publication of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. "Products-completed operations hazard";

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or

(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

20. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.

As used in this definition, "electronic data" is not tangible property.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who:

a. Is not your "employee";

b. Donates his or her work;

c. Acts at the direction of and within the scope of duties determined by you; and

d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT - AGGREGATE LIMITS (PER PROJECT)

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

A. Section **D.** LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE is amended as follows:

1. The General Aggregate Limit under Section **D.** LIABILITY AND MEDICAL EXPENSES LIMIT OF INSURANCE applies separately to each of your "projects".

2. The limits shown in the Declarations for Liability and Medical Expenses, Damage To Premises Rented To You and Medical Expenses continue to apply.

3. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit.

4. If the applicable "project" has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the "project" will still be deemed to be the same "project".

5. The provisions of Section **D.** LIABILITY AND MEDICAL EXPENSES LIMIT OF INSURANCE not otherwise modified by this endorsement shall continue to apply as stipulated.

B. Additional Definitions

The following definition is added to Section **G.** LIABILITY AND MEDICAL EXPENSES DEFINITIONS:

1. "Project" means "your work" at location(s) away from premises owned or rented to you.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AUTO AND NON-OWNED AUTO LIABILITY - WASHINGTON

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

This coverage is subject to all provisions in the **BUSINESS LIABILITY COVERAGE FORM** not expressly modified herein:

A. Amended Coverage:

Coverage is extended to "bodily injury" and "property damage" arising out of the use of a "hired auto" and "non-owned auto".

B. Paragraph **B., EXCLUSIONS**, is amended as follows:

1. Exclusion **g. Aircraft, Auto or Watercraft** does not apply to a "hired auto" that is a "non-owned auto".

2. Exclusion **e. Employers Liability** does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract".

3. Exclusion **f. Pollution** is replaced by the following:

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

(1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";

(2) Otherwise in the course of transit by or on behalf of the "insured"; or

(3) Being stored, disposed of, treated or processed in or upon the covered "auto".

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

(1) The "pollutants" escape, seep, migrate, or are discharged or released directly from an "auto" part designed by its manufacturer to hold, store, receive, or dispose of such "pollutants"; and

(2) The "bodily injury" and "property damage" does not arise out of the operation of any equipment listed in paragraphs **15.b.** and **15.c.** of the definition of "mobile equipment".

Paragraphs **b**. and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage as a result of the maintenance or use of a covered "auto".

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4. With respect to this coverage, the following additional exclusions apply:

a. Fellow Employee

Coverage does not apply to "bodily injury" to any fellow "employee" of the "insured" arising out of the operation of an "auto" owned by the "insured" in the course of the fellow "employee's" employment.

b. Care, custody or control

Coverage does not apply to "property damage" involving property owned or transported by the "insured" or in the "insured's" care, custody or control.

C. With respect to the operation of a "hired auto" and "non-owned auto", Paragraph **C. WHO IS AN INSURED** is deleted and replaced by the following:

The following are "insureds":

a. You.

b. Your "employee" while using with your permission:

(1) An "auto" you hire or borrow; or

(2) An "auto" you don't own, hire or borrow in your business or personal affairs; or

(3) An "auto" hired or rented by your "employee" on your behalf and at your direction.

c. Anyone else while using a"hired" auto" or "non-owned auto" with your permission except:

(1) The owner or anyone else from whom you hire or borrow an " auto".

(2) Someone using an "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.

(3) Anyone other than your "employees", (partners if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from an "auto".

(4) A partner (if you are a partnership), or a member (if you are a limited liability company) for an "auto" owned by him or her or a member of his or her household.

d. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

D. With respect to the operation of a "hired auto" or "non-owned auto", the following additional conditions apply:

1. OTHER INSURANCE

a. Except for any liability assumed under an "insured contract" the insurance provided by this Coverage Form is excess over any other collectible insurance.

However, if your business is the selling, servicing, repairing, parking or storage of "autos", the insurance provided by this endorsement is primary when covered "bodily injury" or "property damage" arises out of the operation of a customer's auto by you or your employee".

b. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

2. TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US

If the Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

E. With respect to the operation of a "non-owned auto":

1. The EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY Exclusion applies only to "bodily injury" to any "employee" of the insured whose employment is not subject to the Industrial Insurance Act of Washington (Washington Revised Code Title 51).

   With respect to "bodily injury" to "employees" of the insured whose employment is subject to the Industrial Insurance Act of Washington, the EMPLOYEE INDEMNIFICATION AND

EMPLOYER'S LIABILITY Exclusion is replaced by the following:

This insurance does not apply to "bodily injury" to:

(a) An "employee" of the insured arising out of and in the course of employment by the insured; or

(b) Any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the insured under an "insured contract".

F. The following definitions are added:

LIABILITY AND MEDICAL EXPENSES DEFINITIONS:

A "non-owned auto" is an "auto" you do not own including but not limited to:

1. "Hired auto" means any "auto" you lease, hire, rent or borrow; this does not include any auto you lease, hire, rent or borrow from any of your "employees", your partners (if you are a partnership), members (if you are a limited liability company), or your "executive officers" or members of their households.

This does not include a long-term leased "auto" that you insure as an owned "auto" under any other

auto liability insurance policy or a temporary substitute for an "auto" you own that is out of service because of its breakdown, repair, servicing or destruction.

2. "Non-owned auto" means any "auto" that you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes:

a. "Autos" owned by your "employees" or partners (if you are a partnership), or members (if you are a limited liability company) or your "executive officers" or members of their households but only while used in your business or your personal affairs.

b. Customer's "auto" that is in your care, custody or control for service**.**

EXTENSION SCHEDULE OF UNDERLYING INSURANCE POLICIES

This extension schedule forms a part of the policy designated in the Declarations.

Carrier, Policy Number and Policy Period:

A. SENTINEL INSURANCE COMPANY, LIMITED

52 SBA AF6217 05/30/25 TO 05/30/26

Type of Coverage	Applicable Limits
(X) Business Liability - including:	Bodily Injury and Property Damage Liability Combined
	$2,000,000 each occurrence
	$4,000,000 general aggregate
Employees as Additional Insureds Contractual Liability Limited Non-Owned Watercraft Additional Insureds Damages To Premises Rented To You	Property Damage Liability $1,000,000 each occurrence
(X) Personal and Advertising Injury	$2,000,000
(X) Products/Completed Operations	$4,000,000 Prod./Comp. Ops. aggregate
(X) Hired Auto and Non-Owned Auto	$2,000,000 Limit of Liability

B.

( ) Comprehensive Automobile Liability - Owned Automobiles	Bodily Injury Liability each person each accident Property Damage Liability each accident
( ) Non-Owned Automobiles	
( ) Hired Automobiles	Bodily Injury and Property Damage Liability Combined each accident
( ) Uninsured Motorist	each occurrence

C. THE HARTFORD 10WECBJ1LU4 05/30/25 TO 05/30/26

(X) Employer's Liability	$1,000,000 each accident* $1,000,000 each employee by disease* $1,000,000 total policy by disease*

D.

( ) Liquor Liability

An "X" marked in the box indicates the coverage is provided in the Underlying Policies.

(Note Maintenance of Underlying Insurance Condition SX 80 02 or SX 80 03)

*Except that in any jurisdiction where the amount of Employers Liability Coverage afforded by the underlying insurer is by law unlimited, the limit stated does not apply and the policy of which this extension schedule forms a part shall afford no insurance with respect to Employers Liability in such jurisdiction.

EXTENSION SCHEDULE OF UNDERLYING INSURANCE POLICIES (Continued)

POLICY NUMBER: 52 SBA AF6217

Carrier, Policy Number and Policy Period:
E.

Type of Coverage	Applicable Limits
( ) Foreign Commercial General Liability- including:	each occurrence
Personal and Advertising Injury	Personal and Advertising Injury aggregate
Products/Completed Operations	Products/Completed Operations aggregate
( ) Foreign Contingent Auto Liability	each accident
( ) Foreign Employer's Liability	each accident * each employee by disease* total policy by disease*

An "X" marked in the box indicates the coverage is provided in the Underlying Policies.

(Note Maintenance of Underlying Insurance Condition SX 80 02 or SX 80 03)

*Except that in any jurisdiction where the amount of Employers Liability Coverage afforded by the underlying insurer is by law unlimited, the limit stated does not apply and the policy of which this extension schedule forms a part shall afford no insurance with respect to Employers Liability in such jurisdiction.

2. No **Extended Reporting Period** is available to any **Insured** who is suspended or resigns from the practice of providing **Professional Services** in lieu of suspension, in any state where the **Insured** has a license or right to provide **Professional Services**.
3. There shall be no coverage for any **Claim(s)** otherwise subject to coverage under this Section VII, if there is any other insurance in effect that would apply to such **Claim(s)**.
4. No **Extended Reporting Period** is renewable.
5. The Limit of Liability applicable to any **Extended Reporting Period** shall be part of, and not in addition to, the Limit of Liability for the **Policy Period** and the fact that the coverage provided by this Policy may be extended by the purchase or availability of an **Extended Reporting Period** shall not in any way renew, replenish or increase the Aggregate Limit of Liability stated in ITEM 3 of the Declarations nor change the scope of coverage available under this Policy.
6. An offer of renewal terms, conditions or premiums different from those in effect prior to renewal shall not constitute a refusal to renew for purposes of this extension of coverage.
7. All notices and premium payments made under this Section VII shall be submitted to the Insurer by the **Named Insured**.

SECTION VIII - ORGANIZATIONAL CHANGES

Acquisition of the Named Insured

If, during the **Policy Period**, either of the following events occur:

1. the acquisition of the **Named Insured**, or of all or substantially all of its assets, by another entity; or
2. the merger or consolidation of the **Named Insured** into or with another entity such that the **Named Insured** is not the surviving entity;

then coverage under this Policy will continue in full force and effect until termination of this Policy, but only with respect to a **Claim** for a **Wrongful Act** or **Interrelated Wrongful Acts** taking place prior to such merger or acquisition. As of the effective date of the merger of acquisition, coverage under this Policy will cease with respect to **Claims** for a **Wrongful Act** or **Interrelated Wrongful Acts** taking place after such merger or acquisition. This Policy may not be cancelled after the effective time of such merger or acquisition, and the entire premium for this Policy shall be deemed fully earned as of such time.

SECTION IX - OTHER INSURANCE

If **Loss** resulting from any **Claim** is insured under any other valid and collectible professional liability, cyber liability, general liability or similar insurance to the insurance provided under this Policy, then this Policy shall apply only excess to the deductible or retention, if applicable, and limit of liability of such other insurance whether such other insurance is stated to be primary, pro rata, contributory, excess, contingent or otherwise, unless such other insurance is written specifically excess over the Limits of Liability provided in this Policy.

SECTION X - SUBROGATION

In the event of any payment under this Policy, the Insurer shall be subrogated to all of the **Insured's** rights of recovery against any person or organization, including any rights the **Insured** may have against any other **Insured** who personally participated or personally acquiesced in or remained passive after having knowledge of any dishonest, intentionally wrongful, fraudulent, criminal, or malicious act, error or omission. The **Insured** shall do whatever is necessary to secure and collect upon such right. The **Insured** shall do nothing to prejudice such rights. Provided however, if the **Insured** has waived its rights to subrogate against a third party through a written agreement made before a circumstance or **Wrongful Act** giving rise to a **Claim** or **Loss** has occurred, then the Insurer waives its rights to subrogation against such third party.

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Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 09/22/2025

Committee Agenda type: Consent

Council Meeting Date: 10/20/2025

Date Rec'd	8/26/2025		
Clerk's File #	OPR 2025-0701		
Cross Ref #			
Project #			
Submitting Dept	FACILITIES MANAGEMENT	**Bid #**	PW ITB #6408-25
Contact Name/Phone	DAVE STEELE 625-6064	**Requisition #**	CR27836
Contact E-Mail	DSTEELE@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	PDILLON MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	FACILITIES CITY HALL - BUILDING BACKUP GENERATOR REPLACEMENT -		

Agenda Wording

The City of Spokane's existing City Hall back up generator has reached its end of useful service life.

Summary (Background)

The City of Spokane's existing City Hall back up generator has reached its end of useful service life. This contract with Triumph Electric LLC at 8902 S. Stevens Creek Rd. Spokane, WA 992223 completes the replacement of the generator with an equal capacity generator. This replacement allows the City to transition to a cleaner fueled natural gas generator (replacing the existing diesel equipment). Triumph Electric LLC was the low bidder at $140,669.00. We are asking for 10% contingency in addition to the bid amount.

What impacts would the proposal have on historically excluded communities?

As a critical City service, City Hall provides services to all areas of the City.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

No data will be collected.

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

As a critical City service, City Hall provides services to all areas of the city.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Transitioning to cleaner fueled natural gas generator

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$** 153,469.88
Current Year Cost	**$** 153,469.88
Subsequent Year(s) Cost	**$** 0

Narrative

Amount		**Budget Account**
Expense	**$** 153,469.88	**#** 5904-71300-94180-56401-59015
Expense	**$** 14,066.90	**#** 5904-71300-94180-56401-59015 (Admin Reserve)
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	One-Time
Funding Source Type	Program Revenue

Is this funding source sustainable for future years, months, etc?

N/A

Expense Occurrence	One-Time

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		**Additional Approvals**	
Dept Head	TEAL, JEFFREY	**PURCHASING**	WAHL, CONNIE
Division Director	BOSTON, MATTHEW		
Accounting Manager	BUSTOS, KIM		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
keith@triumph26.com	sean@triumph26.com
khougen@spokanecity.org	tprince@spokanecity.org
kbustos@spokanecity.org	jteal@spokanecity.org
laga@spokanecity.org	klong@spokanecity.org
ewickert@spokanecity.org	facilitiesaccounting@spokanecity.org

City Clerk's No. OPR 2025-0701

City of Spokane

PUBLIC WORKS CONTRACT

GENERATOR PURCHASE AND INSTALLATION

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **TRIUMPH ELECTRIC, LLC**, whose address is 8902 Stevens Creek Road, Spokane, Washington 99223 as ("Contractor"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the purpose of this Agreement is to provide Generator Purchase and Installation with Removal and Disposal of Existing Generator; and

WHEREAS, the Contractor was selected from an PW-ITB 6408-25.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Contractor mutually agree as follows:

1. TERM OF AGREEMENT.
The term of this Agreement begins on October 15, 2025, and ends on June 30, 2026, unless amended by written agreement or terminated earlier under the provisions

2. TIME OF BEGINNING AND COMPLETION.
The Contractor shall begin the work outlined in the "Scope of Work" ("Work") on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Contractor is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Contractor's control.

3. SCOPE OF WORK.
The General Scope of Work for this Agreement is described in Contractor's Response to Invitation to Bid, which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Agreement controls.

The Work is subject to City review and approval. The Contractor shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Contractor's progress.

4. COMPENSATION / PAYMENT.
Total compensation for Contractor's services under this Agreement shall be a maximum amount not to exceed **ONE HUNDRED FORTY THOUSAND SIX HUNDRED SIXTY-NINE AND NO/100**

DOLLARS (**$140,669.00**), plus tax if applicable, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Contractor shall submit its applications for payment to City of Spokane Facilities Management Department, facilitiesdepartment@spokanecity.org, Attn: Dave Steele. All invoices should include the City Clerk's File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage Number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

5. TAXES, FEES AND LICENSES.

A. Contractor shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Contractor's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

6. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.

The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Washington State Department of Labor and Industries (L & I); and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

7. STATE PREVAILING WAGES.

The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

8. BONDS

The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a payment / performance bond on the form attached, equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.

9. PUBLIC WORKS REQUIREMENTS.
The Contractor and each subcontractor are required to fulfill the Department of Labor and Industries Public Works and Prevailing Wage Training Requirement under RCW 39.04.350. The contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify the responsibility criteria listed in RCW 39.04.350(1) for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria. This verification requirement, as well as responsibility criteria, must be included in every public works contract and subcontract of every tier.

10. CITY OF SPOKANE BUSINESS LICENSE.
Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

11. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.
No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

12. INDEMNIFICATION.
The Contractor shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity–asserted by third parties for bodily injury (including death) and/or property damage which arise from the Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Contractor's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnity, and hold the City harmless for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

13. INSURANCE.
During the period of the Agreement, the Contractor shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW:

A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of $1,000,000;

B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than $1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Agreement;

i. Acceptable supplementary Umbrella coverage in combination with Commercial General Liability policy shall be a minimum of $2M in order to meet the minimum insurance coverages required under this contract;

C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than $1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and

D. **Property Insurance** if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

There shall be no cancellation, material change, or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) or insurers authorized representative to the City. As evidence of the insurance coverages required by this Agreement, the Contractor shall furnish ACORD form insurance certificates to the City at the time it returns the signed Agreement. The certificate shall specify all of the parties who are additional insureds to the extent of Company's indemnify obligations, and include applicable blanket-form policy endorsements, including the blanket-form notice of cancellation endorsements (30days The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

14. SUBCONTRACTOR RESPONSIBILITY.
The Contractor must verify responsibility criteria for each first-tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by chapter 70.87 RCW.

15. INDEPENDENT CONTRACTOR.
The Contractor is an independent Contractor. This Agreement does not intend the Contractor to act as a City employee. The City has neither direct nor immediate control over the Contractor nor the right to control the manner or means by which the Contractor works. Neither the Contractor

nor any Contractor employee shall be an employee of the City. This Agreement prohibits the Contractor to act as an agent or legal representative of the City. The Contractor is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Contractor shall pay all income and other taxes as due.

16. ASSIGNMENT AND SUBCONTRACTING.
The Contractor shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Contractor shall incorporate by reference this Agreement, except as otherwise provided. The Contractor shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Contractor from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

17. TERMINATION.
Either party may terminate this Agreement, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.

18. STANDARD OF PERFORMANCE.
The standard of performance applicable to Contractor's services will be the degree of skill and diligence normally employed by professional contractors in the region performing the same or similar Contracting services at the time the work under this Agreement are performed.

19. ANTI KICK-BACK.
No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Agreement.

20. CONSTRUAL.
The Contractor acknowledges receipt of a copy of the Agreement documents and agrees to comply with them. The silence or omission in the Agreement documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.

21. DEBARMENT AND SUSPENSION.
The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

22. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.
The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Agreement.

The Contractor guarantees and warranties all work, labor and materials under this Agreement for two (2) years following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Agreement. This warranty is in addition to any manufacturers' or other warranty in the Agreement documents.

23. REMEDIES.

In the event of a breach by either party, of any of their obligations under this Agreement, each party, in addition to being entitled to exercise all rights granted by law and under this Agreement, including recovery of damages, will be entitled to seek specific performance of its rights under this Agreement. The parties agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach of any of the provisions of this Agreement and hereby further agree that, in the event of any action for specific performance in respect of such breach, it shall waive the defense that a remedy at law would be adequate.

24. MISCELLANEOUS PROVISIONS.

A. **Amendments/Modifications**: The City may modify this Agreement and order changes in the work whenever necessary or advisable. The Contractor may accept modifications when ordered in writing by the City, and the Agreement time and compensation will be adjusted accordingly.

B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.

C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.

D. **Captions**: The titles of sections or subsections are for convenience only and do not define or limit the contents.

E. **Severability**: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

F. **Waiver**: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

G. **Entire Agreement**: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.

H. **No personal liability**: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed

or implied, nor for any statement or representation made or in any connection with this Agreement.

I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are ***public records*** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Agreement by having legally-binding representatives affix their signatures below.

TRIUMPH ELECTRIC, LLC	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments that are part of this Agreement:
Payment / Performance Bond
Exhibit A – Debarment Certification
Exhibit B - Contractor's Response to Invitation to Bid
25-180

PAYMENT / PERFORMANCE BOND

We, TRIUMPH ELECTRIC, LLC , as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE HUNDRED FORTY THOUSAND SIX HUNDRED SIXTY-NINE AND NO/100 DOLLARS ($140,669.00)**, plus tax if applicable , for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the Generator Purchase and Installation with Removal and Disposal of Existing Generator; PW-ITB 6408-25. . If the principal shall:

A. promptly and faithfully perform the Contract and any contractual guaranty, and indemnify and hold harmless the City from all loss, damage, or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and

B. comply with all federal, state and local laws and regulations; and

C. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors, and pay all taxes and contributions, increases and penalties as authorized by law;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the contract or this bond, shall be conclusive against the principal and the Surety, as to the amount of damages, and liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____.

TRIUMPH ELECTRIC, LLC,
AS PRINCIPAL

By: _____
Title: _____

A valid POWER OF ATTORNEY
for the Surety's agent must
accompany this bond.

_____
AS SURETY

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that_____ _____signed this document; on oath stated that he/she was authorized to sign the document and acknowledged it as the agent or representative of the named surety company which is authorized to do business in the State of Washington, for the uses and purposes therein mentioned.

DATED: _____ _____
Signature of Notary Public

My appointment expires _____

Approved as to form:

_____
Assistant City Attorney

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
   b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
   c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
   d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

   Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

   1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

   2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. I understand that a false statement of this certification may be grounds for termination of the contract.

Name of Subrecipient / Contractor / Consultant (Type or Print)	Program Title (Type or Print)
Name of Certifying Official (Type or Print) Title of Certifying Official (Type or Print)	Signature Date (Type or Print)

EXHIBIT B

Bid Response Summary

Bid Number	PW ITB 6408-25
Bid Title	Generator Purchase and Installation with Removal and Disposal of Existing Generator
Due Date	Monday, July 14, 2025 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status	Closed to Bidding
Company	Triumph Electric
Submitted By	Sean Vinson - Monday, July 14, 2025 11:50:27 AM [(UTC-08:00) Pacific Time (US & Canada)] seanv@triumph26.com 5099511017
Comments	

Question Responses

Group	Reference Number	Question	Response
GENERAL INFORMATION			
	CONTRACTOR'S REPRESENTATIONS	The Contractor by making its Bid represents that it has read and understands the specifications; and has visited the site and familiarized itself with the local conditions under which the Work is to be performed.	I acknowledge and agree
	AWARD OF CONTRACT	Award of contract, when made by the City, will be to the low responsive-responsible bidder based on cost. Unsuccessful Contractors will not automatically be notified of results.	I acknowledge and agree
	CONTRACT RENEWALS	Contract renewals or extensions may be initiated by the City of Spokane, subject to mutual agreement	I acknowledge and I agree
	EXECUTION OF CONTRACT	Within ten (10) days of contract award the Contractor shall sign and return to the City an executed copy of the contract unless otherwise mutually agreed by the City and Contractor.	I acknowledge and I agree
	GUARANTEE	The Contractor guarantees all work, labor and materials for five (5) years following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply to work which has been abused or neglected by the City.	I acknowledge and I agree
	PAYMENT	Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.	I acknowledge and agree
	REJECTION OF BIDS	The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in the Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Invitation to Bids, at the prices shown.	I acknowledge and agree
	CONTRACTOR REGISTRATION	The Contractor shall be a Washington State registered or licensed Contractor at time of Bid submittal.	I acknowledge and agree
	COMPLETION TIME	The bidder agrees to start the work under this contract within ten (10) days of the Notice to Proceed and sign panels shall be substantially completed by December 31, 2025.	I acknowledge and I agree

	LIQUIDATED DAMAGES	In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of zero ($0.00) per calendar day until the work is satisfactorily completed.	I acknowledge and agree	
	MISCELLANEOUS DOCUMENTATION UPLOAD	Upload any additional documentation here. You can only upload one document so if you have more than one page - combine them into one page before uploading.		
PUBLIC WORKS REQUIREMENTS				
	1.	The work under this contract constitutes a public work under state law.	I acknowledge and agree	
	2.	Payment/performance bonds will be required.	I acknowledge and agree	
	PERFORMANCE BONDS	The Contractor shall furnish, at its sole expense, a performance and payment bond equal to one hundred percent (100%) of the contract price. The bond shall insure faithful and complete performance of the contract and payment of all obligations to laborers and material men arising from the Project. The bond shall be executed by a Surety company authorized to do business in Washington State, and shall remain in effect for one (1) year following final acceptance of the work. Unless approved by the City, the Surety's name shall appear on the United States Treasury Department's list of authorized Sureties - Circular 570. On contracts of $150,000.00 or less, in lieu of a surety bond, at the request of the Contractor, the City may retain ten percent (10%) of the contract price for a minimum of forty five (45) days following final acceptance, or until receipt of all releases and settlement of liens, whichever is later, in accord with RCW 39.08010.	I acknowledge and agree	
	3.	Statutory retainage will be required	I acknowledge and I understand	
	RETAINAGE	Pursuant to chapter 60.28 RCW, the City will retain five percent (5%) (or ten percent (10%) at Contractor's request) from the monies earned by the Contractor. This Retainage shall be held as a trust fund for the protection and payment: (1) to the State of taxes and fees owed by the Contractor; and (2) of any person, mechanic, subcontractor or material man who performs labor or furnishes any supplies toward the Work. Release of Retainage will be made at a minimum of forty five (45) days following final acceptance of Work; provided the following conditions are met:	I acknowledge and I agree	
	RETAINAGE	a. The City has received from the Contractor and each subcontractor a copy of the "Statement of Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid", approved by the State Department of Labor and Industries (L&I). b. On Contracts greater than $35,000, the City has received releases from the State Departments of Revenue (DOR), Labor & Industries and Employment Security. c. No claims, as provided by law, have been filed against the retainage In the event a claim is filed, the Contractor shall be paid a portion of the Retainage, which is less than the amount sufficient to pay the claim and potential legal costs.	I acknowledge and I agree	

	4.	The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L & I).	I acknowledge and I understand
	5.	The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries: https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx. Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is July 14, 2025.	I acknowledge and I understand
	6.	If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages.	I acknowledge and I understand
	7.	The Contractor and any subcontractors will submit a □Statement of Intent to Pay Prevailing Wages□ certified by the industrial statistician of the Department of Labor and Industries, prior to any work or payments. The □Statement of Intent to Pay Prevailing Wages□ shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Prior to payment of funds held under RCW 39.12.040, the Contractor and subcontractors must submit an □Affidavit of Wages Paid□ certified by the industrial statistician annually for all work completed within the previous twelve-month period of the unit priced contract (RCW 35.22.620).	I acknowledge and I understand
	8.	The Contractor is responsible for payment of fees for the approval of "Statements of Intent to Pay Prevailing Wages" and "Affidavits of Wages Paid" and shall make all applications directly to L&I.	I acknowledge and I understand
	9.	As of July 1, 2019 contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020	I acknowledge and I understand
TECHNICAL REQUIREMENTS			

	SCOPE OF WORK	• Contractor shall remove and properly dispose of the existing 200 KW diesel (350A) (277/480V) 3 phase 4 wire generator in the basement of Spokane City Hall located at 808 W Spokane Falls Blvd, Spokane, WA 99201. • Contractor shall provide and install 'like for like' direct replacement 200 KW natural gas (350A) (277/480V) 3 phase 4 wire generator in the basement of Spokane City Hall. • Contractor shall install all equipment and products per manufacturer's specifications. • Contractor shall be responsible for confirming that the selected replacement generator fits in the existing generator room with no necessary alterations to the structure or to the access route to the generator room. • Contractor shall program exerciser on generator per City Facilities direction. • Contractor shall replace (2) existing 200A 277/480V 3 phase 4 wire transfer switches with (2) new like for like transfer switches. • Contractor shall replace existing emergency generator annunciator in first floor mechanical room. • Contractor shall replace emergency generator annunciator in basement fire alarm room of City Hall. • Contractor shall provide a minimum 5-year material and workmanship warranty. • Contractor shall provide full commissioning for the new generator for warranty and shall provide all warranty certificates available for installed equipment.	I acknowledge and I agree
	a.	What is the delivery timeline for the materials/equipment needed for this project?	21 weeks from date release
GENERAL REQUIREMENTS			
	INTENT OF SPECIFICATIONS	The apparent silence or omission in the specifications as to any detail of the Work to be done or materials to be furnished means that the region's best general practice shall prevail, and that material and workmanship of the best quality shall be used. The specifications shall be interpreted on this basis.	I acknowledge and agree
	WASHINGTON STATE RETAIL SALES TAX	A. GENERAL CONSTRUCTION. Retail sales tax, when applicable, will be paid as a separate item, and shall not be included in the Bid price. Sales tax shall be added on the amount due the Contractor and the Contractor shall be responsible for making payment to the State. The City reserves the right to claim an exemption authorized by law.	I acknowledge and agree
	WASHINGTON STATE RETAIL SALES TAX	B. PUBLIC STREET IMPROVEMENTS. If the technical requirements in the specifications indicate that all or a portion of the Work is a "public street improvement" as defined by state law, the Contractor shall include all contractor-paid taxes, including use taxes on materials in its Bid price. The City will NOT pay retail sales tax as a separate item.	I acknowledge and agree
	PERMITS	Contractor shall be responsible for all permits, signage, equipment, materials and labor, demolition, dust control, reinstallation of all fixtures as needed, and clean up to complete this work in accordance with industry standards governing this type of work.	I acknowledge and agree

	SUBCONTRACTORS	The Contractor shall not award any portion of the Work to any subcontractor without the City's prior approval. The Contractor shall be fully responsible to the City for the acts, errors and omissions of its subcontractors. No contractual relationship shall be created between any subcontractor and the City.	I acknowledge and agree	
	INSURANCE	During the term of the Contract, the Contractor shall maintain in force at its own expense, the below insurance coverage(s):	I acknowledge and agree	
	INSURANCE	a. Worker's Compensation Insurance in compliance with RCW 51.12.020 which requires subject employers to provide worker's compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of $1,000,000.00.	I acknowledge and agree	
	INSURANCE	b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than $1,000,000.00 for bodily injury and property damage. It shall include premises and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the indemnity provided under the contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under the contract; i. Acceptable supplementary Umbrella insurance coverage, combined with the Contractor's General Liability Insurance policy must be a minimum of $2,000,000.00 in order to meet the insurance coverages required under this Contract;	I acknowledge and agree	
	INSURANCE	c. Property Insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies or the completed value of the improvement. Hazard or XCU (Explosion, Collapse, Underground) Insurance should be provided if any hazard exists; and	I acknowledge and agree	
	INSURANCE	d. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than $1,000,000.0 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.	I acknowledge and agree	
	INSURANCE	There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) upon request by the City. The certificate shall specify the City of Spokane as “Additional Insured” specifically for Company’s services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.	I acknowledge and agree	
BID				

	BIDDER'S DECLARATION	The Bidder submitting this bid certifies that it has examined the site, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by submitting this bid proposal it has acknowledged all bid requirements and certifications contained herein.	I acknowledge and I agree
	BID PRICE IS COMPLETE	Bidder acknowledges that the bid price indicated on the Pricing Page includes ALL expenses with regard to this project. No other costs will be allowed over and above the bid price.	I acknowledge and I agree
	CONTRACTOR RESPONSIBILITY	Washington State Contractor's Registration Number	TRIUMEL819MA
	CONTRACTOR RESPONSIBILITY	U.B.I. Number	604-430-435
	CONTRACTOR RESPONSIBILITY	Washington Employment Security Department Number	000-822300-00-5
	CONTRACTOR RESPONSIBILITY	Washington Excise Tax Registration Number	604-430-435
	CONTRACTOR RESPONSIBILITY	City of Spokane Business Registration Number	604430435-001-0001
	ADDENDA	Bidder acknowledges receipt of _____ addenda and agrees that their requirements have been included in this bid proposal.	1
	MISCELLANEOUS	The firm agrees that its Bid will NOT be withdrawn for a minimum of sixty (60) calendar days after the stated submittal date.	I acknowledge and I agree
	MISCELLANEOUS	For contracts up to $150,000.00 including tax, the Contractor may request a 10 percent (10%) retainage in lieu of bond.	No
	MISCELLANEOUS	If this project is less than $150,000 - does contract request 10% retainage in lieu of bond?	No
	MISCELLANEOUS	The bidder submitting this response hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48 or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgement entered by a court of limited or general jurisdiction. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.	I acknowledge and I agree
	MISCELLANEOUS	Individual's Name, Company Name, Address, Email Address & Phone Number for individual/company submitting this bid response.	Sean Vinson seanv@triumph26.com 509-270-8624 Triumph Electric LLC 8902 S Stevens Creek Rd Spokane WA 99223
	MISCELLANEOUS	Name and Email Address for individual authorized to sign a contract.	Keith Yaden keith@triumph26.com
	1	Please complete the Bid Proposal document in the 'Documents' tab and upload here.	Bid Proposal.pdf

	2	The bid shall be accompanied by a bid bond bound to the City of Spokane, in an amount of not less than five percent (5%) of the total bid amount. Bid bonds must be by a surety company authorized to do business as a surety in Washington State. If the bidder is awarded the contract and fails to enter into a construction contract and/or furnish payment/performance bond(s) and proof of insurance within the required time period, the bid security shall be forfeited to the City of Spokane. Please upload your bid bond here (blank form available under the 'Documents' tab).	Bid Bond.pdf
	3	If subcontractors will be used, please download the 'Subcontractor List' document from the 'Documents' tab, complete, and upload the completed document here. If subcontractors will be used, failure to upload the completed list may result in a non-responsive determination to this request.	PW ITB# 6408-25 Subcontractor List under $1M Form.docx
	4	Optional – Complete ahead of time and upload "Supplemental Bidder Responsibility Criteria and Work Experience Form" Upload Here. If not uploaded here, after bid opening and prior to award, the apparent low bidder, or contacted bidders, shall complete, sign and submit this form with attached documentation within twenty four (24) hours of notification.	
	5	PROPRIETARY LANGUAGE: Materials submitted in response to this competitive procurement shall become the property of the City. All received Proposals shall remain confidential until the award of contract recommendation has been filed with the applicable Council Committee or the City Clerk for City Council action. Thereafter, the Proposals shall be deemed public records as defined in RCW 42.56, "Public Records." Any information in the Proposal that the Proposer desires to claim as proprietary and thus exempt from disclosure under the provisions of existing state law, shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on it. Marking the entire Proposal exempt from disclosure will not be honored. The City will consider a Proposer's request for exemption from disclosure; however, the City will make a decision predicated upon state law and regulations. If any information is marked as proprietary in the Proposal, it will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure.	I understand and I agree
TERMS & CONDITIONS			
	#1	Bidder accepts has read and acknowledges compliance with Terms and Conditions located in the Documents area of this project. If answer is "I do not acknowledge and I do not agree", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.	I acknowledge and I agree
	#2	Describe exceptions to Terms & Conditions if you marked "I do not acknowledge and I do not agree" above.	

Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment
BID								
	#1	Generator Purchase and Installation at Spokane City Hall with Removal and Disposal of Existing Generator	Base	Lump Sum	1.00	$140,669.00	$140,669.00	
	#2	9.1% Sales Tax	Base	ea	1.00	$12,800.88	$12,800.88	
Total Base Bid	$153,469.88							

License Information:

New search Back to results

Entity name: TRIUMPH ELECTRIC, LLC

Business name: TRIUMPH ELECTRIC LLC

Entity type: Limited Liability Company

UBI #: 604-430-435

Business ID: 001

Location ID: 0001

Location: Active

Location address: 8902 S. STEVENS CR.RD.
SPOKANE WA 99223

Mailing address: 8902 S. STEVENS CR.RD.
SPOKANE WA 99223

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Cheney General Business - Non-Resident				Active	May-31-2026	Mar-16-2022
Spokane General Business - Non-Resident				Active	May-31-2026	Jul-15-2019

Owners and officers on file with the Department of Revenue

Owners and officers	Title
LUHR, CHAD	
YADEN, KEITH	

Registered Trade Names

Registered trade names	Status	First issued
TRIUMPH ELECTRIC LLC	Active	Jul-05-2019

The Business Lookup information is updated nightly. Search date and time: 7/28/2025 2:56:21 PM

Contact us

How are we doing?
Take our survey!

Don't see what you expected?
Check if your browser is supported

STATE OF WASHINGTON

Department of Labor & Industries

Certificate of Workers' Compensation Coverage

July 29, 2025

WA UBI No.	604 430 435
L&I Account ID	689,430-00
Legal Business Name	TRIUMPH ELECTRIC LLC
Doing Business As	TRIUMPH ELECTRIC LLC
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Pending current quarter filing
Account Representative	Employer Services Help Line, (360) 902-4817
Licensed Contractor?	Yes
License No.	TRIUMEL819MA
License Expiration	07/01/2027

What does "Estimated Workers Reported" mean?

Estimated workers reported represents the number of full time position requiring at least 480 hours of work per calendar quarter. A single 480 hour position may be filled by one person, or several part time workers.

Industrial Insurance Information

Employers report and pay premiums each quarter based on hours of employee work already performed, and are liable for premiums found later to be due. **Industrial insurance accounts have no policy periods, cancellation dates, limitations of coverage or waiver of subrogation** (See RCW 51.12.050 and 51.16.190).

INSURANCE COVERAGE REDUCTION REQUEST
Submitted with contract request form

The Contractor/Vendor for Contract OPR No. Generator Replacement at City Hall requests the waiver/reduction of:

Insurance Waiver or Reduction Request

Contract OPR No. Generator Replacement at City Hall requires Property (list type of insurance) in the amount of $ 1,000,000. I am requesting this insurance coverage be waived or reduced to $ 0 for the following reasons:
The contractor will not be storing items on site during the project.

KEITH YADEN 8/6/2025
Contractor/Vendor Signature Date

Approval by City of Spokane Director of Risk Management

Stephanie Puckett 8/6/2025
Director of Risk Management Signature Date

Name of Contractor/Vendor: Triumph Electric LLC

TRIUELE-03 BGARCIA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/29/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hub International Northwest LLC PO Box 3144 Spokane, WA 99220	CONTACT NAME: Devin Bland PHONE (A/C, No, Ext): (509) 545-3800 FAX (A/C, No): (509) 547-7960 E-MAIL ADDRESS: Devin.bland@hubinternational.com
INSURED Triumph Electric, LLC 8902 S Stevens Creek Rd Spokane, WA 99223	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Cincinnati Indemnity Company — 23280 INSURER B : Certain Underwriters at Lloyds INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	X	X	EPP0543152	7/1/2025	7/1/2028	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG WA STOP GAP	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	EBA0543152	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			EPP0543152	7/1/2025	7/1/2028	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
B	Professional/Poll			PF02098A24	7/8/2025	7/8/2026	Ded: $10,000	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: PW ITB 6408-25 Generator Purchase and Installation

Additional Insured if required in written contract to City of Spokane as respects liability. Waiver of subrogation applies. Policy forms attached.

CERTIFICATE HOLDER

City of Spokane
808 West Spokane Falls Blvd
Spokane, WA 99201-3343

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS AND AUTOMATIC WAIVER OF SUBROGATION WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT, PERMIT OR AUTHORIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Contract Or Agreement With You

1. Section II - Who Is An Insured is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for:

a. "Bodily injury", "property damage" or "personal and advertising injury" *caused, in whole or in part, by* the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project; and

b. "Bodily injury" or "property damage" *caused, in whole or in part, by* "your work" performed under that written contract or written agreement and included in the "products-completed operations hazard", but only if:

(1) The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and

(2) The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured endorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the “products-completed operations hazard”, this Paragraph **b.** does not apply to that person or organization.

2. If the written contract or written agreement described in Paragraph **1.** above specifically requires you to provide additional insured coverage to that person or organization:

a. *Arising out of* your ongoing operations or *arising out of* "your work"; or

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b. By way of an edition of an ISO additional insured endorsement that includes *arising out of* your ongoing operations or *arising out of* "your work";

then the phrase *caused, in whole or in part, by* in Paragraph **A.1.a.** and/or Paragraph **A.1.b.** above, whichever applies, is replaced by the phrase *arising out of*.

3. With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

a. The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

4. This Paragraph **A.** does not apply to additional insureds described in Paragraph **B.**

B. Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Automatic Status When Required In Written Permits Or Authorizations

1. Section II - Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued, in writing, a permit or authorization.

2. With respect to the insurance afforded to the additional insureds described in Paragraph **B.1.**, the following additional exclusions apply:

This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

C. The insurance afforded to additional insureds described in Paragraphs **A.** and **B.**:

1. Only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and

3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

D. With respect to the insurance afforded to the additional insureds described in Paragraphs **A.** and **B.**, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract, written agreement, written permit or written authorization described in Paragraphs **A.** and **B.** For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella Liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

E. Section IV - Commercial General Liability Conditions is amended to add the following:

Automatic Additional Insured Provision

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This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

1. During the policy period; and

2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs **A.** and **B.**

F. Except when **G.** below applies, the following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

When Other Additional Insured Coverage Applies On An Excess Basis

This insurance is primary to other insurance available to the additional insured described in Paragraphs **A.** and **B.** except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions**, **Other Insurance**, **b. Excess Insurance**; or

2. For any other valid and collectible insurance available to the additional insured as an additional insured on another insurance policy that is written on an excess basis. In such case, this insurance is also excess.

G. The following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

H. **Section IV - Commercial General Liability Conditions, Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

Waiver of Subrogation

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Endorsement - Table of Contents:

Coverage:	Begins on Page:
1. Employee Benefit Liability Coverage	3
2. Unintentional Failure To Disclose Hazards	9
3. Damage To Premises Rented To You	9
4. Supplementary Payments	10
5. Medical Payments	10
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B. Limits Of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: $1,000,000
Aggregate Limit: $3,000,000
Deductible Amount: $ 1,000

3. Damage To Premises Rented To You

The lesser of:

a. The Each Occurrence Limit shown in the Declarations; or

b. $500,000 unless otherwise stated $ _____

4. Supplementary Payments

a. Bail Bonds: $ 2,500

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b. Loss Of Earnings: $ 500

5. Medical Payments

Medical Expense Limit: $ 10,000

9. Property Damage To Borrowed Equipment

Each Occurrence Limit: $10,000
Deductible Amount: $ 250

16. Voluntary Property Damage Coverage (Coverage **a.**) **And Care, Custody Or Control Liability Coverage** (Coverage **b.**)

Limits Of Insurance
Coverage **a.**
$1,000 Each Occurrence
$5,000 Aggregate
Coverage **b.** $5,000 Each Occurrence unless otherwise stated $ _____

Deductible Amount (Each Occurrence)
Coverage **a.** $250
Coverage **b.** $250 unless otherwise stated $ _____

COVERAGE	PREMIUM BASIS **(a)** Area **(b)** Payroll **(c)** Gross Sales **(d)** Units **(e)** Other	RATE (For Limits in Excess of $5,000)	ADVANCE PREMIUM (For Limits in Excess of $5,000)
b. Care, Custody Or Control			**$**
TOTAL ANNUAL PREMIUM			**$**

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C. Coverages

1. Employee Benefit Liability Coverage

a. The following is added to **Section I - Coverages:**

Employee Benefit Liability Coverage

(1) Insuring Agreement

(a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

1) The amount we will pay for damages is limited as described in **Section III - Limits Of Insurance**; and

2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments**.

(b) This insurance applies to damages only if the act, error or omission, is negligently committed in the "administration" of your "employee benefit program"; and

1) Occurs during the policy period; or

2) Occurred prior to the "first effective date" of this endorsement provided:

a) You did not have knowledge of a claim or "suit" on or before the "first effective date" of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any "authorized representative";

i) Reports all, or any part, of the act, error or omission to us or any other insurer;

ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and

b) There is no other applicable insurance.

(2) Exclusions

This insurance does not apply to:

(a) Bodily Injury, Property Damage Or Personal And Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

(b) Dishonest, Fraudulent, Criminal Or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

(c) Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

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(d) Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

(e) Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any claim based upon:

1) Failure of any investment to perform;

2) Errors in providing information on past performance of investment vehicles; or

3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(f) Workers' Compensation And Similar Laws

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(g) ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

(h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) Employment-Related Practices

Any liability arising out of any:

(1) Refusal to employ;

(2) Termination of employment;

(3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment - related practices, acts or omissions; or

(4) Consequential liability as a result of **(1)**, **(2)** or **(3)** above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) Supplementary Payments

Section I - Coverages, Supplementary Payments - Coverages A And B also apply to this Coverage.

b. Who Is An Insured

As respects **Employee Benefit Liability Coverage**, **Section II - Who Is An Insured** is replaced by the following:

(1) If you are designated in the Declarations as:

(a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

(b) A partnership or joint venture, you are an insured. Your members, your part-

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ners, and their spouses are also insureds but only with respect to the conduct of your business.

(c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

(d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

(e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

(2) Each of the following is also an insured:

(a) Each of your "employees" who is or was authorized to administer your "employee benefit program";

(b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed; or

(c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

(3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:

(a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

(b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits Of Insurance

As respects **Employee Benefit Liability Coverage**, **Section III - Limits Of Insurance** is replaced by the following:

(1) The Limits of Insurance shown in Section **B. Limits Of Insurance**, **1. Employee Benefit Liability Coverage** and the rules below fix the most we will pay regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought;

(c) Persons or organizations making claims or bringing "suits";

(d) Acts, errors or omissions; or

(e) Benefits included in your "employee benefit program".

(2) The Aggregate Limit shown in Section **B. Limits Of Insurance**, **1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

(3) Subject to the limit described in **(2)** above, the Each Employee Limit shown in Section **B. Limits Of Insurance**, **1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

(a) An act, error or omission; or

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(b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions;

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

(4) Deductible Amount

(a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the Deductible Amount stated in the Declarations as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.

(b) The Deductible Amount stated in the Declarations applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

(c) The terms of this insurance, including those with respect to:

1) Our right and duty to defend the insured against any "suits" seeking those damages; and

2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim;

apply irrespective of the application of the Deductible Amount.

(d) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as we have paid.

d. Additional Conditions

As respects **Employee Benefit Liability Coverage, Section IV - Commercial General Liability Conditions** is amended as follows:

(1) Item **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** is replaced by the following:

2. Duties In The Event Of An Act, Error Or Omission, Or Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:

(1) What the act, error or omission was and when it occurred; and

(2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers re-

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ceived in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

(2) Item **5. Other Insurance** is replaced by the following:

5. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **c.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **b.** below.

b. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

c. No Coverage

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Coverage Part.

e. Additional Definitions

As respects **Employee Benefit Liability Coverage, Section V - Definitions** is amended as follows:

(1) The following definitions are added:

1. "Administration" means:

a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";

b. Interpreting the "employee benefit programs";

c. Handling records in connection with the "employee benefit programs"; or

d. Effecting, continuing or terminating any "employee's" participation in

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any benefit included in the "employee benefit program".

However, "administration" does not include:

a. Handling payroll deductions; or

b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.

2. "Cafeteria plans" means plans authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.

3. "Employee benefit programs" means a program providing some of all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:

a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;

b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;

c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and

d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

4. "First effective date" means the date upon which coverage was first effected in a series of uninterrupted renewals of insurance coverage.

(2) The following definitions are deleted in their entirety and replaced by the following:

8. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

21. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or

c. An appeal of a civil proceeding.

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2. Unintentional Failure To Disclose Hazards

Section IV - Commercial General Liability Conditions, 7. Representations is amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. Damage To Premises Rented To You

a. The last Paragraph of **2. Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions **c.** through **q.** do not apply to "property damage" by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner, for which the amount we will pay is limited to the **Damage To Premises Rented To You** Limit as described in **Section III - Limits Of Insurance.**

b. The insurance provided under **Section I - Coverage A - Bodily Injury And Property Damage Liability** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

(1) As respects Water Damage Legal Liability, as provided in Paragraph **3.b.** above:

The exclusions under **Section I - Coverage A - Bodily Injury And Property Damage Liability**, **2. Exclusions**, other than **i. War** and the **Nuclear Energy Liability Exclusion (Broad Form)**, are deleted and the following are added:

This insurance does not apply to:

(a) "Property damage":

(i) Assumed in any contract or agreement; or

(ii) Caused by or resulting from any of the following:

1) Wear and tear;

2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

3) Smog;

4) Mechanical breakdown, including rupture or bursting caused by centrifugal force;

5) Settling, cracking, shrinking or expansion;

6) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals; or

7) Presence, growth, proliferation, spread or any activity of fungus, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi.

(b) "Property damage" caused directly or indirectly by any of the following:

(i) Earthquake, volcanic eruption, landslide or any other earth movement;

(ii) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;

(iii) Water under the ground surface pressing on, or flowing or seeping through:

1) Foundations, walls, floors or paved surfaces;

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2) Basements, whether paved or not; or

3) Doors, windows or other openings.

(c) "Property damage" caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, fire protection systems, or other equipment, caused by or resulting from freezing, unless:

(i) You did your best to maintain heat in the building or structure; or

(ii) You drained the equipment and shut off the water supply if the heat was not maintained.

(d) "Property damage" to:

(i) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or

(ii) The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

c. Limit Of Insurance

With respect to the insurance afforded in Paragraphs **3.a.** and **3.b.** above, the **Damage To Premises Rented To You** Limit as shown in the Declarations is amended as follows:

(1) Paragraph **6.** of **Section III - Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the **Damage To Premises Rented To You** Limit is the most we will pay under **Coverage A - Bodily Injury And Property Damage Liability** for damages because of "property damage" to any one premises:

a. While rented to you, or temporarily occupied by you with permission of the owner;

b. In the case of damage by fire, explosion, lightning, smoke or soot, while rented to you; or

c. In the case of damage by water, while rented to and occupied by you.

(2) The most we will pay is limited as described in Section **B. Limits Of Insurance**, **3. Damage To Premises Rented To You** of this endorsement.

4. Supplementary Payments

Under **Section I - Supplementary Payments - Coverages A And B:**

a. Paragraph **2.** is replaced by the following:

Up to the limit shown in Section **B. Limits Of Insurance**, **4.a.** Bail Bonds of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

b. Paragraph **4.** is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in Section **B. Limits Of Insurance**, **4.b.** Loss Of Earnings of this endorsement per day because of time off from work.

5. Medical Payments

The Medical Expense Limit of Any One Person as stated in the Declarations is amended to the limit shown in Section **B. Limits Of Insurance, 5. Medical Payments** of this endorsement.

6. 180 Day Coverage For Newly Formed Or Acquired Organizations

Section II - Who Is An Insured is amended as follows:

Subparagraph **a.** of Paragraph **3.** is replaced by the following:

a. Insurance under this provision is afforded only until the 180th day after

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you acquire or form the organization or the end of the policy period, whichever is earlier;

7. Waiver Of Subrogation

Section IV - Commercial General Liability Conditions, 9. Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract or agreement with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

8. Automatic Additional Insured - Specified Relationships

a. The following is added to **Section II - Who Is An Insured**:

(1) Any person(s) or organization(s) described in Paragraph **8.a.(2)** of this endorsement (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of a written contract, written agreement, written permit or written authorization.

(2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

(a) Managers Or Lessors Of Premises

The manager or lessor of a premises leased to you with whom you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

(i) Any "occurrence" which takes place after you cease to be a tenant in that premises;

(ii) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(b) Lessor Of Leased Equipment

Any person or organization from whom you lease equipment when you and such person(s) or organization(s) have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance. Such person(s) or organization(s) are insureds only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends. However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(c) Vendors

Any person or organization (referred to below as vendor) with whom you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the

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vendor's business, subject to the following additional exclusions:

(i) The insurance afforded the vendor does not apply to:

1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

2) Any express warranty unauthorized by you;

3) Any physical or chemical change in the product made intentionally by the vendor;

4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

a) The exceptions contained in Paragraphs **(c) (i) 4)** or **6)** of this endorsement**;** or

b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(ii) This insurance does not apply to any insured person or organization:

1) From whom you have acquired such products, or any ingredient, part

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or container, entering into, accompanying or containing such products; or

2) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.

(d) State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises

Any state or governmental agency or subdivision or political subdivision with which you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

(i) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

(ii) The construction, erection or removal of elevators; or

(iii) The ownership, maintenance or use of any elevators covered by this insurance.

(e) Mortgagee, Assignee Or Receiver

Any person or organization with whom you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you. However, this insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

(3) The insurance afforded to additional insureds described in Paragraph **8.a.(1)** of this endorsement:

(a) Only applies to the extent permitted by law; and

(b) Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and

(c) Does not apply to any person, organization, vendor, state, governmental agency or subdivision or political subdivision, specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part, provided such other provision or endorsement covers the injury or damage for which this insurance applies.

b. With respect to the insurance afforded to the additional insureds described in Paragraph **8.a.(1)** of this endorsement, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

(1) Required by the written contract, written agreement, written permit or written authorization described

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in Paragraph **8.a.(1)** of this endorsement; or

(2) Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

c. Section IV - Commercial General Liability Conditions is amended to include the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

(1) During the policy period; and

(2) Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraph **8.a.(1)**.

d. Section IV - Commercial General Liability Conditions is amended as follows:

Condition **5. Other Insurance** is amended to include:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured per Paragraph **8.a.(1)** of this endorsement provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract, agreement, permit or authorization described in **8.a.(2)** of this endorsement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

9. Property Damage To Borrowed Equipment

a. The following is added to **Exclusion 2.j. Damage To Property** under **Section I - Coverage A - Bodily Injury And Property Damage Liability:**

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

(1) The Limits of Insurance shown in the Declarations are replaced by the limits designated in Section **B. Limits Of Insurance**, **9. Property Damage To Borrowed Equipment** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced**.** The Limits of Insurance shown in Section **B. Limits Of Insurance**, **9. Property Damage To Borrowed Equipment** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought; or

(c) Persons or organizations making claims or bringing "suits".

(2) Deductible Clause

(a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount stated in Section **B. Limits Of Insurance**, **9. Property Damage To Borrowed Equipment** of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.

(b) Section IV - Commercial General Liability Conditions, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit, applies to each claim or "suit" irrespective of the amount.

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(c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

10. Employees As Insureds - Specified Health Care Services And Good Samaritan Services

Paragraph **2.a.(1)(d)** under **Section II - Who Is An Insured** does not apply to:

a. Your "employees" who provide professional health care services on your behalf as a duly licensed nurse, emergency medical technician or paramedic in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place; or

b. Your "employees" or "volunteer workers", other than an employed or volunteer doctor, providing first aid or good samaritan services during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

11. Broadened Notice Of Occurrence

Paragraph **a.** of Condition **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions** is replaced by the following:

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to an "authorized representative".

12. Nonowned Aircraft

The following is added to **Exclusion 2.g. Aircraft, Auto Or Watercraft** under **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

This exclusion does not apply to an aircraft you do not own, provided that:

a. The pilot in command holds a current effective certificate, issued by a duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

b. The aircraft is rented with a trained, paid crew; and

c. The aircraft does not transport persons or cargo for a charge.

13. Bodily Injury Redefined

Section V - Definitions, 4. "Bodily injury" is replaced by the following:

4. "Bodily injury" means bodily harm or injury, sickness, disease, disability, humiliation, shock, fright, mental anguish or mental injury, including care, loss of services or death resulting from any of these at any time.

14. Expected Or Intended Injury Redefined

The last sentence of **Exclusion 2.a. Expected Or Intended Injury** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

15. Former Employees As Insureds

The following is added to Paragraph **2.** under **Section II - Who Is An Insured:**

2. Each of the following is also an insured:

Any of your former "employees", directors, managers, members, partners or "executive officers", including but not limited to retired, disabled or those on leave of absence, but only for acts within the scope of their employment by you or for duties related to the conduct of your business.

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16. Voluntary Property Damage Coverage

a. Coverage D - Voluntary Property Damage Coverage

Section I - Coverages is amended to include the following:

(1) Insuring Agreement

(a) We will pay the cost to repair or replace "property damage" to property of others arising out of operations incidental to your business when:

1) Damage is caused by you; or

2) Damage occurs while in your possession.

At your written request, we will make this payment regardless of whether you are at fault for the "property damage".

If you, at our request, replace, or make any repairs to, damaged property of others, the amount we will pay under **Voluntary Property Damage Coverage** will be determined by your actual cost to replace or repair the damaged property, excluding any profit or overhead.

Any payment we make under **Voluntary Property Damage Coverage** shall not be interpreted as an admission of liability by you or by us.

It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

(b) This insurance applies to "property damage" only if:

1) The "property damage" takes place in the "coverage territory"; and

2) The "property damage" occurs during the policy period.

(2) Exclusions

This insurance does not apply to "property damage" that would be excluded by **Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions**, except for **j. Damage To Property**, paragraphs **(3), (4), (5)** and **(6)**, **k. Damage To Your Product**, and **l. Damage To Your Work**.

(3) Definitions

For purposes of **Voluntary Property Damage Coverage** only, the following definitions under **Section V - Definitions** are replaced by the following:

16. "Occurrence" means an incident, including continuous or repeated exposure to substantially the same general harmful conditions that result in "property damage".

20. "Property damage" means physical injury to tangible property. "Electronic data" is not tangible property, and "property damage" does not include disappearance, abstraction or theft.

b. Care, Custody Or Control Liability Coverage

For purposes of the coverage provided by **Care, Custody Or Control Liability Coverage** in this endorsement only:

(1) **Section I - Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions, j. Damage To Property**, Subparagraphs **(3), (4)** and **(5)** do not apply to "property damage" to the property of others described therein.

(2) It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

This Paragraph **(2)** supersedes any provision in the Coverage Part to the contrary.

(3) "Property damage" for which **Care, Custody Or Control Liability Coverage** provides cover-

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age shall be deemed to be caused by an "occurrence" but shall not serve to limit or restrict the applicability of any exclusion for "property damage" under this Coverage Part.

c. Limits Of Insurance And Deductibles

For purposes of the coverage provided by **Voluntary Property Damage Coverage** and **Care, Custody Or Control Liability Coverage, Section III - Limits Of Insurance** is amended to include the following:

(1) The Limits of Insurance shown in the Declarations are replaced by the limits designated in Section **B. Limits Of Insurance, 16. Voluntary Property Damage Coverage And Care, Custody Or Control Liability Coverage,** in this endorsement. These limits are inclusive of, and not in addition to, the limits being replaced. The Limits of Insurance shown in the Schedule fix the most we will pay regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought; or

(c) Persons or organizations making claims or bringing "suits".

(2) (a) Subject to **(3)** below, the **Voluntary Property Damage Coverage,** Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under **Voluntary Property Damage Coverage**;

(b) The **Care, Custody Or Control Liability Coverage,** Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under **Care, Custody Or Control Liability Coverage**;

because of all "property damage" arising out of any one "occurrence".

(3) The **Voluntary Property Damage Coverage,** Aggregate Limit Of Insurance is the most we will pay for the sum of all damages under **Voluntary Property Damage Coverage.** This limit applies separately to each "coverage term".

(4) Deductible Clause

(a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount stated for the applicable coverage in the Schedule. The limits of insurance will not be reduced by the application of such Deductible Amount.

(b) **Section IV - Commercial General Liability Conditions, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit,** applies to each claim or "suit" irrespective of the amount.

(c) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as has been paid by us.

17. Broadened Contractual Liability - Work Within 50' Of Railroad Property

Section V - Definitions, 12. "Insured contract" is amended as follows:

a. Paragraph **c.** is replaced by the following:

c. Any easement or license agreement;

b. Paragraph **f.(1)** is deleted in its entirety.

18. Alienated Premises

Exclusion 2.j. Damage to Property, Paragraph **(2)** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** does not apply if the premises are "your work".

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COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this Coverage Part restrict this insurance. Read the entire Coverage Part carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this Coverage Part. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II - WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V - DEFINITIONS**.

SECTION I - COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE**; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; SECTION I - COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY;** or medical expenses under **SECTION I - COVERAGES, COVERAGE C. MEDICAL PAYMENTS**.

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**.

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the "coverage term" in which "bodily injury" or "property damage" occurs, you did not know, per Paragraph **1.d.** below, that the "bodily injury" or "property damage" had occurred or had begun to occur, in whole or in part.

c. "Bodily injury" or "property damage" which:

(1) Occurs during the "coverage term"; and

(2) Was not, prior to the "coverage term", known by you, per Paragraph **1.d.** below, to have occurred;

includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the "coverage term" in which it first became known by you.

d. You will be deemed to know that "bodily injury" or "property damage" has occurred at the earliest time when any "authorized representative":

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage";

(3) First observes, or reasonably should have first observed, the "bodily injury" or "property damage";

(4) Becomes aware, or reasonably should have become aware, by any means other than as described in **(3)** above, that "bodily injury" or "property damage" had occurred or had begun to occur; or

(5) Becomes aware, or reasonably should have become aware, of a

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condition from which "bodily injury" or "property damage" is substantially certain to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected or Intended Injury

"Bodily injury" or "property damage" which may reasonably be expected to result from the intentional or criminal acts of the insured or which is in fact expected or intended by the insured, even if the injury or damage is of a different degree or type than actually expected or intended. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. When a claim for such "bodily injury" or "property damage" is made, we will defend that claim provided the insured has assumed the obligation to defend such claim in the "insured contract". Such defense payments will not reduce the limits of insurance.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation and Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured sustained in the "workplace";

(2) An "employee" of the insured arising out of the performance of duties related to the conduct of the insured's business; or

(3) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraphs **(1)** or **(2)** above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollutant

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape or emission of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, Paragraph **(a)** does not apply to:

1) "Bodily injury" to any person injured while on any premises, site or location owned or occupied by, or rented or loaned to, you provided:

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a) The injury is caused by the inadequate ventilation of vapors;

b) The person injured is first exposed to such vapors during the policy period; and

c) Within 30 days of such first exposure, the person injured is clinically diagnosed or treated by a physician for the medical condition caused by the exposure to such vapors. However, Paragraph **c)** does not apply if the "bodily injury" is caused by vapors produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests.

This exception **1)** shall apply only to Named Insureds; we shall have no duty to defend or pay damages for any person or organization that is not a Named Insured. However, this paragraph does not apply if the "bodily injury" is caused by vapors produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests.

For the purpose of the exception granted in Paragraph **1)** only, vapors means any gaseous or airborne irritant or airborne contaminant, including smoke, fumes, vapor or soot, but excluding asbestos, which is discharged, dispersed, emitted, released or escapes from materials, machinery or equipment used in the service or maintenance of the premises. Vapors does not mean any gaseous or airborne irritants or contaminants used in a manufacturing process or which is the product or by-product of any manufacturing process;

2) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor, and the owner or lessee of such premises, site or location has been added to this Coverage Part as an additional insured with respect to your ongoing operations or "your work" performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

3) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

1) Any insured; or

2) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, Paragraph **(d)** does not apply to:

1) "Bodily injury" or "property damage" arising out of the discharge, dispersal, seepage, migration, release, es-

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cape or emission of fuels, lubricants or other operating fluids, or exhaust gases, which are needed to perform, or are the result of, the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids, or exhaust gases, escape, seep or migrate, or are discharged, dispersed, released or emitted from a vehicle part designed to hold, store or receive them. This exception does not apply if the fuels, lubricants or other operating fluids, or exhaust gases, escape, seep or migrate, or are discharged, dispersed, released or emitted with the intent to cause "bodily injury" or "property damage" or with the knowledge that "bodily injury" or "property damage" is substantially certain to occur, or if such fuels, lubricants or other operating fluids, or exhaust gases, are brought on or to the premises, site or location with such intent to escape, seep or migrate, or be discharged, dispersed, released or emitted as part of the operations being performed by such insured, contractor or subcontractor;

2) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

3) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, Paragraphs **(2)(a)** and **(b)** do not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

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(b) Not being used to carry persons or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is on, attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage to Property

"Property damage" to:

(1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of an insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days, for which the amount we will pay is limited to the Damage To Premises Rented To You Limit as described in **SECTION III - LIMITS OF INSURANCE**.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage to Your Product

"Property damage" to "your product" arising out of it or any part of it.

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l. Damage to Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage to Impaired Property or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall of Products, Work or Impaired Property

Any liability or damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal and Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Asbestos

"Bodily injury" or "property damage" arising out of, attributable to, or any way related to asbestos in any form or transmitted in any manner.

q. Employment-Related Practices

"Bodily injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Other employment-related practices, policies, acts or omissions including but not limited to coercion, criticism, demotion, evaluation, failure to promote, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs **(a)**, **(b)** or **(c)** above is directed.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

r. Additional Insured Prior Knowledge

An additional insured added by attachment of an endorsement to this Coverage Part that is seeking coverage for a claim or "suit", if that additional insured knew, per the following paragraph, that "bodily injury" or "property damage" had occurred or had begun to occur, in whole or in part, prior to the "coverage term" in which such "bodily injury" or "property damage" occurs or begins to occur.

An additional insured added by attachment of an endorsement to this Coverage Part will be deemed to have known that "bodily injury" or "property damage" has occurred or has begun to occur at the earliest time when that additional insured, or any one of its owners, members, partners, managers, executive officers, "employees" assigned to manage that additional insured's insurance program, or "employees" assigned to give or receive notice of an "occurrence", "personal and advertising injury" offense, claim or "suit":

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(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage";

(3) First observes, or reasonably should have first observed, the "bodily injury" or "property damage";

(4) Becomes aware, or reasonably should have become aware, by any means other than as described in **(3)** above, that "bodily injury" or "property damage" had occurred or had begun to occur; or

(5) Becomes aware, or reasonably should have become aware, of a condition from which "bodily injury" or "property damage" is substantially certain to occur.

s. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

t. Distribution of Material in Violation of Statutes

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or

b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Exclusions **c.** through **q.** do not apply to "property damage" by fire or explosion to premises while rented to you or temporarily occupied by you with permission of the owner, for which the amount we will pay is limited to the Damage to Premises Rented To You Limit as described in **SECTION III - LIMITS OF INSURANCE**.

COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE**; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; SECTION I - COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY;** or medical expenses under **SECTION I - COVERAGES, COVERAGE C. MEDICAL PAYMENTS**.

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**.

b. This insurance applies to "personal and advertising injury" only if:

(1) The "personal and advertising injury" is caused by an offense arising out of your business; and

(2) The "personal and advertising injury" offense was committed in the "coverage territory" during the policy period; and

(3) Prior to the "coverage term" in which the "personal and advertising injury" offense is committed, you did not know, per Paragraph **1.d.** below, that the offense had been committed or had begun to be committed, in whole or in part.

c. "Personal and advertising injury" caused by an offense which:

(1) Was committed during the "coverage term"; and

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(2) Was not, prior to the "coverage term", known by you, per Paragraph **1.d.** below, to have been committed;

includes any continuation, change or resumption of that offense after the end of the "coverage term" in which it first became known by you.

d. You will be deemed to know that a "personal and advertising injury" offense has been committed at the earliest time when any "authorized representative":

(1) Reports all, or any part, of the "personal and advertising injury" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "personal and advertising injury";

(3) First observes, or reasonably should have first observed, the offense that caused the "personal and advertising injury";

(4) Becomes aware, or reasonably should have become aware, by any means, other than as described in **(3)** above, that the offense had been committed or had begun to be committed; or

(5) Becomes aware, or reasonably should have become aware, of a condition from which "personal and advertising injury" is substantially certain to occur.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation of Rights of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge of Falsity

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior to Coverage Term

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the later of the following:

(1) The inception of this Coverage Part; or

(2) The "coverage term" in which insurance coverage is sought.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "personal and advertising injury" is caused by or arises out of an offense committed subsequent to the execution of the contract or agreement. When a claim for such "personal and advertising injury" is made, we will defend that claim, provided the insured has assumed the obligation to defend such claim in the "insured contract". Such defense payments will not reduce the limits of insurance.

f. Breach of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality or Performance of Goods - Failure to Conform to Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement of Copyright, Patent, Trademark or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, pat-

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ent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds in Media and Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of web-sites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **17. a., b.** and **c.** of "personal and advertising injury" under **SECTION V - DEFINITIONS**.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet is not, by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board any insured hosts, owns, or over which any insured exercises control.

l. Unauthorized Use of Another's Name or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Employment Related Practices

"Personal and advertising injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Other employment-related practices, policies, acts or omissions including but not limited to coercion, criticism, demotion, evaluation, failure to promote, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs **(a), (b)** or **(c)** above is directed.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

n. Pollutant

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape or emission of "pollutants" at any time.

o. Pollutant-Related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

p. Asbestos

"Personal and advertising injury" arising out of, attributable to, or any way related to asbestos in any form or transmitted in any manner.

q. Additional Insured Prior Knowledge

An additional insured added by attachment of an endorsement to this Coverage Part that is seeking coverage for a claim or "suit", if that additional insured knew, per the following paragraph, that a "personal and advertising injury" offense had been committed or had begun to be committed, in whole or in part, prior to the "coverage term" in which such offense

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was committed or began to be committed.

An additional insured added by attachment of an endorsement to this Coverage Part will be deemed to have known that a "personal and advertising injury" offense has been committed or has begun to be committed at the earliest time when that additional insured, or any one of its owners, members, partners, managers, executive officers, "employees" assigned to manage that additional insured's insurance program, or "employees" assigned to give or receive notice of an "occurrence", "personal and advertising injury" offense, claim or "suit":

(1) Reports all, or any part, of the "personal and advertising injury" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "personal and advertising injury";

(3) First observes, or reasonably should have first observed, the offense that caused the "personal and advertising injury";

(4) Becomes aware, or reasonably should have become aware, by any means other than as described in **(3)** above, that the "personal and advertising injury" offense had been committed or had begun to be committed; or

(5) Becomes aware, or reasonably should have become aware, of a condition from which "personal and advertising injury" is substantially certain to occur.

r. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

s. Distribution of Material in Violation of Statutes

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or

b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

COVERAGE C. MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

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a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury on Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation and Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletic Activities

To any person injured while officiating, coaching, practicing for, instructing or participating in any physical exercises or games, sports, or athletic contests or exhibitions of an athletic or sports nature.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

1. All expenses we incur.

2. Up to $250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

3. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

4. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $250 a day because of time off from work.

5. All costs taxed against the insured in the "suit".

6. Prejudgment interest awarded against the insured on that part of the judgment we become obligated to pay and which falls within the applicable limit of insurance. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

7. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by

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you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

(a) Owned, occupied or used by; or

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by,

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Insurance under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. **a.** The General Aggregate Limit is the most we will pay for the sum of:

(1) Medical expenses under **COVERAGE C. MEDICAL PAYMENTS;**

(2) Damages under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

(3) Damages under **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY.**

This General Aggregate Limit will not apply if either the Location General Aggre-

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gate Limit of Insurance, Paragraph **2.b.**, or the Construction Project General Aggregate Limit of Insurance, Paragraph **2.c.** applies.

b. A separate Location General Aggregate Limit of Insurance, equal to the amount of the General Aggregate Limit shown in the Declarations, shall apply to each location owned by, or rented or leased to you and is the most we will pay for the sum of:

(1) Damages under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

(2) Medical expenses under **COVERAGE C. MEDICAL PAYMENTS,**

which can be attributed to operations at only a single location owned by, or rented or leased to you.

c. A separate Construction Project General Aggregate Limit of Insurance, equal to the amount of the General Aggregate Limit shown in the Declarations, shall apply to each construction project and is the most we will pay for the sum of:

(1) Damages under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

(2) Medical expenses under **COVERAGE C. MEDICAL PAYMENTS;**

which can be attributed only to ongoing operations and only at a single construction project.

d. Only for the purpose of determining which General Aggregate Limit of Insurance, **2.a., 2.b.,** or **2.c.**, applies:

(1) Location means premises involving the same or connecting lots, or premises, whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

(2) Construction project means a location you do not own, rent or lease where ongoing improvements, alterations, installation, demolition or maintenance work is performed by you or on your behalf. All connected ongoing improvements, alterations, installation, demolition or maintenance work performed by you or on your behalf at the same location for the same persons or organizations, no matter how often or under how many different contracts, will be deemed to be a single construction project.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Subject to **2.a.** above, the Personal and Advertising Injury Limit is the most we will pay under **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Subject to **2. or 3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**; and

b. Medical expenses under **COVERAGE C. MEDICAL PAYMENTS**;

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to **5.** above, the Damage to Premises Rented to You Limit is the most we will pay under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire or explosion, while rented to you or temporarily occupied by you with permission of the owner.

7. Subject to **5.** above, the Medical Expense Limit is the most we will pay under **COVERAGE C. MEDICAL PAYMENTS** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each "coverage term".

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties in the Event of Occurrence, Offense, Claim or Suit

a. You must see to it that we are notified as soon as practicable of an "occurrence" or

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a "personal and advertising injury" offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Liberalization

If, within 60 days prior to the beginning of this Coverage Part or during the policy period, we make any changes to any forms or endorsements of this Coverage Part for which there is currently no separate premium charge, and that change provides more coverage than this Coverage Part, the change will automatically apply to this Coverage Part as of the latter of:

a. The date we implemented the change in your state; or

b. The date this Coverage Part became effective; and

will be considered as included until the end of the current policy period. We will make no additional premium charge for this additional coverage during the interim.

5. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** or **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over:

(1) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar insurance for "your work";

(b) That is Fire or Explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to

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premises rented to you or temporarily occupied by you with permission of the owner; or

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, g. Aircraft, Auto or Watercraft**.

(2) Any other primary insurance available to the insured covering liability for damages arising out of the premises or operations, or the products and completed operations, for which the insured has been added as an additional insured by attachment of an endorsement.

(3) Any other insurance:

(a) Whether primary, excess, contingent or on any other basis, except when such insurance is written specifically to be excess over this insurance; and

(b) That is a consolidated (wrap-up) insurance program which has been provided by the prime contractor/project manager or owner of the consolidated project in which you are involved.

When this insurance is excess, we will have no duty under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** or **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

6. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If:

(1) The earned premium is less than the deposit premium, we will return the excess to the first Named Insured; or

(2) The earned premium is greater than the deposit premium, the difference will be due and payable to us by the first Named Insured upon notice from us.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

7. Representations

By accepting this Coverage Part, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this Coverage Part in reliance upon your representations.

8. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

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a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

9. Transfer of Rights of Recovery Against Others to Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

10. Two or More Coverage Forms or Policies Issued by Us

If this Coverage Part and any other Coverage Form, Coverage Part or policy issued to you by us or any company affiliated with us apply to the same "occurrence" or "personal and advertising injury" offense, the aggregate maximum limit of insurance under all the Coverage Forms, Coverage Parts or policies shall not exceed the highest applicable limit of insurance under any one Coverage Form, Coverage Part or policy. This condition does not apply to any Coverage Form, Coverage Part or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Part.

11. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Advertisement" means a notice that is broadcast, telecast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. "Advertisement" includes a publicity article. For purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an "advertisement".

2. "Authorized representative" means:

a. If you are designated in the Declarations as:

(1) An individual, you and your spouse are "authorized representatives".

(2) A partnership or joint venture, your members, your partners, and their spouses are "authorized representatives".

(3) A limited liability company, your members and your managers are "authorized representatives".

(4) An organization other than a partnership, joint venture or limited liability company, your "executive officers" and directors are "authorized representatives". Provided you are not a publicly traded organization, your stockholders are also "authorized representatives".

(5) A trust, your trustees are "authorized representatives".

b. Your "employees":

(1) Assigned to manage your insurance program; or

(2) Responsible for giving or receiving notice of an "occurrence", "personal and advertising injury" offense, claim or "suit";

are also "authorized representatives".

3. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

4. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

5. "Coverage term" means the following individual increment, or if a multi-year policy period, increments, of time, which comprise the policy period of this Coverage Part:

a. The year commencing on the Effective Date of this Coverage Part at 12:01 AM standard time at your mailing address shown in the Declarations, and if a multi-year policy period, each consecutive annual period thereafter, or portion thereof if any period is for a period of less than 12 months, constitute individual "coverage terms". The last "coverage term" ends at

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12:00 AM standard time at your mailing address shown in the Declarations on the earlier of:

(1) The day the policy period shown in the Declarations ends; or

(2) The day the policy to which this Coverage Part is attached is terminated or cancelled.

b. However, if after the issuance of this Coverage Part, any "coverage term" is extended for an additional period of less than 12 months, that additional period of time will be deemed to be part of the last preceding "coverage term".

6. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above; or

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in **a.** above;

(2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication,

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in **a.** above or in a settlement to which we agree.

7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "property damage" by fire or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal and advertising injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies a railroad for "bodily injury", "property damage" or "personal and advertising injury" arising out of construction or demolition operations, within 50 feet of any rail-

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road property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(2)** above and supervisory, inspection, architectural or engineering activities;

(4) That indemnifies an advertising, public relations or media consulting firm for "personal and advertising injury" arising out of the planning, execution or failure to execute marketing communications programs. Marketing communications programs include but are not limited to comprehensive marketing campaigns; consumer, trade and corporate advertising for all media; media planning, buying, monitoring and analysis; direct mail; promotion; sales materials; design; presentations; point-of-sale materials; market research; public relations and new product development;

(5) Under which the insured, if an advertising, public relations or media consulting firm, assumes liability for "personal and advertising injury" arising out of the insured's rendering or failure to render professional services, including those services listed in Paragraph **(4)**, above;

(6) That indemnifies a web-site designer or content provider, or Internet search, access, content or service provider for injury or damage arising out of the planning, execution or failure to execute Internet services. Internet services include but are not limited to design, production, distribution, maintenance and administration of web-sites and web-banners; hosting web-sites; registering domain names; registering with search engines; marketing analysis; and providing access to the Internet or other similar networks; or

(7) Under which the insured, if a web-site designer or content provider, or Internet search, access, content or service provider, assumes liability for injury or damage arising out of the insured's rendering or failure to render Internet services, including those listed in Paragraph **(6)**, above.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" includes supervisors furnished to you by the labor leasing firm. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in **a., b., c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to

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permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in **a., b., c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral or written publication, in any manner, of material that violates a person's right of privacy;

f. The use of another's advertising idea in your "advertisement"; or

g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

18. "Pollutant" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, petroleum, petroleum products and petroleum by-products, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. "Pollutants" include but are not limited to substances which are generally recognized in industry or government to be harmful or toxic to persons, property or the environment regardless of whether the injury or damage is caused directly or indirectly by the "pollutants" and whether:

a. The insured is regularly or otherwise engaged in activities which taint or degrade the environment; or

b. The insured uses, generates or produces the "pollutant".

19. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed; or

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site; or

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

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Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a schedule, states that products-completed operations are included.

20. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

21. "Suit" means a civil proceeding in which money damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or

c. An appeal of a civil proceeding.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Workplace" means that place and during such hours to which the "employee" sustaining "bodily injury" was assigned by you, or any other person or entity acting on your behalf, to work on the date of "occurrence".

25. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

26. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

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NUCLEAR ENERGY LIABILITY EXCLUSION
(Broad Form)

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

(1) With respect to which an insured under this Coverage Part is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada, or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the insured is, or had this Coverage Part not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material", if:

(1) The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an insured, or **(b)** has been discharged or dispersed therefrom;

(2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an insured; or

(3) The "bodily injury" or "property damage" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this exclusion:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

A. Any "nuclear reactor";

B. Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

C. Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

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D. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CinciPlus®
BUSINESS AUTO XC+®
(EXPANDED COVERAGE PLUS)
ENDORSEMENT

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

A. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution or the "insured contract".

B. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c. is deleted in its entirety and replaced by the following:

c. Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

C. Additional Insured by Contract

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended to include as an insured any person or organization for whom you have agreed in a valid written contract to provide insurance as afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been:

1. Executed prior to the accident causing "bodily injury" or "property damage"; and

2. Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

D. Employee Hired Auto

1. Changes in Liability Coverage

The following is added to the **SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes in General Conditions

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is deleted in its entirety and replaced by the following:

b. For Hired Auto Physical Damage Coverage the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

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However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. Audio, Visual and Data Electronic Equipment

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance is amended by adding the following:

4. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:

a. The actual cash value of the damaged or stolen property as of the time of the "accident";

b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or

c. $2,500.

Provided the equipment, at the time of the "loss" is:

a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

b. Removable from a permanently installed housing unit as described in Paragraph **2.a.** above; or

c. An integral part of such equipment.

F. Who is an Insured - Amended

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended by adding the following:

The following are "insureds":

1. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this coverage form.

However, the insurance afforded by this provision does not apply to any subsidiary that is an "insured" under any other automobile liability policy or would be an "insured" under such policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

2. Any organization that is newly acquired or formed by you and over which you maintain majority ownership. The insurance provided by this provision:

a. Is effective on the date of acquisition or formation, and is afforded for 180 days after such date;

b. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization;

c. Does not apply to any newly acquired or formed organization that is a joint venture or partnership; and

d. Does not apply to an insured under any other automobile liability policy or would be an insured under such a policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.

3. Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

G. Liability Coverage Extensions - Supplementary Payments - Higher Limits

SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by:

1. Replacing the $2,000 Limit of Insurance for bail bonds with $4,000 in **(2)**; and

2. Replacing the $250 Limit of Insurance for reasonable expenses with $500 in **(4)**.

H. Amended Fellow Employee Exclusion

SECTION II - LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee is modified as follows:

Exclusion **5. Fellow Employee** is deleted.

I. Hired Auto - Physical Damage

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive and Collision Physical Damage Coverages as provided under **SECTION III - PHYSICAL DAMAGE COVERAGE** of this Coverage Part are extended to "autos" you hire, subject to the following:

1. The most we will pay for "loss" to any hired "auto" is $50,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.

2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage, or $1,000, whichever is less.

3. Hired Auto - Physical Damage coverage is excess over any other collectible insurance.

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4. Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is $3,000.

If a limit for Hired Auto - Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the $50,000 limit indicated above and the deductibles shown in the Schedule are applicable.

J. Rental Reimbursement

SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.

2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

a. The number of days reasonably required to repair the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or

b. 30 days.

3. Our payment is limited to the lesser of the following amounts:

a. Necessary and actual expenses incurred; or

b. $50 per day.

4. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

5. We will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**.

K. Transportation Expense - Higher Limits

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by replacing $20 per day with $50 per day, and $600 maximum with $1,500 maximum in **Extension a. Transportation Expenses**.

L. Airbag Coverage

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a. is amended by adding the following:

However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty.

M. Loan or Lease Gap Coverage

1. SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance is deleted in its entirety and replaced by the following, but only for private passenger type "autos" with an original loan or lease, and only in the event of a "total loss" to such a private passenger type "auto":

a. The most we will pay for "loss" in any one "accident" is the greater of:

(1) The amount due under the terms of the lease or loan to which your covered private passenger type "auto" is subject, but will not include:

(a) Overdue lease or loan payments;

(b) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;

(c) Security deposits not refunded by the lessor;

(d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

(e) Carry-over balances from previous loans or leases, or

(2) Actual cash value of the stolen or damaged property.

b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss".

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2. **SECTION V - DEFINITIONS** is amended by adding the following, but only for the purposes of this **Loan or Lease Gap Coverage**:

   "Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

N. Glass Repair - Waiver of Deductible

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

O. Duties in the Event of an Accident, Claim, Suit or Loss - Amended

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss, a. is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation; or
4. A member or manager, if you are a limited liability company.

P. Unintentional Failure to Disclose Hazards

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation or Fraud is amended by adding the following:

However, if you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure.

Q. Mental Anguish Resulting from Bodily Injury

SECTION V - DEFINITIONS, C. "Bodily injury" is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness or disease.

R. Coverage for Certain Operations in Connection with Railroads

With respect to the use of a covered "auto" in operations for or affecting a railroad:

1. **SECTION V - DEFINITIONS, H.** "Insured contract", **1.c.** is deleted in its entirety and replaced by the following:

   c. An easement or license agreement;

2. **SECTION V - DEFINITIONS, H.** "Insured contract", **2.a.** is deleted.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC PRIMARY AND NON-CONTRIBUTORY COVERAGE ENDORSEMENT - WHERE REQUIRED BY WRITTEN CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SCHEDULE

LIMITS OF INSURANCE: $ 5 ,000,000 Each Occurrence Limit $ 5 ,000,000 Aggregate Limit	

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM, US 101 and **US 101 UM**, is amended as follows:

A. SECTION III - LIMITS OF INSURANCE is amended to add the following:

7. For the purposes of this endorsement only, the Limits of Insurance stated in the Schedule of this endorsement and described below will apply on a "primary and non-contributory basis" within the parameters set forth in **SECTION III - LIMITS OF INSURANCE** of the Coverage Part to which this endorsement is attached:

We will not pay more on behalf of a "non-contributory additional insured" than the lesser of:

a. The Limits of Insurance stated in the Schedule of this endorsement; or

b. The limits of insurance required in a written contract on a "primary and non-contributory basis" for such "non-contributory additional insured", but only to the extent the required limits of insurance are in excess of the "underlying insurance"; or

c. The Limits of Insurance available after the payment of "ultimate net loss" on any insured's behalf from any claim or "suit".

This provision is included within and does not act to increase the Limits of Insurance stated in the Declarations.

B. SECTION IV - CONDITIONS is amended as follows:

1. Condition **9. Other Insurance** is amended to add the following:

It is agreed that this condition does not apply to the "non-contributory additional insured's" own insurance program on which they are a named insured.

However:

a. This exception to the Other Insurance Condition shall only apply if the applicable "underlying insurance" applies on a "primary and non-contributory basis" for such "non-contributory additional insured" and only to the extent of the specific limits of insurance required in a written contract or agreement on a "primary and non-contributory basis" that is in excess of the "underlying insurance"; and

b. It is understood and agreed that the insurance provided by this Coverage Part is excess of:

(1) “Underlying insurance” listed in the Schedule of Underlying Insurance;

(2) Any other insurance available to the “non-contributory additional insured” as an additional insured; and

(3) Any other insurance available to the “non-contributory additional insured” on which they are not a named insured.

2. The following condition is added:

15. As a precedent to the receipt of insurance coverage hereunder, the "non-contributory additional insured" must give written notice of such claim or "suit", including a demand for de-

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fense and indemnity, to any other insurer who had coverage for the claim or "suit" under its policies. Such notice must demand the full coverage available and the "non-contributory additional insured" shall not waive or limit such other available coverage.

This condition does not apply to the "non-contributory additional insured's" own insurance program on which they are a named insured.

C. SECTION V - DEFINITIONS is amended to add the following:

30. "Non-contributory additional insured" means any person or organization:

a. Qualifying as an additional insured under **SECTION II - WHO IS AN INSURED**, Paragraph **3.** of the Coverage Part to which this endorsement is attached; and

b. Being granted additional insured status on a "primary and non-contributory basis" in the "underlying insurance" as required in a written contract between an additional insured and a Named Insured provided:

(1) The written contract or agreement is executed before the "occurrence" resulting in "bodily injury", "personal and advertising injury" or "property damage" for which coverage is being sought under this endorsement; and

(2) The written contract or agreement requires a specific limit of insurance on a "primary and non-contributory basis" that is in excess of "underlying insurance".

31. "Primary and non-contributory basis" means that the limits of insurance of the Coverage Part to which this endorsement is attached apply to insured loss on behalf of the "non-contributory additional insured" prior to limits of insurance from other insurance in which the "non-contributory additional insured" is a named insured.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WASHINGTON - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART - CLAIMS-MADE

Paragraph **13. Transfer of Rights of Recovery Against Others to Us** of **Section IV - Conditions** is revised by the addition of the following:

We shall be entitled to a recovery only after the insured has been fully compensated for damages.

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Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 09/22/2025

Committee Agenda type: Consent

Council Meeting Date: 10/20/2025

Date Rec'd	9/16/2025		
Clerk's File #	OPR 2025-0702		
Cross Ref #			
Project #			
Submitting Dept	FACILITIES MANAGEMENT	**Bid #**	DES CONTRACT
Contact Name/Phone	DAVE STEELE 625-6064	**Requisition #**	CR27868
Contact E-Mail	DSTEELE@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	PDILLON MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	FACILITIES ELEVATOR & ESCALATORS MASTER PREVENTATIVE MAINTENANCE		

Agenda Wording

The Facilities Department is utilizing the State of Washington DES Contract Number 28723 to contract with TK ELEVATOR CORPORATION to provide for preventative maintenance and repairs as needed for the elevators and escalators throughout various City Facilities.

Summary (Background)

The Facilities Department is utilizing the State of Washington DES Contract Number 28723 to contract with TK ELEVATOR CORPORATION to provide for preventative maintenance and repairs as needed for the elevators and escalators throughout various City Facilities. This includes City Hall, the Public Defenders & Prosecutors Building, Field Engineering, the Nelson Service Center, the Intermodal Facility, and the Street Department. Proper preventative maintenance can provide long term cost and service reductions for high use crucial equipment. This contract allows the City to reduce downtime and repair costs at the various city locations.

What impacts would the proposal have on historically excluded communities?

NA – This work focuses on providing preventative maintenance and repairs for elevators and escalators at a variety of City Facilities, each of which provide critical services for the citizens of Spokane

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

NA – This work focuses on providing preventative maintenance and repairs for elevators and escalators at a variety of City Facilities, each of which provide critical services for the citizens of Spokane

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

NA – This work focuses on providing preventative maintenance and repairs for elevators and escalators at a variety of City Facilities, each of which provide critical services for the citizens of Spokane

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

NA – This work focuses on providing preventative maintenance and repairs for elevators and escalators at a variety of City Facilities, each of which provide critical services for the citizens of Spokane

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 83,700.00
Current Year Cost	$ 27,900.00
Subsequent Year(s) Cost	$ 55,800.00

Narrative

Proper preventative maintenance can provide long term cost and service reductions for high use crucial equipment. This contract allows the City to reduce downtime and repair costs at the various city locations.

Amount		Budget Account
Expense	$ 22,950.00 ($7,650 for 2025)	# 5900-71300-18300-54802-81062 City Hall
Expense	$ 4,500.00 ($1,500 for 2025)	# 5900-71300-18300-54802-89014 Field Engineers
Expense	$ 4,500.00 ($1,500 for 2025)	# 5900-71300-18300-54802-89003 Pub
Expense	$ 2,250.00 ($750 for 2025)	# 5900-71300-18300-54802-89401 Streets
Expense	$ 45,000.00 ($15,000 for 2025)	# 5900-71300-18300-54802-89006 Intermodal
Expense	$ 4,500.00 (1,500 for 2025)	# 5900-71300-18300-54802-89001 SCSC

Funding Source	Recurring
Funding Source Type	Program Revenue

Is this funding source sustainable for future years, months, etc?

Proper preventative maintenance can provide long term cost and service reductions for high use crucial equipment. This contract allows the City to reduce downtime and repair costs at the various city locations.

Expense Occurrence	Recurring

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		Additional Approvals	
Dept Head	TEAL, JEFFREY	PURCHASING	PRINCE, THEA
Division Director	BOSTON, MATTHEW		
Accounting Manager	BUSTOS, KIM		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

noah.lester@tkelevator.com	conor.graves@tkelevator.com
deborah.cole@tkelevator.com	julien.vancol@tkelevator.com
khougen@spokanecity.org	laga@spokanecity.org
facilitiesaccounting@spokanecity.org	kbustos@spokanecity.org

City Clerk's No. OPR 2025-0702

CITY OF SPOKANE

MASTER PREVENTATIVE MAINTENANCE AGREEMENT

ELEVATOR AND ESCALATOR MAINTENANCE

This Master Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **TK ELEVATOR CORPORATION,** whose address is 9711 E. Knox Avenue, Suite 1, Spokane Valley, Washington 99205 / Mailing: 788 Circle 75 Parkway SE, Suite 500, Atlanta, Georgia 30339-4454, as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is to provide Preventative Maintenance for Elevators and Escalators at multiple City of Spokane facilities; and

WHEREAS, the Contractor was selected through Washington State DES Contract Number 28723.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Contractor mutually agree as follows:

1. TERM OF AGREEMENT.
The term of this Agreement begins on July 1, 2025, and shall run through December 31, 2026, unless amended by written agreement or terminated earlier under the provisions. This Contract may be renewed by written agreement of the parties not to exceed one (1) one (1) year period.

2. TIME OF BEGINNING AND COMPLETION.
The Contractor shall begin the work outlined in the "Scope of Work" ("Work") on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Contractor is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Contractor's control.

3. SCOPE OF WORK.
The Contractor's General Scope of Work for this Agreement is described in Washington State DES Contract No. 28723 which is attached as Attachment C and made a part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Agreement controls.

The Work is subject to City review and approval. The Contractor shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Contractor's progress.

4. COMPENSATION / PAYMENT.

Total compensation for Contractor's services under this Agreement shall be a maximum amount not to exceed **EIGHTY-THREE THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS** (**$83,700.00**), and applicable sales tax, unless modified by a written amendment to this Agreement. Economic adjustment for full-service maintenance rates will be permitted beginning on January 1, 2026 and annually thereafter. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Contractor shall submit its applications for payment to City of Spokane Facilities Management Department, facilitiesdepartment@spokanecity.org, Attn: Ernest Wickert. All invoices should include the City Clerk's File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage Number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount. Not withstanding anything to the contrary, the price of this Agreement does not include any value added taxes, tariffs, duties or similar assessments imposed on Contractor for any parts and/or components replaced under this or for the related increase in the cost of such parts and/or components charged by their suppliers (collectively, the Additional Costs"). In the event any such Additional Costs are incurred by Contractor, Contractor shall provide City reasonable written notice that such Additional Costs will be invoiced to the City on the next invoice sent by Contractor and City agrees to pay, such Additional Costs, together with Contractor's profit and overhead associated with those amounts, all in addition to the price of this Agreement.

5. TAXES, FEES AND LICENSES.

A. Contractor shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Contractor's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

6. PREVENTATIVE MAINTENANCE.

The following Preventative Maintenance requirements apply to the Work under this Agreement:

A. The Contractor shall pay state prevailing wages. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages," certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each

voucher claim submitted by a Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the pre-filed statement or statements of intent to pay prevailing wages on file with the City. At the end of the work, the Contractor and subcontractors must submit an "Affidavit of Wages Paid," certified by the industrial statistician.

B. **STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED**. For contracts in excess of $10,000, the Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Washington State Department of Labor and Industries (L & I); and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

C. A payment/performance bond is NOT required.

D. Statutory retainage is NOT required.

7. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

8. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

9. INDEMNIFICATION.

The Contractor shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity–asserted by third parties for bodily injury (including death) and/or property damage which arise from the Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Contractor's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Contractor's own

employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

10. **INSURANCE.** During the period of the Agreement, the Company shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW:

A. **Worker's Compensation Insurance** in compliance with RCW 51, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of $1,000,000.

B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than $1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement, and shall only apply to the extend any damages covered by the policy are determined to be caused by Contractor's acts, actions, omissions or neglects and not to the extend caused by the additional insureds own acts, actions, omissions, or neglects or for bare allegations..

i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of $2,000,000, in order to meet the insurance coverage limits required in this Agreement; and

C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than $1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) upon request by the City. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. SUBCONTRACTOR RESPONSIBILITY.

The Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by chapter 70.87 RCW.

12. INDEPENDENT CONTRACTOR.
The Contractor is an independent Contractor. This Agreement does not intend the Contractor to act as a City employee. The City has neither direct nor immediate control over the Contractor nor the right to control the manner or means by which the Contractor works. Neither the Contractor nor any Contractor employee shall be an employee of the City. This Agreement prohibits the Contractor to act as an agent or legal representative of the City. The Contractor is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Contractor shall pay all income and other taxes as due.

13. ASSIGNMENT AND SUBCONTRACTING.
The Contractor shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Contractor shall incorporate by reference this Agreement, except as otherwise provided. The Contractor shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Contractor from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

14. TERMINATION.
This Agreement may only be terminated upon thirty (30) days written notice for reasons of non-performance. 'Non-performance' is defined as Independent Contractor's inability to remedy any deficiencies within thirty (30) days after receiving written notification from the City.

15. STANDARD OF PERFORMANCE.
The standard of performance applicable to Contractor's services will be the degree of skill and diligence normally employed by professional contractors in the region performing the same or similar Contracting services at the time the work under this Agreement are performed.

16. ANTI KICK-BACK.
No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Agreement.

17. CONSTRUAL.
The Contractor acknowledges receipt of a copy of the Agreement documents and agrees to comply with them. The silence or omission in the Agreement documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party. It is understood that any documents not furnished hereunder shall not be binding upon Contractor until such time that Contractor is furnished with same and specifically accepts in writing.

18. DEBARMENT AND SUSPENSION.
The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

19. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Agreement.

The Contractor guarantees and warranties all work, labor and materials under this Agreement for one (1) year following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Agreement. This warranty is in addition to any manufacturers' or other warranty in the Agreement documents. Upon the termination and/or expiration of this Agreement, the guarantee will be null and void.

20. MISCELLANEOUS PROVISIONS.

A. **Amendments/Modifications**: The City may modify this Agreement and order changes in the work whenever necessary or advisable. The Contractor may reasonably accept modifications when ordered in writing by the City, and the Agreement time and compensation will be adjusted accordingly, provided such modifications are accepted by both .

B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.

C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.

D. **Captions**: The titles of sections or subsections are for convenience only and do not define or limit the contents.

E. **Severability**: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

F. **Waiver**: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

G. **Entire Agreement**: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.

H. **No personal liability**: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

I. It is further Agreed that in no event shall either Party be liable to the other Party for any indirect, special, liquidated, incidental, exemplary or consequential damages, or for loss of use, loss of income, loss of opportunity, or other similar remote damages.

J. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are ***public records*** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Agreement by having legally-binding representatives affix their signatures below.

TK ELEVATOR CORPORATION	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments that are part of this Agreement:

Attachment A – Certification Regarding Debarment
Attachment B - Certification of Compliance with Wage Payment Statutes
Attachment C – Contractor's Master Agreement Field Order

25-187a

ATTACHMENT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
   b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
   c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
   d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

   Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

   1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

   2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. I understand that a false statement of this certification may be grounds for termination of the contract.

Name of Subrecipient / Contractor / Consultant (Type or Print)	Program Title (Type or Print)
Name of Certifying Official (Type or Print) Title of Certifying Official (Type or Print)	Signature Date (Type or Print)

Certification of Compliance with Wage Payment Statutes and Washington Department of Labor and Industries Training Requirement

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (_____), the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.
As of July 1, 2019, have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020 by either of the following:

1) Received training on the requirements related to public works and prevailing wage under chapter RCW 39.04.350 and chapter 39.12; or
2) Be certified exempt by the Department of Labor and Industries by having completed three or more public work projects and have a had a valid business license in Washington for three or more years.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

_____
Bidder's Business Name

_____
Signature of Authorized Official*

_____
Printed Name

_____
Title

_____ _____ _____
Date City State

Check One:
Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☐
State of Incorporation, or if not a corporation, State where business entity was formed:

_____
If a co-partnership, give firm name under which business is transacted:

_____

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

ATTACHMENT C

Washington State
DEPARTMENT OF
ENTERPRISE SERVICES

CONTRACT

NO. 28723

FOR

ELEVATOR FULL SERVICE MAINTENANCE,
TESTING, & REPAIR SERVICES CONTRACT

REGION(S): OLYMPIC, NORTHWEST, SOUTHWEST, SOUTH CENTRAL,
NORTH CENTRAL, AND EASTERN

For Use by Eligible Purchasers

By and Between

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

and

TK ELEVATOR CORPORATION

Dated January 1, 2025

CONTRACT

NO. 28723

FOR

ELEVATOR FULL SERVICE MAINTENANCE,
TESTING, & REPAIR SERVICES CONTRACT

REGION(S): OLYMPIC, NORTHWEST, SOUTHWEST, SOUTH CENTRAL,
NORTH CENTRAL, AND EASTERN

This Washington Contract ("Contract") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and TK Elevator Corporation a Delaware Corporation ("Contractor") and is dated and effective as of January 1, 2025.

R E C I T A L S

A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish enterprise procurement solutions, including contracts, for goods and/or services to support Washington state agencies. *See* RCW 39.26.050(1). The Washington State Legislature also has authorized Enterprise Services to make these contracts available, pursuant to an agreement in which Enterprise Services ensures full cost recovery, to other local or federal government agencies or entities, public benefit nonprofit organizations, and any tribes located in the State of Washington. *See* RCW 39.26.050(1) & (2).

B. Washington state agencies and other eligible purchasers, as part of their operational requirements, need to purchase elevator full service maintenance, testing & repair services ("Elevator Services"), from professional, qualified, and innovative, professional contractors. On behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement, to establish an enterprise procurement solution, issued Competitive Solicitation No. 28723 dated October 3, 2024 for (collectively Elevator Services) to solicit and evaluate competitive bids to award Contracts for Elevator Services by specified geographic area. The Competitive Solicitation was structured to meet purchaser needs and designed to result in an award of a Contract, by specified geographic area, in which the State of Washington was divided into six (6) regions. In addition, within each geographic region, Enterprise Services structured the Competitive Solicitation to address state procurement priorities pertaining to qualified Washington Small Businesses and Veteran-Owned Businesses.

C. The goal of the competitive solicitation is to establish an enterprise procurement solution resulting in Contracts awarded by specified geographic region to enable eligible purchasers to purchase specified Elevator Services from an awarded Contractor in a cost-effective, efficient manner using the terms and conditions of the Contract.

D. Enterprise Services evaluated all responses to the Competitive Solicitation and identified Contractor as an apparent successful bidder above-referenced contract for the above-referenced geographic regions.

E. Enterprise Services has determined that entering into this Contract will meet the identified needs and be in the best interest of the State of Washington.

F. The purpose of this Contract is to enable eligible purchasers to purchase the specified Goods and/or Services as set forth herein.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. TERM. The term of this Contract is twenty-four (24) months, commencing January 1, 2025 and ending December 31, 2026; *Provided*, however, that if Contractor is not in default and if, by July 1, 2026 in Enterprise Services' reasonable judgment, Contractor satisfactorily has met the performance-based goals for contract extension, Enterprise Services shall extend the term of this Contract, by written amendment, for up to forty-eight (48) additional months. Such extension amendment shall be on the same terms and conditions as set forth in this Contract. To earn the performance-based Contract term extension, Contractor must achieve the service level standards set forth in ***Exhibit A - Included Good/Services*** and following performance-based metrics:

PERFORMANCE METRIC	PERFORMANCE REQUIREMENT FOR CONTRACT EXTENSION
Invoice Resolution:	Contractor shall provide corrected invoices no later than 30 calendar days from known notice of invoicing error, no less than 90% of the time.
Insurance Endorsements:	Contractor timely provides to Enterprise Services at the designated address, without exception, annual insurance endorsements for the insurance coverages required by this Contract. *See* ***Exhibit C – Insurance Requirements*** at § 4.
Vendor Management Fee:	Contractor timely remits to Enterprise Service, with no less than a 75% on time rate over the contract term, the applicable Vendor Management Fee (VMF). *Note*: Contractor must pay the VMF within thirty (30) calendar days of invoice from Enterprise Services. If Contractor is delinquent in timely paying the VMF for three (3) or more quarters within the first nine (9) quarters of the Contract term, Contractor shall not be eligible for a performance-based extension.
Contract Sales Reports:	Contractor timely provides to Enterprise Services, with no less than a 75% on time rate over the contract term, the required Contract quarterly sales reports. *Note*: Contractor must provide the quarterly sales reports to Enterprise Services within thirty (30) calendar days of the quarter's end. If Contractor is delinquent in providing the quarterly sales reports for three (3) or more quarters within the first nine (9) quarters of the Contract term, Contractor shall not be eligible for a performance-based extension.

2. ELIGIBLE PURCHASERS. This Contract may be utilized by any of the following types of entities (each an eligible "Purchaser"):

2.1. WASHINGTON STATE AGENCIES. All Washington state agencies, departments, offices, divisions, boards, and commissions.

2.2. WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION. Any the following institutions of higher education (colleges) in Washington:

- State universities – i.e., University of Washington & Washington State University;
- Regional universities – i.e., Central Washington University, Eastern Washington University, & Western Washington University
- Evergreen State College;
- Community colleges; and
- Technical colleges.

2.3. CONTRACT USAGE AGREEMENT PARTIES. Any of the following types of entities that have executed a Contract Usage Agreement with Enterprise Services:

- Political subdivisions (e.g., counties, cities, school districts, public utility districts) in the State of Washington;
- Federal governmental agencies or entities;
- Public-benefit nonprofit corporations (i.e., public benefit nonprofit corporations as defined in RCW 24.03A.245) who receive federal, state, or local funding); and
- Federally recognized Indian Tribes located in the State of Washington.

3. SCOPE: INCLUDED GOODS AND/OR SERVICES & PRICES.

3.1. CONTRACT SCOPE. Pursuant to this Contract, Contractor is authorized to sell and provide only those Goods and/or Services set forth in ***Exhibit A – Included Goods/Services*** for the prices set forth in ***Exhibit B – Prices for Goods/Services***. Contractor shall not represent to any Purchaser under this Contract that Contractor has contractual authority to sell or provide any Goods and/or Services beyond those set forth in ***Exhibit A – Included Goods/Services***.

(a) Services. For purposes of this Contract, "Services" means all services of any nature ordered by Purchaser pursuant to this Contract and as identified in the Purchase Order.

(b) Goods. For purposes of this Contract, "Goods" means all equipment, materials, supplies, ancillary parts, accessories, components and other items purchased by Purchaser pursuant to this Contract and as identified in the Purchase Order.

(c) Specifications. Where applicable, specifications for Goods and/or Services are detailed in this Contract and the Purchase Order. Unless otherwise specified in the Purchase Order, all Goods and/or Services provided shall be new and unused of the latest model or design.

3.2. STATE'S ABILITY TO MODIFY SCOPE OF CONTRACT. Subject to mutual agreement between the parties, Enterprise Services reserves the right to modify the Goods and/or Services included

in this Contract; *Provided*, however, that any such modification shall be effective only upon thirty (30) calendar days advance written notice; and *Provided further*, that any such modification must be within the scope of the Competitive Solicitation for this Contract.

3.3. ECONOMIC ADJUSTMENT FOR LABOR (PREVAILING WAGE) RATES. Elevator Services performed by Elevator Technician Mechanics and performed in public buildings fall under the Washington Prevailing Wage law. See RCW 39.12 and WAC 296-127-023. The labor rates set forth in ***Exhibit B – Prices for Goods/Services*** utilize prevailing wages and a set % increase. The prevailing wage at the time the services are performed will be the basis of the rates charged on this Contract for any Purchase Order. There shall be no other economic adjustment to this the labor rates.

3.4. ECONOMIC ADJUSTMENT FOR PART RATES. The cost-plus percentage amount set forth in ***Exhibit B – Prices for Goods/Services*** will not be adjusted through the Economic Adjustment process. Prices for parts must be under the current MSRP list. Contractor must provide an MSRP list and description of products to Purchasers upon Purchaser's request. Contractor may offer lower prices to Purchasers, during the term of this Contract, Contractor guarantees to provide the Goods at no greater than the prices set forth in ***Exhibit B – Prices for Goods/Services***. There shall be no other economic adjustment to the parts rates.

3.5. ECONOMIC ADJUSTMENT FOR FULL SERVICE MAINTENANCE RATES. Beginning January 1, 2026, and annually thereafter, Contractor may request an economic price adjustment (EPA) to prices set forth in ***Exhibit B – Prices for Goods/Services.*** Requests for EPA must be requested in writing and emailed to the Enterprise Service's Contract Administrator and received by Enterprise Services between October 1st and October 31st of each year. Contractor's EPA request cannot exceed the annual average percentage changes in the United States Department of Labor, Bureau of Labor and Statistics (BLS) Producer Price Indices (PPI) as set forth in the formula below. Once Contractor's timely EPA request is received, Enterprise Services will analyze the PPI data to determine the appropriate EPA. Contract prices, as adjusted by an EPA shall be effective beginning January 1st; *Provided*, however, that the parties must timely execute a contract amendment to incorporate such price adjustments. If Contractor does not timely submit an EPA request to Enterprise Services, there will be no EPA allowed on the Contract for that the applicable period and the following year the EPA will not be retroactive nor cumulative to account for unrequested EPAs. Enterprise Services shall have the right to review PPI data annually and, if such PPI data reflects a substantial decrease in the annual average PPI, the parties shall amend the Contract to decrease the Contract prices accordingly.

The economic price adjustment shall be calculated as follows:
New Price = Old Price + (Old Price x ((Current Period Index – Base Period Index) / Base Period Index))
The "Current Period Index" is the average of the most recent twelve months of BLS Index values, and the "Base Period Index" is the average of the twelve months of BLS Index values prior to the Current Period Index.

PPI values, including those that are preliminary at the time of the request, will be utilized in the analysis.

PPI NAME	PPI CODE
Elevator and Moving Stairway Manufacturing	PCU333921333921

3.6. PRICE CEILING. Although Contractor may offer lower prices to Purchasers, during the term of this Contract, Contractor guarantees to provide the Goods and/or Services at no greater than the prices set forth in ***Exhibit B – Prices for Goods/Services*** (subject to economic or other adjustment as set forth herein).

3.7. CONTRACT INFORMATION. Enterprise Services shall maintain and provide to eligible Purchasers information regarding this Contract, including scope, pricing, and lowest responsive, responsible bidder designation. In addition, Enterprise Services identifies awarded contractors who qualify as Washington Small Businesses, Certified Veteran-Owned Businesses, or that, pursuant to the Contract provide Goods/Services that meet specified state procurement priorities as set forth in the Competitive Solicitation.

4. CONTRACTOR REPRESENTATIONS AND WARRANTIES. Contractor makes each of the following representations and warranties as of the effective date of this Contract and at the time any order is placed pursuant to this Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.

4.1. QUALIFIED TO DO BUSINESS. Contractor represents and warrants that Contractor is (a) in good standing; (b) qualified to do business in the State of Washington; and (c) registered with the Washington State Department of Revenue and the Washington Secretary of State.

4.2. TAXES. Contractor represents and warrants that Contractor is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.

4.3. LICENSES; CERTIFICATIONS; AUTHORIZATIONS; & APPROVALS. Contractor represents and warrants that Contractor possesses and shall keep current during the term of this Contract all required licenses, certifications, permits, authorizations, and approvals necessary for Contractor's proper performance of this Contract.

4.4. SUSPENSION & DEBARMENT. Contractor represents and warrants as previously certified in Contractor's Bidder's Certification, that neither Contractor nor its principals or affiliates presently are nor have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.

4.5. WAGE VIOLATIONS. Contractor represents and warrants as previously certified in Contractor's Bidder's Certification, that during the term of this Contract and the three (3) year period immediately preceding the award of the Contract, Contractor has not been determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW 49.46, 49.48, or 49.52.

4.6. CIVIL RIGHTS. Contractor represents and warrants that Contractor complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.

4.7. WASHINGTON STATE WAGE THEFT PREVENTION. Contractor represents and warrants as previously certified in Contractor's Bidder's Certification, that during the term of this Contract and the

three (3) year period immediately preceding the award of the Contract, Contractor has not been determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW 49.46, 49.48, or 49.52.

4.8. WASHINGTON STATE WORKERS' RIGHTS (EXECUTIVE ORDER 18-03) (CERTIFIED). Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

4.9. STATE PAY EQUALITY FOR 'SIMILARLY EMPLOYED' INDIVIDUALS. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that, among Contractor's employees, 'similarly employed' individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for Contractor's workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but is not limited to, education, training, or experience that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Contract and any Purchaser hereunder similarly may suspend or terminate its use of the Contract and/or any agreement entered into pursuant to this Contract.

4.10. Intentionally Omitted

4.11. Intentionally Omitted

4.12. PUBLIC CONTRACTS AND PROCUREMENT FRAUD. Contractor represents and warrants that, within the three (3) year period prior to this Contract, neither Contractor nor its principals or affiliates: (a) have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, local, or tribal) contract or purchase order under a public contract; (b) have been in violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) have been indicted for or otherwise criminally or civilly charged by a government entity (federal, state, local, or tribal) with commission of any of the offense enumerated in subsection (b) of this provision; or (d) had one or more public contracts (federal, state, local, or tribal) terminated for cause or default.

4.13. PROCUREMENT ETHICS & PROHIBITION ON GIFTS. Contractor represents and warrants that Contractor complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Enterprise Services and Purchasers' employees.

4.14. WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS). Contractor represents and warrants that Contractor is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of Contractor's information therein is current and accurate and that throughout the term of this Contract, Contractor shall maintain an accurate profile in WEBS.

4.15. WASHINGTON'S STATEWIDE PAYEE DESK. Contractor represents and warrants that Contractor is registered with Washington's Statewide Payee Desk, which registration is a condition to payment.

4.16. CONTRACT PROMOTION; ADVERTISING AND ENDORSEMENT. Contractor represents and warrants that Contractor shall use commercially reasonable efforts both to promote and market the use of this Contract with eligible Purchasers and to ensure that those entities that utilize this Contract are eligible Purchasers. Contractor understands and acknowledges that neither Enterprise Services nor Purchasers are endorsing Contractor's Goods and/or Services or suggesting that such Goods and/or Services are the best or only solution to their needs. Accordingly, Contractor further represents and warrants that Contractor shall make no reference to Enterprise Services, any Purchaser, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.

4.17. CONTINGENT FEES. Contractor represents and warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agents as defined in the Federal Acquisition Regulations.

4.18. FINANCIALLY SOLVENT. Contractor represents and warrants that Contractor has not commenced bankruptcy proceedings and that there are no judgment, liens, or encumbrances of any kind affecting title to any Goods and/or Services that are the subject of this Contract.

4.19. OPERATIONAL CAPABILITY. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor has the operational and financial capability relevant and appropriate experience, training, personnel, equipment, and tools to perform the Contract.

4.20. CONTRACT TRANSITION. Contractor represents and warrants that, in the event this Contract or a similar contract, is transitioned to another contractor (e.g., Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services (including the Purchasers hereunder) for a period of sixty (60) calendar days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington and such Purchasers; *Provided*, however, that, if costs are incurred, Contractor shall be compensated for such costs consistent with the terms and conditions pertaining to this Contract for the sixty (60) day period immediately before such transition.

4.21. CONTRACTOR represents and warrants that Contractor shall comply with the federal Occupational Safety and Health Administration (OSHA) and, if manufactured or stored in the State of Washington, the Washington Industrial Safety and Health Act (WISHA) and the

standards and regulations issued thereunder, and certifies that all items furnished pursuant to this Contract shall conform to and comply with said laws, standards, and regulations.

4.22. LABOR FURNISHED. Contractor represents and warrants that all labor furnished by Contractor shall be trained journeyman level mechanics and mechanics in charge, or subcontractors, thoroughly skilled in Elevator Services. Apprentices must be registered with the National Association of Elevator Contractors (NAEC) and directly employed and supervised by Contractor. Elevator Technician Mechanic(s) and Apprentices will use all reasonable care to maintain the equipment in a proper and safe operating condition at all times.

4.23. INDUSTRY SAFETY STANDARDS. Contractor represents and warrants Contractor shall comply with current and approved elevator and/or escalator equipment industry safety standards. Contractor shall comply with the latest edition of the codes and standards enforced by the state and regulations promulgated by the American Society of Mechanical Engineers (ASME). Contractor Safety Plan for employee safe work practices that includes regular safety education given to employees, meet federal safety mandates, and steps to eliminate unsafe practices and incidents.

4.24. CONTRACTOR CERTIFICATIONS. Contractor represents and warrants Contractor shall comply with the entirety of Revised Code of Washington (RCW) 70.87, as well as codes and standards listed below or other applicable codes.

The latest edition of the following codes and standards enforced by the state at the date of the contract inception or contract renewal, shall apply:

(a) ASME A17.1 "Safety Code for Elevators and Escalators"
(b) ASME A17.2 "Inspector's Manual for Elevators and Escalators
(c) ASME A18.1 "Safety Standard for Platform Lifts and Stairway Chairlifts"
(d) Building Officials and Code Administrators (BOCA) International Inc., Basic Building Code
(e) BOCA Basic Mechanical Code
(f) National Fire Protection Association (NFPA) Code
(g) National Electric Code (NEC)
(h) Williams-Steiger Occupational Safety and Health Act of 1970 (OSHA)
(i) American Society for Testing and Materials (ASTM)
(j) Institute of Electrical and Electronics Engineers (IEEE)
(k) National Electrical Manufacturer's Association (NEMA)
(l) National Petroleum Institute (NPI)
(m) Underwriter's Laboratories, Inc. (UL), Federal Specifications
(n) American National Standard of Safety Code

5. QUALITY; WARRANTY; REMEDIES.

5.1. GOODS (PARTS) WARRANTY. Contractor warrants that, for a period of twelve (12) months from the date when the Goods are put into use, or eighteen (18) months after delivery of the Goods, whichever is later ("Goods Warranty (Parts) Period"), the Goods: (a) are free from defects in design, material, and workmanship; (b) are fit and safe for the intended purposes

and appropriate for the specified application(s) (if any); (c) are consistent with recognized industry quality standards; (d) comply with the requirements, specifications, drawings, standards, and descriptions included in this Contract; and (e) are produced and delivered in full compliance with applicable law ("Goods (PARTS) Warranty"). Contractor further warrants that it has good and marketable title to the Goods and shall keep Purchaser's property free of liens. If Purchaser receives notice of a lien caused by Contractor, Purchaser may withhold any payment otherwise due Contractor until Contractor submits proof, in a form satisfactory to Purchaser, that all lienable claims have been fully paid or waived.

5.2. GOODS (PARTS) REMEDY. If Goods do not comply with the Goods (PARTS) Warranty or any defects develop during the Goods (Parts) Warranty Period under normal use, at Purchaser's election, Contractor promptly shall remedy the defect by removing, repairing, correcting, or replacing, and/or reinstalling any defective Goods. Contractor's Goods (PARTS) Warranty support shall include, at Contractor's sole expense, all technical support, parts, materials and equipment, and labor, including freight and "in/out" costs required to address the defect. If, in Purchaser's judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor shall refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

5.3. SERVICES WARRANTY. Contractor warrants that: (a) Services shall be performed in a timely, efficient, and professional manner; (b) all Contractor personnel assigned to perform Elevator Services shall have the necessary skill, training, and all appliable licenses/certifications; and (c) Services shall be performed in a manner consistent with the standard of care in the industry ("Services Warranty"). The Services Warranty shall survive for a period of twelve (12) months after the date when Services are completed ("Services Warranty Period").

5.4. SERVICES REMEDY. If Services do not comply with the Services Warranty or are in any manner found to be nonconforming during the Services Warranty Period, Contractor promptly shall remedy the non-conformance, or at Purchaser's election, Contractor shall re-perform or correct the nonconforming Services at no additional cost to Purchaser or refund the amounts paid for the Services.

5.5. IT WARRANTY. Contractor warrants, that all hardware, software, and firmware associated with Goods or Services ("IT Goods" and "IT Services", respectively) shall not: (a) contain any viruses, malicious code, Trojan horse, worm, time bomb, self-help code, back door, or other software code or routine designed to: (i) damage, destroy, or alter any software or hardware; (ii) reveal, damage, destroy, or alter any data; (iii) disable any computer program automatically; or (iv) permit unauthorized access to any software or hardware; (b) contain any third party software (including software that may be considered free software or open source software) that (i) may require any software to be published, accessed, or otherwise made available without the consent of Purchaser, or (ii) may require distribution, copying, or modification of any software free of charge; and (c) infringe on any patent, copyright, trademark, or other proprietary or intellectual property right of any third party or misappropriate any trade secret of any third party ("IT Warranty"). The IT Warranty shall expire twelve (12) months after the date IT Goods are delivered or IT Services are complete, as applicable.

5.6. IT REMEDY. If IT Goods or IT Services do not comply with the IT Warranty, or if any defect or non-conformance develops during the IT Warranty Period, Contractor, at Purchaser's election, promptly shall: (a) remedy the defect by removing, repairing, correcting or replacing, and/or reinstalling any defective IT Goods; (b) re-perform or correct the non-conforming IT Services at no additional cost to Purchaser; or (c) refund the amounts paid for IT Services and IT Goods.

5.7. FAILURE TO REMEDY. If Contractor does not remedy a defect or nonconformity within ten (10) calendar days after receipt of written notice from Purchaser, or if an emergency exists rendering it impossible or impractical for Purchaser to have Contractor provide a remedy, Purchaser may, without prejudice to any other rights or remedies available to it, make or cause to be made required modifications, adjustments, or repairs, or may replace Goods, Services, IT Goods, or IT Services, in which case Contractor shall reimburse Purchaser for its actual costs or, at Purchaser's option, Purchaser shall offset the costs incurred from amounts owing to Contractor.

5.8. EMERGENCY & TECHNICAL SUPPORT. - Contractor shall provide emergency after-hour service and telephone support, including after-hour technical support, at its own cost. Contractor shall maintain a technical support hotline to address breakdowns and safety incidents.

6. SAFETY; SECURITY; CONTRACTOR REQUIREMENTS WHILE ON PURCHASER'S PREMISES. Contractor's failure to comply with any of the requirements in this Section shall be cause for termination.

6.1. REGULATORY REQUIREMENTS/SAFETY. Goods and/or Services supplied by Contractor shall meet all applicable health, safety, and other federal, state, local, and/or tribal regulatory requirements applicable to the Goods and/or Services.

6.2. MATERIAL SAFETY DATA SHEETS/SAFETY DATA SHEETS. As applicable, Contractor shall provide Purchaser with all appropriate current Material Safety Data Sheets ("MSDS") and/or Safety Data Sheets ("SDS") at the time of delivery of each shipment of Goods which requires such compliance and/or and for materials used by Contractor while performing Elevator Services pursuant to this Contract.

6.3. CLEAN-UP. If Contractor, its agents, employees, or subcontractors perform on-site Elevator Services, Contractor, at its cost, shall remove all excess materials, equipment, packaging, and garbage within the scope of its performance of Services and leave that portion of the premises in which the work was performed in a clean condition. Should Contractor fail to clean up a Site after completion of work, Purchaser shall have the right to remove the materials and set off the cost of clean up against amounts owed to Contractor.

6.4. HAZARDOUS MATERIALS. If Contractor uses chemicals or any potentially hazardous materials in the performance of Services, Contractor assumes responsibility for any loss, release, or environmental incident arising out of Contractor's unloading, discharge, storage, handling, or disposal of any chemical or container holding potentially hazardous materials, including the use of potentially hazardous material alone or in combination with other substances, and for Contractor's noncompliance with any related laws or regulations.

6.5. ACCIDENT AND INJURY REPORTING. If Contractor, its agents, employees, or subcontractors are present at Purchaser's premises, Contractor promptly shall report to Purchaser in writing all injuries, accidents, property damage, near-miss incidents, or any claims regarding damages or injury involving Contractor, its agents, employees, or subcontractors occurring at such premises. Contractor agrees to cooperate and assist Purchaser in any investigation of such incidents.

6.6. ON-SITE REQUIREMENTS. As applicable, while on Purchaser's premises or while interacting with Purchaser and/or Enterprise Services' personnel, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchaser's physical, fire, access, safety, health, and security requirements and not interfere with Purchaser's operations. Contractor represents and warrants that Contractor, its agents, employees, or subcontractors who access Purchaser's premises shall be adequately trained and at all times comply with Purchaser's requirements.

6.7. IT SECURITY POLICIES. Contractor, its agents, employees, or subcontractors shall comply with all Washington State IT security policies and standards which shall be made available to Contractor upon request.

6.8. BACKGROUND CHECKS, SECURITY CLEARANCE, FINGERPRINTING, AND SECURITY AWARENESS TRAINING. All Contractor's employees or subcontractors who provide services at facilities of the Washington State Patrol (WSP), Department of Corrections (DOC), Department of Social and Human Services (DSHS), or other similarly secure facilities of other eligible Purchasers, must pass a security background check, if required or at the request of the Purchaser. Contractors shall comply with requests for additional background checks, fingerprint, security training, and or safety requirements, to be cleared for access to Purchaser facilities.

(a) Each location may require the clearance before any individual is allowed on site.

(b) Some DOC facilities may require security clearance to be updated every ninety (90) days. Contractor shall submit required personnel information within an adequate time for completion of a security background clearance, generally fifteen (15) business days, ahead of a scheduled site visit. Contractors' employees or subcontractors who provide service at a DOC and/or DSHS facilities may be required to attend a security briefing before working inside a facility for the first time. The briefing will cover tool control, key control, association with offenders, staff escorts, use of cell phones, pagers, cameras, tobacco products, alcohol, weapons, ammunition, contraband management, vehicles and parking, searches, emergency procedures, and other possible topics.

(c) Contractors' employees or subcontractors who provide service a WSP facility who have unescorted access are required to complete security awareness training every two (2) years, complete a criminal history background check, complete an FBI background, and submit fingerprint forms at Contractor's expense. Contractor shall submit required personnel information and forms within an adequate time for completion of a security background clearance, generally four (4) weeks ahead of an unescorted scheduled site visit.

7. SUBCONTRACTORS.

7.1. CONTRACTOR RESPONSIBILITY. Notwithstanding any provision to the contrary, in the event Contractor elects to utilize subcontractors to perform this Contract, Contractor shall: (a) incorporate Contractor's responsibilities under this Contract into its subcontracts; (b) be fully responsible for the performance of any such subcontractors (regardless of tier) and ensure that subcontractors comply with each and every Contractor obligation set forth in this

Contract; (c) be the sole point of contact for Enterprise Services and any Purchasers regarding all contractual matters; (d) ensure that such subcontractors are registered in WEBS; and (e) defend, indemnify, and hold Enterprise Services and Purchasers harmless in case of negligence, other tortious fault, or intentional misconduct by any such subcontractors (regardless of tier). Prior to utilizing any subcontractor to perform this Contract, Contractor shall provide written notice to Enterprise Services' contract administrator. Such notice shall confirm that the subcontractor is registered in WEBS and provide the necessary information for Enterprise Services' contract administrator to include such subcontractor(s) in Washington's Purchasing Contract Management System (PCMS).

7.2. REPORTING. If Contractor is required to report to Purchaser and/or Enterprise Services, such report(s) shall include subcontractor data, by subcontractor, for any data that Contractor is required to report as well as a consolidated 'rollup' report combining Contractor and subcontractor data.

7.3. SUBCONTRACTOR REPRESENTATIONS AND CERTIFICATIONS. Any Contractor representations or certifications set forth in this Contract shall apply to subcontractors (at any tier) and Contractor shall not utilize any subcontractors (at any tier) who cannot provide such representations or certifications, excepting the certification to be registered with Washington's Statewide Payee Desk, unless Purchaser shall pay such subcontractor directly.

8. USING THE CONTRACT – PURCHASES.

8.1 ORDERING REQUIREMENTS.

(a) Purchaser Request. Eligible Purchasers shall order Goods and/or Services from this Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchaser but including, at a minimum, a purchase order. When practicable, Contractor and Purchaser also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively "Purchaser Order"). All Purchase Orders must reference the Contract number. The terms of this Contract shall apply to any Purchase Order and, in the event of any conflict, the terms of this Contract shall prevail. Notwithstanding any provision to the contrary, in no event shall any 'click-agreement,' software or web-based application terms and conditions, or any other agreement modify the terms and conditions of this Contract.

(b) Purchaser must provide written approval before utilization of Apprentice technicians and prior to billing. The Contractor must secure and obtain written pre-approval for all Apprentice technicians.

(c) Purchaser shall provide Contractor a list of authorized representatives including at a minimum, name(s), email address(s), and phone number(s).

(d) Contractor shall deliver the Goods and/or Services according to the frequency listed in the Purchaser's Purchase Order (monthly, quarterly or annually) for the Full Service Maintenance of Equipment. Contractor shall complete Elevator Services to the applicable service location specified in the Purchase Order. Such completed Elevator Services should occur during Purchaser's normal work hours and within the time period unless mutually agreed in writing between Purchaser and Contractor, or during an emergency.

8.2 PERFORMANCE REQUIREMENTS. Contractor must ensure that the Goods and/or Services are delivered or provided as required by this Contract, the Purchase Order used by Purchaser, and as otherwise mutually agreed in writing between Purchaser and Contractor. All services must be performed by qualified Elevator Technician Mechanic(s) with valid licenses, certifications, and/or qualifications as legally required to perform such Elevator Services.

8.3. PURCHASER INSPECTION OF GOODS AND/OR SERVICES.

(a) Goods and/or Services purchased under this Contract are subject to Purchaser's reasonable inspection, testing, and approval at Purchaser's destination. Purchaser reserves the right to reject and refuse acceptance of Goods and/or Services that are not in accordance with this Contract and Purchaser's Purchase Order.

(b) If there are any apparent defects in the Goods and/or Services at the time of service, Purchaser promptly shall notify Contractor. At Purchaser's option, and without limiting any other rights, Purchaser may require Contractor to repair or replace, at Contractor's expense, any or all of the damaged or defect Goods and/or Services or, at Purchaser's option, Purchaser may note any such damage or defect on the report, decline acceptance, and deduct the cost of rejected Goods and/or Services from final payment. Payment for any Goods and/or Services under such Purchase Order shall not be deemed acceptance.

(c) If a deficiency is discovered at any time during Contractor's performance of this Contract, Contractor, at no additional cost to Purchaser, shall correct the deficiency within ten (10) business days from notice of the deficiency.

8.4. CUSTOMER SERVICE.

(a) Contractor Customer Service Availability. Contractor shall be available by phone and/or email Monday through Friday from 6:00 am to 6:00 p.m. Pacific Standard Time (PST).

(b) Contractor Customer Service Response Time for Purchaser Inquiries for Routine Questions. Contractor shall return Purchasers' calls and emails within two (2) business days.

(c) Contractor Response Time for Purchaser's Request for a Quote. Contractor will provide Purchaser with completed quote, once Contractor has all of the relevant information, within two (2) business days.

(d) Contractor Acknowledgement of Purchase Order. Contractor will acknowledge purchaser orders within two (2) business days.

(e) Contractor Non- Emergency Appointment Requests. This outlines the timeframe for scheduling and providing the appointment details to the Purchaser. Contractor will provide Purchaser the appointment details within two (2) business days.

(f) Contractor Routine Response Time for Purchaser's Repair Request. The response time is counted from the end of the phone call or when Contractor receives the email requesting repair until the technician arrives at location. A Routine Service Request is any request not deemed by Purchaser to require immediate response and resolution by Contractor. Contractor shall respond to all Routine Service Requests in accordance with the following standards:

i. Routine Service Requests shall be resolved as quickly and effectively as possible and in such a manner that the disruption of Elevator Services and inconvenience to Purchasers is absolutely minimized.

ii. Normal Work Hours (Weekdays) between 6 am and 6 pm; PST, within two (2) business days.

(g) Contractor Malfunctioning Response Time for Purchaser's malfunctioning equipment. The response time is counted from the end of the phone call or when Contractor receives the email requesting repair until the technician arrives at location. A Malfunctioning Service Request is any request not deemed by Purchaser to require immediate response and resolution by Contractor. Contractor shall respond to all Malfunctioning Service Requests in accordance with the following standards:

i. Malfunctioning Service Requests shall be resolved as quickly and effectively as possible and in such a manner that the disruption of Elevator Services and inconvenience to Purchasers is absolutely minimized.

ii. Normal Work Hours (Weekdays) between 6 am and 6 pm; PST, within two (2) hours.

iii. Outside of Normal Work Hours between 6 pm and 6 am; PST, within four (4) hours.

(h) Contractor Response Time for Purchaser's Labor & Industries (L&I) Correction Notice. The response time is counted from the end of the phone call or when Contractor receives the email requesting repair to when the technician arrives at location. An L&I correction notice is a Routine Service Request that requires immediate response and resolution by Contractor. Contractor shall respond to all L&I correction notice Requests in accordance with the following standards:

i. L&I Correction Notice Requests shall be resolved as quickly and effectively as possible and in such a manner that the disruption of Elevator Services and inconvenience to Purchasers is absolutely minimized.

ii. Normal Work Hours (Weekdays) between 6 am and 6 pm; PST, within three (3) business days.

(i) Emergency Service Requests Response. Emergency Service Request is defined as an entrapment, or requests for immediate service in situations that are a threat to life or limb and have potential for injury, entrapment, or serious damage to property or Equipment. Upon notification by the Purchaser of a situation, the Contractor will, by mutual agreement, immediately dispatch a technician. Emergency response time is counted from the end of the phone call requesting repair to when the Contractor's Elevator Technician Mechanic(s) arrives onsite. Contractor will keep the Purchaser informed as to the Elevator Technician Mechanic(s) estimated time of arrival and shall respond to all Emergency Service Requests in accordance with the following standards:

i. Emergency Service Requests shall be resolved as quickly and effectively as possible and in such a manner that the disruption of Elevator Services and inconvenience to users is absolutely minimized.

ii. Normal Work Hours (Weekdays) between 6 am to 6 pm, PST: every hour(every 60 minutes) and beyond the first hour, updates every hour (every 60 minutes).

iii. Overtime Hours (all other days/hours) 6 pm to 6 am, PST: every hour (every 60 minutes) and beyond the first hour updates every hour (every 60 minutes).

The Contractor and the Elevator Technician Mechanic(s) will make any emergency their No. 1 priority. Emergency service calls are billable at the applicable hourly rate.

After sixty (60) minutes (or a different timeframe as negotiated upon execution of the Purchaser's agreement), the designated Purchaser's representative has the authority to call the local Fire Department for extractions. The Purchaser reserves the right to seek reasonable compensation or reimbursement for resources used (both material and labor) for damage caused by the Fire Department if the call to the Fire Department was caused by a failure by Contractor to respond within the time limit established.

(j) Schedule Maintenance Shutdowns:
   i. Short Shut Down. Purchaser is to be informed in writing (email acceptable) at least three (3) business days in advance when equipment will be taken down for more than two (2) hours.
   ii. Major Shut Down: Purchaser is to be informed in writing {email acceptable) at least one (1) week in advance when a unit will be taken down for more than one (1) day for non-emergency service and repairs.

(k) Contractor Escalation. In the event of an escalated issue, Contractor shall provide Purchaser with a status update on escalated invoice issues every five (5) business days to Purchaser until invoice corrections are resolved not to exceed 30 calendar days.

In the event of a change with the Contractor's point of contact(s), the Contractor must inform the Contract Specialist within 15 calendar days to ensure the information is updated and posted accordingly.

(l) Contractor Invoicing Correction Commitment. In the event of an unresolved invoicing issue, Contractor shall provide Purchaser with a status update on escalated issues every five (5) business days to Purchaser until such issues are resolved.

In the event of a change with the Contractor's point of contact(s), the Contractor must inform the Contract Specialist within 15 calendar days to ensure the information is updated and posted accordingly.

(m) Invoice Resolution. In the event of an invoicing error, Contractor shall provide to the Purchaser a corrected invoice no later than 30 calendar days from the day the correction was requested.

(n) Contractor shall provide Purchaser with an up-to-date point of contact for Contractor and notify Purchaser of Elevator Technician Mechanic(s) and personnel changes/substitutions within seven (7) days of the change.

(o) Contractor shall notify Purchaser at least forty-eight (48) hours of scheduled changes.

9. PREVAILING WAGES. This Contract category is subject to Washington's Prevailing Wage on Public Works Act (RCW 39.12). Accordingly, for work pursuant to this Contract, Contractor (including any subcontractors), unless exempt, shall pay all workers employed in the performance of any part of the work in accordance with RCW 39.12 and the rules promulgated by the Washington State Department of Labor and Industries.

9.1. WAGE RATES. Contractor, and any subcontractor or other person doing any portion of the work covered by this Contract, shall not pay any laborer, worker, or mechanic less than the applicable and most current prevailing hourly wage rates and fringe benefits for said worker's

classification to all laborers workers or mechanics who perform any work pursuant to any resulting contract, in conformance with the scope or work description of the Industrial Statistician of the Washington State Department of Labor and Industries. Contractor shall have sole responsibility to ascertain the applicable prevailing rate of wage for such classification, as set forth by the State of Washington for the County in which the work is performed. The applicable prevailing wage rates are set forth on the website for the Washington State Department of Labor and Industries. Prevailing wage rates are updated twice a year, on the first business day in February and August, and take effect thirty (30) days after publication. For Elevator Services on this Contract that are provided during an update to the prevailing wage rates, Contractor shall pay the applicable prevailing wage for the date the services performed in compliance with any update to the rates. For clarity, the updates to prevailing wage rates automatically apply to the wage rates on this Contract for any work performed on the day the updated prevailing wage rate takes effect.

9.2. STATEMENT OF INTENT TO PAY PREVAILING WAGES. Before commencing any work under this Contract, Contractor (and all subcontractors) shall file with the Washington State Department of Labor and Industries, for approval, a statement, under oath, certifying its Intent to Pay Prevailing Wages. Contractor also shall provide a copy of the Intent to Pay Prevailing Wages to Purchaser, if requested.

9.3. INVOICES & CONTRACT PAYMENTS. Contractor understands and agrees that each invoice for payment submitted to Purchaser shall state that prevailing wages have been paid in accordance with the pre-filed Statement(s) of Intent, as approved. Copies of the Intent to Pay Prevailing Wages shall be posted on the work site with the address and telephone number of the Industrial Statistician of the Washington State Department of Labor and Industries where a complaint or inquiry regarding prevailing wages may be made. Further, for invoices on this Contract for services performed that occur with an update to the prevailing wage rates, Contractor shall clearly detail the applicable rates charged for the dates services for periods before an update to the prevailing wage rate and periods after the prevailing wage rate to ensure to ensure that the correct prevailing wage rate was utilized.

9.4. AFFIDAVIT OF WAGES PAID. Upon completion of the work under this Contract, Contractor (and each subcontractor) shall file with the Washington State Department of Labor and Industries the approved Affidavit of Wages Paid. Purchaser shall condition final payment to Contractor on the submittal of such Affidavit of Wages Paid.

9.5. LABOR & INDUSTRIES FEES. Contractor shall pay to the Washington State Department of Labor and Industries any applicable fees for the Statement of Intent and/or Affidavit of Wages Paid that are to be submitted to the Washington State Department of Labor and Industries for certification.

9.6. PAYROLL RECORDS. Contractor shall retain payroll records pertaining to work performed for this Contract for three (3) years following expiration or termination of this Contract and, upon request, provide certified copies of such payroll records to Enterprise Services

10 **INVOICING & PAYMENT** CONTRACTOR INVOICE. Contractor shall submit properly itemized invoices to Purchaser's designated invoicing contact for Goods and/or Services delivered under this Contract. Such invoices shall itemize the following:

(a) Contract No. 28723;

(b) Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative);

(c) Contractor's Federal Tax Identification Number;

(d) Purchaser's Purchaser Order No., name, address; and email address;

(e) Date(s) of actual service performed;

(f) Full Service Maintenance Rates, including any available prompt payment discounts.

(g) In addition, invoices for T&M authorized work shall also include the following documentation: Detailed service description and itemized breakdown of applicable Goods and/or Service:

i. Contractor's T&M proposal

ii. Journeyman level labor rate(s): Elevator Technician Mechanic, Elevator Technician Mechanic In Charge, Apprentice (Apprentice only with Purchaser's prior written approval)

Hourly rate and total hours for each labor category, if applicable. Pricing for Labor categories must be clearly structured in same manner as Contract pricing (Prevailing Wage + %).

iii. Actual labor hours worked
The number of hours should reflect at minimum the hours indicated on the MCP or sign in/out log, or other document as agreed by Purchaser.

iv. Repair and/or replacement parts description

v. Unit Price: Actual cost + % markup

Pricing for Parts in performing Elevator Services must be clearly structured in same manner as Contract pricing (cost + % markup)

Invoice amount to include break down of cost of materials

Contractor's invoices for payment shall reflect accurate Contract prices. Invoices shall not be processed for payment until Contractor has conducted the Elevator Service and Purchaser is in receipt of an accurate and a complete invoice as specified herein.

10.2 PAYMENT. Payment is the sole responsibility of, and shall be made by, the Purchaser. Purchaser's obligation to pay invoices is subject to receipt of a timely and accurate invoice and conforming Goods and/or Services. Unless Contractor has provided a prompt payment discount set forth in ***Exhibit B – Prices for Goods/Services***, Purchaser's payment is due within thirty (30) calendar days of invoice. Purchaser retains the right of setoff for any amount due or owing to Purchaser. Purchaser may make payments electronically (e.g., ACH payments). Contractor shall provide information necessary to facilitate electronic payments. If Purchaser fails to make timely payment(s), Contractor may invoice Purchaser in the amount of one percent (1%) per month on the amount overdue or a minimum of $1.00. Payment shall not be considered late if a check or warrant is mailed within the time specified.

10.3 OVERPAYMENTS. Contractor promptly shall refund to Purchaser the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) calendar days of written notice to Contractor; *Provided*, however, that Purchaser shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely refunds of overpayment(s) (either directly or by credit memo), Contractor shall pay

Purchaser interest at the rate of one percent (1%) per month on the amount overdue thirty (30) calendar days after notice to Contractor.

10.4 ADVANCE PAYMENT PROHIBITED. Except as authorized by law, Contractor shall not request or receive advance payment for any Goods and/or Services furnished by Contractor pursuant to this Contract.

10.5 NO ADDITIONAL CHARGES. Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for travel, tolls, parking, mileage, lodging, meals, shipping, handling, insurance, or payment processing.

10.6 TAXES/FEES. Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Contract. Failure to do so shall constitute breach of this Contract. Unless otherwise agreed, Purchaser shall pay applicable sales tax imposed by the State of Washington on purchased Goods and/or Services. Contractor's invoices shall separately state (a) taxable and non-taxable charges and (b) sales/use tax due by jurisdiction. In regard to federal excise taxes, Contractor shall include federal excise taxes only if, after thirty (30) calendar days written notice to Purchaser, Purchase has not provided Contractor with a valid exemption certificate from such federal excise taxes.

11 CONTRACT MANAGEMENT.

11.1 CONTRACT ADMINISTRATION & NOTICES. Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Contract. Enterprise Services' contract administrator shall provide Contract oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Contract. The parties may change contract administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services
Attn: Julie Hannah
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Tel: (360) 407-2215
Email: descontractsteamcedar@des.wa.gov

Contractor
Attn: Tara Whitford
TK Elevator Corporation
12530 135th Avenue NE
Kirkland, WA 98034_
Tel: (253) 606-3375
Email: tara.whitford@tkelevator.com

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

11.2 CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE. Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Purchaser issues pertaining to this Contract.

In the event of a change with the Contractor's point of contact(s), the Contractor must inform the Contract Specialist within 15 calendar days to ensure the information is updated and posted accordingly.

11.3 LEGAL NOTICES. Any legal notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services
Attn: Legal Services Manager
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Email: greg.tolbert@des.wa.gov

Contractor
Attn: Nicole Tarrant
TK Elevator Corporation
12530 135th Avenue NE
Kirkland, WA 98034
Email: Nicole.tarrant@tkelevator.com

Notices shall be deemed effective upon the earlier of receipt if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

12. CONTRACTOR SALES REPORTING; VENDOR MANAGEMENT FEE; & CONTRACTOR REPORTS.

12.1. CONTRACT SALES REPORTING. Contractor shall report total Contract sales quarterly to Enterprise Services, as set forth below.

(a) Contract Sales Reporting System. Contractor shall report quarterly Contract sales in Enterprise Services' Contract Sales Reporting System. Enterprise Services shall provide Contractor with a login password and a vendor number. The password and vendor number shall be provided to the Sales Reporting Representative(s) listed on Contractor's Bidder Profile.

(b) Data. Each sales report must identify every authorized Purchaser by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Purchasers specified herein during the term of the Contract. If there are no Contract sales during the reporting period, Contractor must report zero sales.

(c) Due dates for Contract Sales Reporting. Quarterly Contract Sales Reports must be submitted electronically by the following deadlines for all Contract sales invoiced during the applicable calendar quarter:

QUARTER	FOR SALES MADE IN CALENDAR QUARTER	CONTRACT SALES REPORT	
		DUE BY	PAST DUE
1	January 1 – March 31	April 30	May 1
2	April 1 – June 30	July 31	August 1

Quarter	For Sales Made In Calendar Quarter	Contract Sales Report	
		Due By	Past Due
3	July 1 – September 30	October 31	November 1
4	October 1 – December 31	January 31	February 1

12.2. Vendor Management Fee. Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 1.25 percent on the purchase price for all Contract sales (the purchase price is the total invoice price less applicable sales tax).

(a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

Amount owed to Enterprise Services = Total Contract sales invoiced (not including sales tax) x .0125.

(b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.

(c) Enterprise Services shall invoice Contractor quarterly based on Contract sales reported by Contractor. Contractor is not to remit payment until Contractor receives an invoice from Enterprise Services. Payments must be received within thirty (30) calendar days of the invoice issue date from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference the invoice number.

(d) Contractor's failure to report accurate total net Contract sales, to submit a timely Contract sales report, or to remit timely payment of the VMF to Enterprise Services, shall be cause for Enterprise Services, at its discretion, to suspend Contractor or terminate this Contract or exercise remedies provided by law. Without limiting any other available remedies, the parties agree that Contractor's failure to remit to Enterprise Services timely payment of the VMF shall obligate Contractor to pay to Enterprise Services, to offset the administrative and transaction costs incurred by the State to identify, process, and collect such sums, the sum of $200.00 or twenty-five percent (25%) of the outstanding amount, whichever is greater, or the maximum allowed by law, if less.

(e) Enterprise Services reserves the right, upon thirty (30) calendar days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.

12.3. Annual Contract Sales Report For Service Contracts. Contractor shall provide to Enterprise Services a detailed annual Contract sales report. Such report shall include, at a minimum, the following:

(a) The total dollar amount for Elevator Services (including, as applicable, item number or other identifier) invoiced by Contractor;

(b) Date Elevator Services performed;

(c) Locations, by Purchaser; where Contractor performed Elevator Services and

(d) Contract pricing:

i. Full Service Maintenance Rates (Monthly, Quarterly, and/or Annual)

ii. Prevailing Wage + % (Hourly rate and total hours for each labor category, if applicable. Pricing for Labor categories must be clearly structured in same manner as Contract pricing (Prevailing Wage + %).

iii. Parts: Actual cost + % markup. Pricing for parts categories must be clearly structured in same manner as Contract pricing (Actual Cost + % mark up).

(e) Total dollar amount for Elevator Services purchased by Purchaser;

This report must be provided in an electronic format that can be read by Microsoft (MS) Excel. Such report is due within thirty (30) calendar days of the annual anniversary of the effective date of this Contract.

13. RECORDS RETENTION & AUDITS.

13.1 RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Contract and orders placed by Purchasers under it to the extent and in such detail as shall adequately reflect contract performance and administration of purchases, payments, taxes, and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Contract or final payment for any order placed by a Purchaser against this Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

13.2 AUDIT. Enterprise Services reserves the right to audit, or have a designated third-party audit, applicable records to ensure that Contractor properly has invoiced Purchasers and that Contractor has paid all applicable vendor management fees to Enterprise Services. Accordingly, Contractor shall permit Enterprise Services, any Purchaser, and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Contract or Purchase Orders placed by a Purchaser under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Contract or final payment for any order placed by a Purchaser against this Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

13.3 OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES. Without limiting any other remedy available to any Purchaser, Contractor shall (a) reimburse Purchasers for any overpayments inconsistent with the terms of this Contract or Purchase Orders placed thereunder, at a rate of 125% of any such overpayments, found as a result of the examination of Contractor's records; and (b) reimburse Enterprise Services for any underpayment of vendor management fees, at a rate of 125% of such fees found as a result of the examination of Contractor's records (e.g., if Contractor underpays the Vendor Management Fee by $500, Contractor would be required to pay to Enterprise Services $500 x 1.25 = $625); Provided, however, that, in the event Contractor timely discovers and corrects any Purchaser overpayment or Contractor underpayment of vendor management fees and does so prior to the initiation of

any audit, Contractor shall be entitled to reimburse Purchaser or pay to Enterprise Services the actual amount of such Purchaser overpayment or such underpayment of vendor management fees.

14. INSURANCE.

14.1. REQUIRED INSURANCE. Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in ***Exhibit C – Insurance Requirements***. All costs for insurance, including any payments of deductible amounts, shall be considered incidental to and included in the prices for Goods and/or Services and no additional payment shall be made to Contractor.

14.2. WORKERS COMPENSATION. Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. If Contractor performs Services on Purchaser's behalf in the State of Washington, and only to the extent of claims against Contractor by Purchaser under the Indemnity obligations in this Contract, Contractor expressly waives any immunity it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW. Contractor's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefit acts. The parties expressly acknowledge and certify that the waiver of immunity under Title 51 RCW was mutually negotiated and agreed upon.

15. CLAIMS.

15.1. ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES. Contractor assumes sole responsibility AND all risks of personal injury or property damage to itself and its employees and agents in connection with its operations under this Contract. Enterprise Services has made no representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any Purchaser's property resulting directly or indirectly from Contractor's acts or omissions under this Contract.

15.2. THIRD-PARTY CLAIMS; GENERAL INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold Enterprise Services and any Purchaser and their employees and agents harmless from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities, or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "Claims") to the extent arising out of Contractor's or its successors', agents', or subcontractors' negligence, other tortious fault, or intentional misconduct under this Contract. The parties agree that if there are any limitations of Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability shall not apply to injuries to persons (including death), damages to property, data breach, and/or intellectual property infringement. Contractor shall take all steps needed to keep Purchaser's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.

15.3. INTELLECTUAL PROPERTY INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold Enterprise Services and any Purchaser and their employees and agents harmless from against any and all Claims resulting from allegations of infringement of any patents, copyrights, trade secret, or similar intellectual property rights covering the Goods and/or Services provided, or the use of the Goods and/or Services under this Contract. If Purchaser's use of Goods and/or Services provided by Contractor is enjoined based on an intellectual property infringement Claim, Contractor shall, at its own expense, either procure for Purchaser the right to continue using the Goods and/or Services or, after consulting with Purchaser and obtaining Purchaser's consent, replace or modify the Goods and/or Services with substantially similar and functionally equivalent non-infringing Goods and/or Services.

16. DISPUTE RESOLUTION. The parties shall cooperate to resolve any dispute pertaining to this Contract efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior managers of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

17. TERMINATION; EXPIRATION; SUSPENSION; & REMEDIES.

17.1. TERMINATION. This Contract may be terminated: (a) upon the mutual written agreement of the parties; (b) by the non-breaching party where the breach is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching party, unless a different time for cure is otherwise stated in this Contract; and (c) as otherwise expressly provided for in this Contract. This Contract shall terminate automatically and without further action if a party becomes insolvent or is placed in receivership, reorganization, liquidation, or bankruptcy. In addition to any other available remedies, the non-breaching party may terminate this Contract as provided in subsection (b) above without further liability by written notice to the breaching party. A termination for breach shall not affect rights or obligations accrued or owed before the effective date of the termination notice.

17.2 TERMINATION FOR NONAPPROPRIATION OR REDUCTION OF FUNDS OR CHANGES IN LAW. Enterprise Services may suspend or terminate this Contract and Purchasers may suspend or terminate applicable Purchase Orders, in whole or in part, at the sole discretion of Enterprise Services or, as applicable, Purchaser, if Enterprise Services or, as applicable, Purchaser reasonably determines that: (a) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract or applicable Purchase Order; or (b) that a change in available funds affects Purchaser's ability to pay under the applicable Purchase Order. A change of available funds as used in this section includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor. If a written notice is delivered under this provision, Purchaser shall reimburse Contractor for Goods properly ordered and/or Services properly performed until the effective date of said notice. Except as stated in this provision, in the event of termination for nonappropriation or reduction of funds or changes in law, Purchaser shall have no obligation or liability to Contractor.

17.3 TERMINATION FOR PUBLIC CONVENIENCE. Enterprise Services, for public convenience, may terminate this Contract; *Provided*, however, that such termination for public convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for public convenience shall only be effective upon sixty (60) calendar days prior written notice; and *Provided further*, that such termination for public convenience shall not relieve any Purchaser from payment for Goods/Services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for public convenience, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.

17.4 PURCHASER OBLIGATIONS – EXPIRATION. Upon expiration of this Contract, Purchaser shall accept and take delivery of all outstanding and not yet fulfilled Purchase Orders and pay Contractor the price as set out in the Contract. Notwithstanding any provision to the contrary, in no event shall a Purchaser's Purchase Order pursuant to this Contract that is executed prior to expiration of this Contract allow for Contractor to provide Goods and/or Services more than twelve (12) months beyond the expiration date of the Contract.

17.5 CONTRACTOR OBLIGATIONS – EXPIRATION OR TERMINATION. Upon expiration or termination of this Contract, Contractor shall: (a) continue to fulfill its warranty obligations with respect to any Goods and/or Services sold hereunder and all provisions of the Contract that, by their nature, would continue beyond the expiration, termination, or cancellation of the Contract shall so continue and survive; and (b) promptly return to Purchaser all keys, badges, and other materials supplied by Purchaser for the performance of any Purchase Order entered into pursuant to this Contract.

17.6 DEFAULT. Any of the following events shall constitute cause for Enterprise Services to declare Contractor in default of this Contract:

(a) Contractor fails to perform or comply with any of the terms or conditions of this Contract;

(b) Contractor fails to timely report quarterly contract sales;

(c) Contractor fails to timely pay the vendor management fees when due;

(d) Contractor fails to maintain the insurance coverages specified herein or timely provide to Enterprise Services the Certificate of Insurance and updates thereto specified herein; or

(e) Contractor breaches any representation or warranty provided herein.

17.7 SUSPENSION & TERMINATION FOR DEFAULT. Enterprise Services may suspend Contractor's operations under this Contract immediately by written cure notice of any default. Suspension shall continue until the default is remedied to Enterprise Services' reasonable satisfaction; *Provided*, however, that, if after thirty (30) calendar days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Contract. All of Contractor's obligations to Enterprise Services and Purchasers survive termination of Contractor's rights under this Contract, until such obligations have been fulfilled.

17.8 REMEDIES FOR DEFAULT.

(a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Contract are in addition to all other available remedies.

(b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Purchasers replacement Goods and/or Services. In such event, Contractor shall be liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Contract price and the replacement or cover price as well as any administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement.

17.9 LIMITATION ON DAMAGES. Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Purchaser be liable to the other for exemplary or punitive damages; *Provided*, however, that nothing contained in this Section shall in any way exclude or limit: (a) a party's liability for all damages arising out of that party's intentional acts or omissions; (b) the operation of any Goods or Services warranty provided in this Contract; or (c) damages subject to the Intellectual Property Indemnity section of this Contract. Any limitation of either party's obligations under this Contract, by delivery slips or other documentation is void.

17.10 SUSPENSION/TERMINATION PROCEDURE. Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or termination. Accordingly, Contractor shall deliver to Purchasers all Goods and/or Services that are complete (or with approval from Enterprise Services, substantially complete) and Purchasers shall inspect, accept, and pay for the same in accordance with this Contract and the applicable Purchase Order. Unless directed by Enterprise Services to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.

18 **PURCHASE ORDER TERMINATION**. Purchaser Orders between Eligible Purchasers and Contractor may be terminated as follows:

(a) Upon the mutual written agreement of the parties to the Purchase Order;

(b) By the non-breaching party where the breach of the Purchase Order is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching party, unless a different time for cure is otherwise stated in the applicable Purchase Order; or

(c) As otherwise expressly provided for in the applicable Purchase Order.

Purchase Orders shall terminate automatically and without further action if a party becomes insolvent or is placed in receivership, reorganization, liquidation, or bankruptcy. In addition to any other available remedies, the non-breaching party may terminate the Purchase Order as provided in subsection (b) above without further liability by written notice to the breaching party. A termination for breach shall not affect rights or obligations accrued or owed before the effective date of the termination notice.

19 **PUBLIC INFORMATION & PUBLIC RECORDS DISCLOSURE REQUESTS**.

19.1 WASHINGTON'S PUBLIC RECORDS ACT. Unless statutorily exempt from public disclosure, this Contract and all related records are subject to public disclosure as required by Washington's Public Records Act, RCW 42.56.

19.2 CONTRACTOR OBLIGATION. Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records provided to Enterprise Services that Contractor believes are statutorily exempt from disclosure and identify the precise statutory basis for exemption from disclosure. In addition, if, in Contractor's judgment, certain portions of such records are not statutorily exempt from disclosure but are sensitive because particular portions of Contractor's records (NOT including pricing) include highly confidential, proprietary, or trade secret information (or the equivalent) that Contractor protects through the regular use of confidentiality or similar agreements and routine enforcements through court enforcement actions, Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records that include such sensitive information.

19.3 ENTERPRISE SERVICES' OBLIGATION. In the event that Enterprise Services receives a public records disclosure request pertaining to records that Contractor has submitted and marked either as (a) statutorily exempt from disclosure; or (b) sensitive, Enterprise Services, prior to disclosure, shall do the following: Enterprise Services' Public Records Officer shall review any records marked by Contractor as statutorily exempt from disclosure. In those situations, where the designation comports with the stated statutory exemption from disclosure, Enterprise Services shall redact or withhold the record(s) as appropriate. For records marked 'sensitive' or for records where Enterprise Services determines that no statutory exemption to disclosure applies or is unable to determine whether the stated statutory exemption to disclosure properly applies, Enterprise Services shall notify Contractor, at the address provided in the Contract, of the public records disclosure request and identify the date that Enterprise Services intends to release the record(s) (including records marked 'sensitive' or exempt from disclosure) to the requester unless Contractor, at Contractor's sole expense, timely obtains a court order enjoining Enterprise Services from such disclosure. In the event Contractor fails to timely file a motion for a court order enjoining such disclosure, Enterprise Services shall release the requested record(s) on the date specified. Contractor's failure properly to identify exempted or sensitive information or timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such records are exempt or protected from public disclosure.

20 **GENERAL PROVISIONS**.

20.1 TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Contract.

20.2 COMPLIANCE WITH LAW. Contractor shall comply with all applicable law. Contractor shall obtain all necessary permits and approvals and give all stipulations, certifications, and representations that may be required for it to perform this Contract.

20.3 NONDISCRIMINATION.

(a) Nondiscrimination Requirement. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination

requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.

(b) Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).

(c) Default. Notwithstanding any provision to the contrary, Enterprise Services may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Enterprise Services receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Enterprise Services may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

(d) Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between this Contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Enterprise Services and/or Purchasers shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Enterprise Services and/or Purchasers for default under this provision.

20.4 ENTIRE AGREEMENT. This Contract constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.

20.5 AMENDMENT OR MODIFICATION. Except as set forth herein, this Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party.

20.6 AUTHORITY. Each party to this Contract, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Contract and that its execution, delivery, and performance of this Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

20.7 NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Contract. Neither party is an agent of the other party nor authorized to obligate it.

20.8 INDEPENDENT CONTRACTOR. The parties intend that an independent contractor relationship is created by this Contract. Contractor and its employees or agents performing under this Contract are not employees or agents of Enterprise Services. Contractor shall not have authorization, express or implied, to bind Enterprise Services to any agreement, liability, or understanding, except as expressly set forth herein. Contractor and its employees and agents are not entitled to unemployment insurance or worker's compensation benefits through Enterprise Services or the State of Washington and Enterprise Services and the State of Washington shall not pay for or otherwise provide such coverage for Contractor and its employees and agents.

20.9 ASSIGNMENT. Contractor may not assign its rights under this Contract without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor (a) provides written notice to Enterprise Services within thirty (30) calendar days of such event and (b) timely executes Enterprise Services' Assignment, Assumption, and Consent Agreement, Contractor may assign its rights under this Contract in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Contract notwithstanding any prior assignment of its rights.

20.10 BINDING EFFECT; SUCCESSORS & ASSIGNS. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

20.11 ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS AND/OR SERVICES. Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any Goods and/or Services provided in Washington for the purpose of carrying out Contractor's obligations under this Contract, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.

20.12 FEDERAL FUNDS. To the extent that any Purchaser uses federal funds to purchase Goods and/or Services pursuant to this Contract, such Purchaser shall specify, with its Purchase Order, any applicable requirement or certification that must be satisfied by Contractor at the time the Purchase Order is placed or upon delivery of such Goods and/or Services to Purchaser.

20.13 SEVERABILITY. If any provision of this Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Contract, and to this end the provisions of this Contract are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Contract.

20.14 WAIVER. Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Contract, nor shall any purported oral modification or rescission of this

Contract by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.

20.15 SURVIVAL. All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Contract shall survive and remain in effect following the expiration or termination of this Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.

20.16 GOVERNING LAW. The validity, construction, performance, and enforcement of this Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to any choice of law principles that would provide for the application of the laws of another jurisdiction.

20.17 JURISDICTION & VENUE. In the event that any action is brought to enforce any provision of this Contract, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.

20.18 ATTORNEYS' FEES. In the event of litigation or other action brought to enforce this Contract, each party shall bear its own attorneys' fees and costs.

20.19 FAIR CONSTRUCTION & INTERPRETATION. The provisions of this Contract shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Contract. Each party hereto and its counsel has reviewed and revised this Contract and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Contract. Each term and provision of this Contract to be performed by either party shall be construed to be both a covenant and a condition.

20.20 FURTHER ASSURANCES. In addition to the actions specifically mentioned in this Contract, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Contract.

20.21 EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Contract in their entirety.

20.22 CAPTIONS & HEADINGS. The captions and headings in this Contract are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Contract nor the meaning of any provisions hereof.

20.23 ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Contract or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract or such other ancillary agreement for all purposes.

20.24 COUNTERPARTS. This Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this

Contract at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Contract.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON **Department of Enterprise Services**	**TK Elevator Corporation,** **a Delaware Corporation**
By: Elena McGrew	By: Tara Whitford
Elena McGrew Type Name	Tara Whitford Type Name
Its: Procurement Manager Title	Its: Area Sales Director Title

INCLUDED GOODS/SERVICES

Contractor shall perform equipment Full-Service Maintenance, Preventative Maintenance, testing, documentation and logging of all service visits, conduct repair services and other service components (hereafter "Elevator Services") as set forth in the Contract, shall furnish all materials and labor, and comply with all requirements according to currently adopted codes for the designated elevator, lift, or escalator equipment (hereafter "Equipment").

DEFINITIONS

"Full-Service Maintenance" shall refer to maintenance of Equipment where the Contractor performs systematic Preventative Maintenance, examinations, routine examinations, adjustments, testing, repairs and provides all materials, labor, supervision, diagnostic equipment, laptops, tools, supplies, weights, fluids, and other maintenance and repair services necessary to ensure regulatory compliance, prevent malfunctions or shutdowns due to normal wear and tear, to provide for continuous and safe operation of Equipment, and to prolong the life of all Equipment.

"**Preventative Maintenance**" shall refer to Contractor performing routine examinations, testing, adjustments, lubrication, repairs and like-for-like replacement of system component parts, furnishing all materials, labor, supervision, diagnostic equipment, laptops, tools, supplies, weights, fluids, and other goods and services necessary to ensure regulatory compliance, to prevent malfunctions or shutdowns due to normal wear and tear, to provide for continuous and safe operation of Equipment, and to prolong the life of all Equipment.

SPECIFICATION REQUIREMENTS

1. Equipment Pre-Maintenance Services

Contractor shall perform Equipment Pre-Maintenance Services at the start of a Purchaser's initial agreement term to ensure the Equipment is in good working order and/or brought into compliance with current codes and regulations. The Contractor shall make an initial inspection of the Equipment upon commencement of the Purchaser's agreement and report any deficiencies not previously identified by the prior Contractor. If any necessary corrections or repairs are identified within thirty (30) calendar days of the commencement of the Purchaser's agreement, the Contractor shall submit a T&M proposal using the Contractor's Time and Material rates; however, the Purchaser reserves the right to solicit offers from, and have corrections, or repairs made by other Contractors.

For Equipment covered under a Full-Service Maintenance, any repairs not identified by the Contractor and not reported to the Purchaser within the first thirty (30) calendar days of the commencement of the Purchaser's agreement, it is held that the Contractor has not found any deficiencies, and all repair work shall be at the Contractor's expense and shall become the responsibility of the Contractor to Repair under the Full-Service Preventative Maintenance provision of the Purchaser's agreement.
If Equipment was previously maintained by the same Contractor, any deficiencies identified in the initial inspection shall become the responsibility of the Contractor to Repair under the Full-Service Preventative Maintenance provision of the Purchaser's agreement.

2. Full Service Maintenance and Plan Frequency

	Maintenance Rate	**Exclusions listed in Section 2.10**
Full Service Maintenance and Required ASME Examinations/Tests (Including On-site response and Troubleshooting)	Included	N/A
Standby Services	Included	Time and Material (T&M) would apply
Repairs/Replacements	Included	Time and Material (T&M) would apply

Full Service Maintenance Plan Frequency: Purchaser's Purchaser Order will specify the frequency of the Full Service Maintenance visits. Purchaser's may request monthly, quarterly, or annual Services for regularly scheduled services and/or periodic Services, for each type of Equipment within a Region in accordance with ***Exhibit B – Prices for Goods/Services.*** Contractor shall provide Purchaser, for its review and approval, a proposed schedule to perform the Elevator Services. Contractor shall obtain written authorized from Purchaser for changes to the agreed schedule.

2.1. Preventative Maintenance

Preventative Maintenance includes but is not limited to: a maintenance program for the Contractor to service all Equipment and associated parts. The work to be performed by the Contractor under the specifications shall consist of furnishing all material, labor, supervision, tools, supplies, and other expenses necessary to provide full-service maintenance, including applicable component adjustments at regular intervals and repair or replace all worn or defective components where necessary, and replacement of parts as herein specified for all equipment covered. Contractor shall systematically examine, adjust, lubricate, clean and when conditions warrant, repair or replace the parts and components and all other mechanical or electrical equipment, including, but not limited to the following elevator types also known as "Equipment":

A. Passenger Elevator
   i. Traction (roped)
      - Geared
      - Gearless
   ii. Hydraulic
      - Conventional
      - Hole-less
      - Roped Hydraulic (hybrid of traction and hydraulic)
   iii. Machine Room Less (MRL)
      - Traction
      - Hydraulic

B. Service/Freight Elevator
   i. Traction (roped)
      - Geared
      - Gearless
   ii. Hydraulic
      - Conventional
      - Hole-less
      - Roped Hydraulic (hybrid of traction and hydraulic)

iii. Machine Room Less (MRL)
- Traction
- Hydraulic

C. Escalator

D. Industrial. Typically used in industrial type warehouses.
i. Hoist
ii. Incline

E. Lift
i. Wheelchair Lift
ii. Dumbwaiter
iii. Platform Lift

2.2. Full Service Maintenance Coverage

Contractor shall prepare and submit to Purchaser a detailed Full Service Maintenance schedule for all Equipment to be serviced within five (5) calendar days after execution of the Purchaser's Purchase Order. As a minimum, the Equipment shall be examined and maintained in accordance with currently adopted codes:

A. Contractor shall include the following elements in the preventive maintenance procedures for the Equipment:
i. Provide operational checks of all Equipment car door safety edges/detectors. Contractor shall provide documentation of such checking in their machine room check charts.
ii. Provide check of directional lights, call registered lights and all other Equipment lighting fixtures.
iii. Furnish and replace all burned out bulbs on each visit.
iv. Maintain pit lighting, car top lighting and hoistway lighting.

B. Contractor shall repair loose cab handrails and maintain fastening bolt tightness, repair and maintain communication equipment, cabinetry doors, and door hinges.

C. **For Geared/Gearless Elevators** and according to currently adopted codes, Contractor shall:
i. Furnish lubricants and all Furnish lubricants and all cleaning supplies selected by Contractor to meet the manufactures and specific requirements of the equipment.
ii. Regularly and systematically examine, adjust, clean, lubricate as required, and if conditions warrant, repair, or replace:
- Geared/Gearless hoist machine-including brake, armature fields, brushes, brush rigging, gear case, gears, bearings, hoist motor and sheaves
- Hoist and governor ropes
- Governor
- Governor pit sheave
- Controllers, selector, starters, dispatcher and relay panels
- All bearings
- All rotating elements
- Contacts, relays and timers
- Resistors and transformers

- Solid-state devices and all sub-components including batteries and backup batteries
- In-car emergency lighting
- Traveling cables
- Firefighter's service equipment
- Automatic power door operators, landing and car door hangers, landing and car door contacts, door protective devices, hoistway door interlocks, bottom door guides
- Interlocks and door closers/closures
- Car buffers
- Car exhaust fan
- Car-top inspection station
- Limit and slowdown switches
- Door protective devices and alarm bells
- Car and corridor operating pushbuttons
- Load weighing equipment
- All hall lanterns, car position and hall position indicators, lobby control panels, car operating panels, and all other signal and accessory facilities furnished and installed as a part of the whole equipment
- Car and counterweight roller guides
- Batteries
- Communication devices

D. **For Hydraulic Elevators, Wheelchair Lifts, and Platform Lifts** and according to currently adopted codes, Contractor shall:

i. Furnish lubricants and all cleaning supplies selected by Contractor to meet the manufactures and specific requirements of the equipment.

ii. Regularly and systematically examine, adjust, clean, lubricate as required, and if conditions warrant, repair, or replace:

- Hydraulic pumps and associated plumbing
- Hydraulic cylinder (part that is not in the ground), plunger, packing and packing head
- Hydraulic fluid and piping, unless the piping is underground
- Seismic valve and pit shut off valve
- Hydraulic oil line couplings
- All exposed hydraulic oil lines, brackets and stands
- Controllers, starters, selector and relay panels
- Pump motors
- All bearings
- All rotating elements
- Contacts, relays and timers
- Resistors and transformers
- Solid-state devices

- In-car emergency lighting
- Firefighter's service equipment
- Automatic power door operators, landing and car door hangers, landing and car door contacts, door protective devices, hoistway door interlocks, bottom door guides, door closures, slide guides and rails
- Interlocks
- Car buffers
- Limit and slowdown switches
- Door protective devices and alarm bells
- Car and corridor operating pushbuttons
- Load weighing equipment
- All hall lanterns, car position and hall position indicators, lobby control panels, car operating panels, and all other signal and accessory facilities furnished and installed as a part of the whole equipment
- Electrical Traveling Cables
- Batteries
- Communication devices

E. **For Escalators** and according to currently adopted codes, Contractor shall:

i. Furnish lubricants selected by Contractor to meet the manufactures and specific requirements of the equipment.

ii. Regularly and systematically examine, adjust, clean, lubricate as required, and if conditions warrant, repair, or replace:

- Machine, worm, gear, external gearing, drive chain, thrust bearing, main bearings, and brake assembly, coil, linings and component parts
- Motor, motor windings, rotating elements and bearings. Contractor is obligated to remove and properly dispose any waste, oil, and hazardous materials in accordance to local, state and federal requirements
- Controller, all relays, contacts, coils, resistance for operating and motor circuits, operating transformers, and operating rectifiers
- Handrail, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step tread, step wheels, step chains, step axle bushings, comb plates, floor plates and tracks
- Upper drive, upper drive bearings, tension sprocket bearings, upper newel bearings and lower newel bearings
- All balustrade, deck, skirt, skirt brushes and trim fastenings (screws, clips, etc.)
- Under step lighting
- All safety devices, including but not limited to, skirt switches, emergency stop switches, handrail switches, stop switches, broken chain switches, step out of position switches, missing step detectors, step up-thrust safety switches, and etc.
- Maintain all accessory equipment, and if conditions warrant, repair or replace the following escalator components: escalator power unit, controller parts, electrical switches, wiring, bearing, governors and brakes, step and chain

wheels, chains and sprockets, steps and step treads, comb plates, safety device handrails.

F. **For Oil Changes** recommended by Contractor during the Equipment Pre-Maintenance Services time frame in Section 1 above or upon Purchaser's request to change oil despite Contractor's test showing passing, Contractor:

i. Provide the Purchaser with the following:

- Age of Equipment
- Date of last complete oil change
- Approximate number of hours Equipment was used since last complete oil change
- Manufacture's recommended oil change for specific Equipment
- Equipment Model and Type
- What signs and/or symptom Equipment is showing an oil change is required
- Provide a copy of the oil analysis testing results
- Provide current pictures to Purchaser
- Provide estimate/quote on costs and anticipated time Equipment will be out of service

ii. Purchaser shall issue a Purchaser Order if approved to proceed.

iii. Contractor shall provide pictures to Purchaser after complete oil change.

2.3. Full Service Maintenance – Other Requirements

A. Contractor must repair the elevator regardless of the reason for the shutdown and it is included in the preventative maintenance section and this is not a billable service and shall not be excused from equipment shut downs allegedly caused by "faulty or dirty" building incoming electrical power unless Contractor provides the fault log or documentation showing there was a power failure or power outage resulting in Equipment shut-down on date of service call.

B. Contractor shall inspect of hoistway, pit equipment, car top, machine rooms, and interiors as part of scheduled preventive maintenance at no additional expense to Purchaser.

C. Any and all remote monitoring equipment and on-going service shall be at the Contractor's total expense.

D. Contractor shall assign an Elevator Technician to assist with heat and/or smoke detector testing in the hoistway (fire system testing), emergency generator tests.

E. Contractor shall post the standard Preventive Maintenance schedule/chart and a Preventative Maintenance Log in the Equipment machine rooms and any designated areas. The Preventative Maintenance Log shall include all entries for routine and non-routine maintenance, and repairs. Entries shall include date Full Service Maintenance is complete, Elevator Technician or supervisor's name, brief description of Full Service Maintenance completed and the approximate time required for Full Service Maintenance. Contractor shall post the standard Preventive Maintenance schedule/chart and a Preventative Maintenance Log in the Equipment machine rooms and any designated areas. The Preventative Maintenance Log shall include all entries for routine

and non-routine maintenance, and repairs. Entries shall include date Full Service Maintenance is complete, Elevator Technician or supervisor's name, brief description of Full Service Maintenance completed and the approximate time required for Full Service Maintenance. The Preventative Maintenance Log and Full Service Maintenance schedule/chart shall be maintained for Purchaser's review and examination at any time. Purchaser may copy the Full Service Maintenance Log and Full Service Maintenance schedule/chart at any time. The log book will be made available to the Contractor at all times, including times when no designated Purchaser's personnel is/are present. Contractor shall provide Purchaser with a schedule, in either written or electronic form, (as preferred by Purchaser) of when Equipment will be taken out of service for Full Service Maintenance. Purchaser must approve any changes to this schedule in writing.

F. Contractor shall maintain one (1) complete set of wiring diagrams showing "as built" conditions with any changes or modifications to circuits resulting from control modifications, parts replacement or Equipment up-grade in each machine room as required by Labor and Industries and the Elevator Technicians to utilize when troubleshooting/testing/etc. When any modifications are made to diagrams, the modified drawings must be made. the original changes shall be maintained in the Equipment machine room. Purchaser retains sole possession of these wiring diagrams. Wiring diagrams shall be kept legible, neat, and orderly fashion in each machine room.

G. Purchaser will provide wiring diagrams, if available. If Purchaser does not provide the wiring diagrams, Contractor shall work with Purchaser to provide the diagrams, at Purchaser's expense.

H. Contractor shall be responsible for maintaining exterior of the machinery, and other parts of the Equipment, properly painted, identified, and presentable at all times.

I. Contractor shall provide a lockable metal- parts cabinet in each Equipment machine room to store parts and materials like rags, fluids, etc. Contractor shall coordinate purchase and/or installation for purchase of the correct cabinet that is allowed in the elevator machine room with Purchaser, as needed. Contractor shall supply materials and supplies at the Contractor's cost plus for replacement parts from ***Exhibit B – Prices for Goods/Services*** sheet.

J. Contractor shall be required to provide a member of their supervisory personnel, regularly engaged in examinations and supervision, to visit Purchaser's site at least annually to observe the quality of Maintenance and to make certain that the quality of Maintenance meets the specified and intended standards. The Supervisor shall schedule each visit with Purchaser. Purchaser may provide a member of their staff to accompany the Contractor during the on-site review of the Equipment machine rooms and equipment. Examinations and supervision by Contractor shall be at no cost to Purchaser. Contractor shall provide a written report of the results of this examination to the Purchaser's within fourteen (14) calendar days of the on-site examination Contractor must repair the elevator regardless of the reason for the shutdown and it is included in the preventative maintenance section and this is not a billable service and shall not be excused from equipment shut downs allegedly caused by "faulty or dirty" building incoming electrical power unless Contractor provides the fault log or documentation showing there was a power failure or power outage resulting in Equipment shut-down on date of service call.

2.4. General Equipment Services Requirements

A. Equipment Services shall be conducted in a manner consistent with Purchaser's intent to provide uninterrupted service. The Equipment must provide reliable and safe transportation on a continuous basis, twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days per year. Having the Elevator Equipment running at all times is extremely important especially for public facing entities that provide essential services.

B. Contractor shall notify Purchaser if Equipment Services will generate excessive noise and shall schedule such Equipment Services with Purchaser in advance.

C. Overtime Elevator Services required or requested shall be scheduled and approved with the Purchaser in advance. Contractor needs to request whether the Purchaser wishes to pay for overtime, as in some cases, the Elevator Equipment may not need to be repaired after 6pm and can wait until the next day.

D. All records and documents pertaining to the Equipment provided to Contractor by Purchaser shall be kept current and in good condition and shall be returned to Purchaser upon demand or upon termination the Purchaser's Purchase Order.

E. Contractor shall Purchaser, prior to commencement of Equipment Services, with Safety Data Sheets (hereafter "SDS") for products Contractor intends to employ under the Purchaser's Purchase Order.

F. Contractor will provide their own appropriate service manuals, adjusting manuals, and technical manuals for all Equipment for use by the Contractor during the term of the contract.

G. Removal of Equipment from service shall be scheduled with Purchaser. Contractor shall notify Purchaser before any Equipment is removed from service and when such Equipment is placed back in normal service. Emphasis shall be placed on keeping the Equipment operating during the day. Contractor's Elevator Technician shall document and record in the MCP, the Purchaser's employee who was notified and approved the removal of Equipment.

H. Downtime notification is required according to the following schedule:

   i. **Emergency Shut Down.** Purchaser is to be notified immediately by phone, cell phone, or radio of emergency repairs or safety issues at time of detection. At minimum, a voice-mail and email message is required.

   ii. **Short Shut Down**. Purchaser is to be informed in writing (e-mail acceptable) at least three (3) business days business days in advance when Equipment will be taken down for more than two (2) hours for non-emergency service/repair.

   iii. **Major Shut Down**. Purchaser is to be informed in writing (e-mail acceptable) one (1) week in advance when an unit will be taken down for more than one (1) day for non-emergency service/repair.

I. Contractor shall immediately shut down and remove the Equipment from service when it appears to Contractor to be unsafe or operating in a manner which might cause injury to anyone using said Equipment. Contractor shall provide Purchaser written notice of such action immediately, stating the reason the Equipment was placed out of service and corrective measures required to place the Equipment in service. Written notice shall be provided to Purchaser before Contractor's Elevator Technician leaves the jobsite.

J. Contractor shall provide Purchaser with the names of Elevator Technician Mechanic, Elevator Technician Mechanic In Charge, and Apprentices ("Elevator Technicians") that will be performing the Equipment Services at least five (5) business days after Purchaser's Purchase Order start date. All Contractor's Elevator Technicians that perform may be required to pass a background and security check, provide fingerprinting forms, and complete security awareness training before performing Equipment Services. If there is a change in the Elevator Technician assigned to Purchaser, Contractor's supervisory staff must notify Purchaser prior to the replacement Elevator Technician's first visit.

K. Purchaser reserves the right to request Contractor to replace any or all Elevator Technicians assigned to its buildings if it deems they are not performing in a satisfactory manner, or such personnel who refuse to comply with Purchaser's policies and guidelines.

L. Contractor's Elevator Technicians shall wear clean, neat, well-maintained uniforms identifying them as employees of Contractor for ease of identification by Purchaser.

M. Contractor's arrival and upon completion of Equipment Services or any time Contractor's Elevator Technician leaves the jobsite, Contractor shall inform Purchaser.

N. Contractor shall be solely responsible for all means, methods, techniques, sequences, and procedures of the Equipment Services at no extra cost to Purchaser.

O. Contractor shall follow L and I's requirements for "Lock out Tag Out" regulations and procedures. I Lock Out-Tag Out.

P. Contractor shall maintain the entire Equipment system in a clean manner at all times. Contractor shall furnish a fireproof metal trash container in each machine room. coordinate purchase with Purchaser the correct trash container is allowed in the elevator machine room with Purchaser., as needed. Contractor shall supply materials and supplies at the Contractor's cost plus for replacement parts from ***Exhibit B – Prices for Goods/Services*** sheet. Contractor shall insure that all areas are clean and salvaged materials or scraps are removed before leaving jobsite. This includes but is not limited to: Removal of oily rags, removal of dirt, grease, and lint, maintaining the exterior of all Equipment free of lint, dirt, oil, grease, clean all machine room equipment including: floors, controller/selector, car top, hoistway door track, hanger, interlock, header, strut, hoistway side of sills, underside of car platform, car guides, car door operator, track, hangers, inside area of header, crosshead, guide rail/bracket, fascia, dust cover, pit and inside car station, hall station, lantern, and lobby panel. The cleaning must be to a minimum of Equipment industry standards and shall be to the full satisfaction of Purchaser. If Purchaser decides the cleaning level is below Purchaser's standards, Purchaser has the option of performing necessary clean-up actions or bringing in another contractor to do so, with prior notice provided to Contractor, if the Contactor fails to rectify any deficiencies within the specified timeframe. All costs of the cleaning by another contractor or by Purchaser shall be reimbursed by the Contractor. Contractor will be fully responsible for removal and disposal of all oils, greases, solvents and soiled

cleaning cloths/rags that are used in performing the Equipment Services. All material will be disposed of in accordance with all applicable present or future City, State and Federal Laws and Regulations.

Q. Contractor shall maintain at all times the original Equipment speed in feet per minute. Perform all adjustments required to maintain the proper door opening and closing time, within limits of applicable codes. Check the operating system for each unit to ensure that unit is kept operating continuously and make necessary tests and corrections to ensure all circuits are correct and time settings are properly adjusted.

R. Contractor shall maintain the following minimum Equipment performance requirements. If Contractor is not able to locate written documentation for the last speed test, Contractor shall include the Equipment performance requirements below in Section 1, Equipment Pre-Maintenance Services above during the initial pre-maintenance service visit.

i. Speed:

- +/- 3% in both directions under all loading conditions for all geared/gearless elevators.
- +/-10% in both directions under all loading conditions for hydraulic elevators.

ii. Door closing time:

- Measured from start of door closing until the hoistway doors are fully closed, will be the maximum permitted by Code.

iii. Door dwell time.

- As permitted by The Americans with Disability Act, as now or hereafter amended.

iv. Floor leveling accuracy.

- As required by code.

In accomplishing the above requirements, Contractor shall maintain a comfortable elevator ride with smooth acceleration, retardation and a soft stop. Door operation shall be quiet and positive with smooth checking at the extremes of travel.

S. Contractor shall not be responsible, unless directed by Purchaser in which costs shall be incurred by the Purchaser, for replacing equipment to meet changes in code requirements as may be recommended and/or directed by insurance companies, Federal, State, Municipal or other Governmental authorities. Should a full replacement of an elevator, escalator, chair lift and/or platform lift be required, Purchasing may facilitate a public works project. The successful Contractor may be responsible for the maintenance of the elevator, escalator, chair lift and/or platform list and its associated equipment and parts in accordance with the manufacturer's warranty (typically one (1) year). At the conclusion of the warranty period, in accordance with the contents, the Full Service Maintenance, Contractor shall resume all maintenance activities associated with the maintaining the replaced elevator, escalator, chair lift and/or platform lift.

T. Contractor shall not be responsible, unless directed by Purchaser in which costs shall be incurred by the Purchaser, for replacing equipment to meet changes in code requirements as may be recommended and/or directed by insurance companies, Federal, State, Municipal or other Governmental authorities. Should a full replacement of an elevator, escalator, chair lift and/or platform lift be required, Purchasing may facilitate a public works project. The successful Contractor may be responsible for the maintenance of the elevator, escalator, chair lift and/or platform list and its associated equipment and parts in accordance with the manufacturer's warranty (typically one (1) year). At the conclusion of the warranty period, in accordance with the contents, the Full Service Maintenance,

Contractor shall resume all maintenance activities associated with the maintaining the replaced elevator, escalator, chair lift and/or platform lift.

U. Contractor shall be responsible for giving immediate notice to the designated Purchaser of any condition, which the Contractor's employees discovers, that may present a hazard to either the Equipment or passengers.

V. Contractor shall be responsible for keeping the exterior of the Equipment, machinery and other parts of the equipment subject to rust, painted with heat resistant enamel and presentable at all times. The motor windings shall be treated as needed with proper insulating compound as recommended by the motor manufacturer. Cleaning and re-finishing of the interior of the cars and exterior of hoist way door frames, if requested by Purchaser, shall be a Time & Material rate via a purchaser order.

W. Contractor shall maintain all Equipment in hoistways, pits, machine rooms, and assigned elevator. Contractor shall maintain the work space in a clean, orderly condition, free of dirt, dust and debris; pits and machine spaces shall be kept dry and clean.

2.5. Full Service Maintenance Additional Requirements

Full Service Maintenance shall be performed during normal business hours and charged at a regular hourly rate, unless otherwise requested and approved by the Purchaser in advance. Normal business hours shall mean 6 am to 6 pm, Monday through Friday with the exception of holidays as stipulated by the International Union of Elevator Constructors' local labor agreement.

A. Outside of normal business hours, the Purchaser shall call Contractor through its normal business telephone numbers. Contractor shall provide a reliable means of communication between Contractor's local office and the lead Elevator Technician.

B. Working hours and unscheduled delays. There may be situations that require the Contractor to work other than normal hours and to suspend, postpone, or reschedule work. These situations are normal for large institutional purchasers on this contract. When the Contractor's access to a work area conflicts with a Purchaser's operational requirement, Contractor shall reschedule the work to minimize the disruption; this may require performing the work at times other than normal duty hours. Schedule delays imposed by the Purchaser must be communicated in advance to the Contractor. Purchaser will pay T&M if Contractor arrives to perform scheduled maintenance and is prevented from performing their duties due to the Purchaser. Elevator Services performed outside normal working hours shall be billed at the Overtime Rate.

2.6. Maintenance Control Program (MCP)

Contractor shall provide Maintenance Control Program (MCP) that are standardized and contains at a minimum the details on the L&I MCP document below

- **Hydraulic**: Maintenance Control Program Documentation & Records Hydraulic Elevators (F621-123-000) (wa.gov)
- **Electric**: Maintenance Control Program Documentation & Records Electric Elevators (F621-122-000) (wa.gov)

Contactor shall provide and complete a Purchaser's Maintenance Control Plan (hereafter "MCP"), for the Equipment according to currently adopted codes. The MCP shall at a minimum include examinations, Full Service Maintenance, and tests of Equipment at scheduled intervals in order to ensure that the installation conforms to the requirements of ASME A17.1/CSA B44 Section 8.6 and according to currently adopted codes. The MCP shall also include procedures for tests, periodic checkups, preventative maintenance, replacements, adjustments, and repairs for all SIL rated E/E/PES electrical protective devices and circuits and identify where unique or product-specific procedures or methods are required, to examinations or test Equipment.

A. The MCP procedures and intervals may also be based on the Purchaser's requirements as well as:
   - **i.** Equipment age, condition, and accumulated wear
   - **ii.** Design and inherent quality of the Equipment
   - **iii.** Usage
   - **iv.** Environmental conditions

   The Manufacturer's recommendations for any SIL rated devices or circuits:
   - The instructions for locating the MCP shall be provided in or on the controller along with instructions on how to report any corrective action that might be necessary to Purchaser.
   - MCP shall be located in the elevator machine rooms and shall be in full document compliance with ASME and according to currently adopted codes. MCP documents shall be filled out in full and completely maintained and updated by Contractor's Elevator Technicians.

2.7. Service Tickets

A. After each Equipment service call and regularly scheduled Full Service Maintenance, a legible ticket will be completed indicating the date of Equipment services, location, description and condition of Equipment being Serviced, Equipment services performed, parts replaced, total hours on the job and the Elevator Technician performing the Equipment Service. In the case of an Equipment shutdown or repair, the Service ticket will describe the cause of the Equipment failure and the action taken to correct the failure. Upon Purchaser's request, Contractor shall provide a report of all Service tickets. Contractor shall send or email Purchaser copies of all tickets, callback logs, extra billing, test reports, and repairs for a specified time period. Contractor will, upon request, provide Purchaser with written recommendations to minimize callbacks based on the analysis of the callback trends.

B. All Service tickets shall be left with or completed electronically and emailed to the Purchaser or available via online portal after all visits. Copies of Service tickets shall be included with Contractor invoices.

2.8. Callbacks

For all items noted in Section 2.2, Full Service Maintenance Coverage that requires maintenance or repairs outside of the Contractor's scheduled onsite full service maintenance visit, shall continue to be considered a full service maintenance item to be maintained or repaired at no additional expense to Purchaser.

2.9. Contractor and Purchaser Meetings

When requested by the Purchaser, monthly or quarterly meetings as scheduled by the Purchaser, held at the Purchaser's location or held virtual or by telephone with the Contractor's primary site Elevator Technician and/or Contractor's primary invoicing point of contact and Contractors' escalation point of contacts for the following purposes.

- Review job progress, past performance, outstanding deficiencies, outstanding T&M work, quality of work, and approval and delivery of materials.
- Identify and resolve problems that impede planned progress.
- Coordinate the efforts of all concerned so that progresses on schedule to on time completion.
- Maintain a sound working relationship between the Contractor and the Purchaser, and a mutual understanding of the requirements.
- Resolve any invoicing and payment issues, or other pending concern or issue.

2.10. Full Service Maintenance Exclusions

The only circumstance where the Contractor shall not be obligated under this agreement to repair damage at no additional cost is where such damage was caused by fire or force majeure, except that which is caused by the Contractor or by the willful destruction of the equipment by the Purchaser, clients, employees, or visitors. With respect to repair for which the Contractor is not obligated under this section, the Purchaser will pay at Contractor's time and material rates for any Purchaser approved Time and Material (T&M) Proposals. Repairs **not** included in the Full Service Maintenance may be corrected by Contractor with prior written estimate from Contractor and with Purchaser issued Purchaser Order. All material required for the below-mentioned repairs will be paid on either a time and material (T&M) or not-to exceed basis as defined in the Contractor's proposal. The Contractor will be paid only for repairs that Purchaser issued a Purchase Order and actually required.

Examples of these are the following: Refinishing, repairing or replacing car enclosures, hoistway, enclosure, hoistway door panels, frames, and sills, and all power supply panels and feeders. Cost of repairs, replacements, or removal necessitated by any cause, other than ordinary wear, which is occasioned by negligence shall be determined by the Purchaser. Any repairs that are not the Contractor's responsibility in accordance with the Full Service Maintenance Service or Equipment Repair Services detailed below.

- Door knocked off the tracks/broken gibs
- Elevator left on independent, fire, attendant or emergency service
- Car door detector out of adjustment from doors being hit
- Elevator turned off inside the car and the door pulled shut, unless there is an actual elevator problem that is included in their Contract
- Car enclosure, including removable panels, door panels, car doors, suspended ceilings, handrails, car finish and flooring coverings, hoistway enclosures, hoistway entrance frames, sills, signal fixture faceplates, fire recall initiation devices, cleaning of car interior or underground hydraulic piping and the underground part of the hydraulic cylinder
- Any premaintenance repairs
- Elevator Services responses due to power outages, seismic, activity and/or nudging
- Force Majeure (elaborate; ie power bumps)

- Vandalism
- Miss-use

3. Equipment Testing and Audit Services

Contractor shall conduct any tests required by the State of Washington Elevator Inspector, by ASME safety code(s) for Equipment, and according to currently adopted codes and/or by any other governing or code agency. Contractor may also be requested to audit the Equipment and provide recommendations with no additional charges to the Purchaser under the Full Service Maintenance plan.

A. Contractor shall conduct the following tests, and any other tests required by the State of Washington, Federal or any other Governing or Code Agency.

B. Tests include (however not limited to) and shall be performed at no additional costs as all tests shall be included in the Full Service Maintenance plan.
   i. Category 1 (also known as Cat 1) Testing performed every year;
   ii. Category 2 (also known as Cat 2) Testing performed every two (2) years;
   iii. Category 5 (also known as Cat 5) Testing performed every five (5) years

C. All testing will be completed BEFORE the date that it is due. Equipment services shall include, but not be limited to:
   i. Contractor shall provide examinations and testing of the Firefighter's Service-Phase I and Phase II and standby power operation, if installed as required by Authority Having Jurisdiction (AHJ). Unless approved by the Purchaser, any additional cost to complete the above examinations and testing shall be the responsibility of Contractor. Contractor shall maintain an up-to-date log of Firefighter's Service testing in the machine rooms and submit the results to Purchaser's authorized representative. Firefighter's Service testing shall be entered and recorded on a form supplied by Contractor and/or as required by the State of Washington, or both.
   ii. Provide all testing as required by the State of Washington Elevator Inspector and required by the ASME A17.1 Safety Code and according to currently adopted codes for Equipment during normal elevator industry business hours, unless requested by the Purchaser. Elevator Services performed outside normal working hours shall be billed at the Overtime rates.
   iii. Conducting tests as required by ASME A17.1, for Phase I and Phase II key switch testing and/or installations on Firefighters' Emergency Service Control System.

D. Contractor shall check the dispatching systems and make necessary tests and adjustments to ensure that all circuits and time settings are properly adjusted, and all systems are performing as designed and installed. Contractor shall submit a written report of these results to Purchaser.

E. Purchaser shall submit to Contractor all specifications which the Equipment is required to meet prior to Contractor performing the testing, including previous testing results if such tests have been performed in the past.

F. Written test reports shall be submitted to Purchaser within 10 calendar days of actual testing.

G. Purchaser shall receive fourteen (14) calendar days prior written notification of all tests so that an authorized representative of Purchaser may witness said tests. Safety precautions are understood to be of highest priority. Care will be taken to safeguard all surrounding building property during the testing. If during the testing, the actual testing fails the prescribed testing requirements in the current codes and/or ASME A17.1 and re-testing is required, Contractor shall pay all costs of Purchaser's representative to witness re-testing only if the failure of the test was due to the Contractor's acts, actions, omissions, negligence, or errors informing Purchaser of re-testing date. (Some tests require coordinating other Contractors that the Purchaser's pay for their time. For example, a shunt trip testing is one that requires electricians, elevator vendor and the fire system Contractors).

H. Contractor shall audit the equipment as requested by Purchaser. The audit report will include recommendations for improvements and estimates of cost for labor and materials to complete the suggested improvements. Purchaser's Equipment can be audited for:
   i. **Code Compliance.** Evaluate current Code compliance of all Equipment. Monitor industry and Code developments and provide Purchaser with warning of anticipated Code changes to take effect during the fiscal year following the audit report. Recommend corrections, which should be made in the fiscal year following the audit report.
   ii. **Equipment Performance.** Audit performance of all Equipment against its original parameters or specifications. Recommend corrections, which should be made in the fiscal year following the audit report.
   iii. **Equipment Aesthetics**. Audit the physical condition and appearance of the Equipment visible to users and recommend upgrades, which should be considered to keep the Equipment appealing to users and current with building standards for colors and decoration schemes.

I. Should a component fail during testing, Contractor shall be responsible to replace or repair the items necessary to return the Equipment to normal operation with no additional charges to the Purchaser under the Full Service Maintenance plan unless component is included in the exceptions and in this case when re-testing is required, re-testing will fall under the T&M charges.

J. Contractor shall assign an Elevator Technician to assist with heat and/or smoke detector testing in the hoistway including however not limited to fire system testing, and shunt trip / emergency generator tests at no additional cost to Purchaser.

Purchaser reserves the right to make examinations and tests at their expense, when deemed necessary to ascertain that the Equipment Service requirements of the Purchaser's agreement are being fulfilled. If the examination identifies that Contractor is not compliant with the applicable Equipment Service requirements of this Contract, Purchaser will promptly notify Contractor in writing of the deficiencies identified. Contractor shall reimburse Purchaser for the cost of conducting the inspection and resolve all deficiencies at Contractor's total expense within fifteen (15) calendar days of written notification. Fees for re-inspection due to Contractor's failure to eliminate deficiencies in Equipment Services and Purchaser's Purchase Order shall be reimbursed by Contractor.

4. Equipment Repair Services

Except as specified in Section 2.10, Contractor shall make (or cause to be made) all repairs made necessary for any reason during the term of the contract. Prior to any repairs being made by the Contractor not covered under the Contract, Contractor shall submit a written proposal to the Purchaser and obtain a

Purchaser Order to proceed. Contractor shall supply materials and supplies at the Contractor's cost plus for replacement/refurbished parts from ***Exhibit B – Prices for Goods/Services***. Contractor shall bill labor at the regular hourly rate from ***Exhibit B – Prices for Goods/Services*.** On completion of all approved and authorized repair work, Contractor shall submit to the Purchaser for payment an invoice detailing the nature of the work performed and related charges. The repair billing rate shall be set forth in ***Exhibit B – Prices for Goods/Services*** sheet.

A. In the event the Equipment fails to operate properly, Purchaser will notify Contractor by telephone and request immediate repair. Contractor shall provide twenty-four (24) hours a day, seven (7) days a week telephone service, at no additional cost to the Purchaser. Contractor shall provide a list of cellular phone numbers for emergency contact in the event the answering service is ineffective. Contractor's management contract list shall be submitted to Purchaser within five (5) business days of Purchaser's Purchase Order start date.

B. In the event the Equipment fails to operate properly, Purchaser will notify Contractor by telephone and request immediate repair. Contractor shall provide twenty-four (24) hours a day, seven (7) days a week telephone service, at no additional cost to the Purchaser. Contractor shall provide a list of cellular phone numbers for emergency contact in the event the answering service is ineffective. Contractor's management contract list shall be submitted to Purchaser within five (5) business days of Purchaser's Purchase Order start date.

C. If any Equipment is shut down for more than ten (10) continuous business days after notification of a failure (except for pre-scheduled or major Equipment repairs) the monthly Full Service Maintenance unit billing, if applicable, shall be suspended until the individual Equipment is restored to service.

D. If a safety or potential safety problem exists, Contractor shall immediately correct the problem. Contractor shall notify Purchaser verbally before the Contractor leaves Purchaser's facility, followed up with Contractor's written report to Purchaser stating the condition of the unit. Written notification of corrective measures undertaken shall be provided to Purchaser, in writing, as soon as possible, however must be within five (5) business day.

E. In case of an Equipment accident, Purchaser shall immediately notify Contractor. The unit will not be placed in operation until an investigation is performed by Purchaser's Representative and/or the Washington Labor and Industries Equipment Inspector if the following conditions occur:
   - **i.** A person has been injured and requires first aid treatment.
   - **ii.** The unit is not safe to place in normal operating service because of obvious mechanical and/or electrical condition.
   - **iii.** There is a concern by the Contractor or Purchaser as to the possible continued malfunction if placed in service.

F. Labor and Industries (L&I) Inspection Finding Report and Correction Notice ("L&I Report"). Purchaser shall forward a copy of the L&I Report notifying the Contractor of the L&I inspection findings report and list of corrections. Contractor shall provide Purchaser that date the Elevator Technician is scheduled to make the required L&I correction(s) within two (2) business days of notice from Purchaser. Contractor shall schedule Elevator Technician(s) to make the required corrections. The Contractor is responsible for addressing all Contractor applicable repairs to comply with L& I inspection report.

G. Labor and Industries (L&I) Inspection Finding Report and Correction Notice ("L&I Report"). Purchaser shall forward a copy of the L&I Report notifying the Contractor of the L&I inspection findings report and list of corrections. Contractor shall provide Purchaser that date the Elevator Technician is scheduled to make the required L&I correction(s) within two (2) business days of notice from Purchaser. Contractor shall schedule Elevator Technician(s) to make the required corrections. The Contractor is responsible for addressing all Contractor applicable repairs to comply with L& I inspection report.

i. If the Contractor does not complete the repairs within the timeframe provided by L&I, Contractor shall keep the Purchaser updated on the status of the repair at least every five (5) business days and provide a credit to Purchaser the amount of the L&I fine paid by Purchaser due to the Contractor's late correction.

ii. If Purchaser does not promptly notify Contractor of L&I Inspection Finding Report within two (2) business days of receipt of L&I inspection report, Contractor will not be responsible to reimburse any fines.

H. When corrective action is found to be the responsibility of the Contractor, Contractor shall proceed immediately to make replacements, repairs, and corrections. If Contractor fails to perform the Equipment Services required by the terms of the Purchaser's agreement , Purchaser may, after five (5) calendar days written notice to Contractor, perform or cause to be performed all or part of the Equipment services required thereunder. Contractor shall reimburse or provide a credit to Purchaser for any expense incurred therefore or Purchaser, at its election, may deduct the amount from any sum owed or to be owed Contractor. When such corrective action is determined not to be the Contractor's responsibility, a written report, including a cost estimate to remedy the deficiency, shall be provided to Purchaser by within twenty-four (24) hours not to exceed seventy-two (72) hours for further action by Purchaser. If the Purchaser elects to have the Contractor perform these services, Purchaser shall issue a separate Purchase Order beforehand. If a safety problem is noted, which is not within the Contractor's area of responsibility or expertise, written notice of such problem shall immediately be furnished to Purchaser by the Contractor.

5. Elevator Emergency Services

A. Emergency Service Request is defined as an entrapment or requests for immediate service in situations that are a threat to life or limb and have potential for injury, entrapment, or serious damage to property or Equipment. Purchaser will notify Contractor of a situation, and by mutual agreement Contractor will immediately dispatch an Elevator Technician Mechanic.

B. In the event a passenger is trapped in stalled Equipment, the procedures specified in the ASME A17.4, or 'Guide for Emergency Evacuation of Passengers from Elevators' or according to currently adopted codes shall be followed.

C. Contractor shall within sixty (60) minutes (or otherwise specified timeframe as negotiated upon execution of the maintenance agreement) after receipt of Purchaser's request for any Emergency Service Request of the Equipment have a discussion with the Purchaser. After discussion with the Contractor, the Purchaser may elect to have the Contractor report for the Emergency Service Request to the site the next business day.

D. The Contractor's time to appear On-site, investigate and troubleshoot the reason for the emergency service is included in the Contractor's Full Service Maintenance Rate. The Contractor may only invoice for Time and Material (T&M) (Section 7), to make repairs resulting from Callback service under the following condition:

   i. The Equipment is covered under a Full-Service Maintenance plan and the work performed is not the responsibility of the Contractor (e.g., Repairs for vandalism, fire, force majeure, or by the willful destruction of the equipment by the Purchaser, clients, employees, or visitors.

E. If any Equipment experiences a repeat call within a seven (7) calendar day period, the Purchaser may request another Elevator Technician to assist the regular Elevator Technician at no additional cost to the Purchaser. Should the same call for service reoccur within a seven (7)-day period after the arrival of an additional Elevator Technician, the Contractor shall escalate the matter and dispatch an Elevator Technician In Charge along with any diagnostic equipment necessary to determine the root cause of the problem at no additional cost to the Purchaser.

6. Equipment Standby Services

The Contractor, when requested and authorized by the Purchaser, shall provide standby Equipment services. When an Elevator Technician is required to open, standby, and close the Equipment for work not required to be done by an Elevator Technician, Contractor shall provide Equipment Standby Services when requested by Purchaser. Examples of Equipment standby services may include but are not limited to: Equipment with a glass enclosure/hoistway and the interior of it needs to be cleaned, winterizes Equipment, or when a Purchaser requests their contracted Contractor to provide an Elevator Technician on standby, etc.

A. Purchaser requesting Equipment Standby Services shall provide Contractor with the following information:
   i. Specific scope of work including estimated date and estimated hours.

B. Contractor shall provide an estimate/ quote based on Purchaser's information:
   i. Amount of hours by each type of Elevator Technician (Mechanic In Charge vs. Mechanic vs. Apprentice)
   ii. Purchaser will send Contractor a Purchase Order with a not to exceed amount.

7. Time & Material ("T&M")

A Time and Materials (T&M) proposal to Repair/replace materials that are not covered by the Full-Service Preventative Maintenance plan. The Contractor shall within five (5) business days, submit a T&M proposal along with an itemized quote for material and labor to the Purchaser for any additional work not covered under the terms of this Contract. The Purchaser will decide how to proceed with all repairs. The Purchaser may proceed with the repairs using Contractor, Purchaser staff, or other contracted labor. No work should commence without the prior written approval of the Purchaser. Purchaser shall review and approval (signature of the Purchaser designee) are required for each item replaced/repaired/supplied under the T&M allowance.

The Contractor will submit a "Not to Exceed" cost for Repair, including labor and material. Any incurred cost over the approved "Not to Exceed" amount will not be paid. The Contractor may contact the Purchaser to discuss the Repair before submitting the T&M proposal; however, the Contractor shall provide written justification if a "Not to Exceed" quote is not provided within five (5) business days. If the Purchaser approves the T&M proposal, the Contractor will be given written notification of the approved T&M proposal by the Purchaser, to proceed with the work.

If the repair is of an urgent nature (if the failure of the equipment will impact safety or comfort or will consequently cause extensive or expensive damage or loss to other equipment and/or furnishings), the Contractor shall notify the Purchaser's representative immediately. If necessary, the Purchaser will direct the Contractor to perform tasks on an urgent basis. Subsequent to the urgent service, Contractor shall submit, on the completed T&M, a description of the urgent work performed with actual hours and material charged to the urgent work. All backup documentation described in Section 10, Invoicing and Payment, is required to be submitted with the urgent T&M for payment. The invoice for T&M work shall include documentation provided in Section 10.1 (g), Contractor Invoice:

- At the Purchaser's request, the Contractor shall provide training for Equipment operation as required under the T&M proposal. This training may include emergency lowering of the elevators, routine requirements, starting and operating procedures, response to alarms, and problem diagnostics (controls/mechanical). Training is to be provided on a T&M basis either on or off-site when Purchaser issues a Purchaser Order. The training shall be invoiced at the Elevator Technician straight time hourly labor rate.
- At the Purchaser's request, the Contractor shall a submit a T&M proposal to assist in any Equipment related building/system shutdowns or maintenance, not covered elsewhere.

7.1. Time and Material ("T&M") for Fire Alarm and/or Security System Installation

The following tasks are to be performed after Purchaser's written approval of a T&M proposal in the event of fire alarm and/or security system installation:

As required, and directed by the Purchaser, the Contractor shall coordinate with the Purchaser's fire alarm and/or security system vendor during the installation of a new fire alarm and/or security systems at the Purchaser's premises. The Contractor shall perform the following under the T&M provision:

The following tasks are required to be performed at the Equipment machine rooms, elevator pits, elevator shafts, and elevator cabs:

- Contractor shall provide access to pit, and top of shaft, for demo and/or installation.
- Contractor shall provide Elevator Technicians to swing over primary recall to new system control relay.
- Contractor shall provide Elevator Technicians to swing over alternate recall to new system control relay.
- Contractor shall provide Elevator Technicians to swing over shunt relay to new system control relay system control relay.
- Contractor shall provide Elevator Technicians to swing over shunt status to new system control relay.
- Contractor shall provide Elevator Technicians to swing over alleviator room smoke relay to new system control relay.

Note: The existing fire alarm system may not currently provide a connection to the elevator controller for elevator machine room smoke. In addition, the existing elevator shunt controller may not provide a status to the existing system for shunt status.

Contractor shall provide Elevator Technician(s) to swing over existing speaker in cab, and at elevator controller, in order to connect to new system. Note: Speaker may not currently exist inside elevator cars. In that case, a new dedicated feed will need to be provided by the Elevator Contractor inside existing travel cable.

8. Equipment Inventory, Replacement Parts, Repair Parts, and Obsolete Parts

All Equipment Repairs Services shall require a written estimate from Contractor approved by Purchaser prior to completing repairs.

8.1. **Inventory**

Contractor shall mark and identify all lubricating oils and cleaning solvents that are stored onsite. All storage cans shall be Code approved. All unmarked cans shall be removed from the Purchaser's premises. Machine rooms shall not be used for storage of materials or items that do not pertain to the Full Service Maintenance of the Purchaser's Equipment.

8.2. **Replacement Parts**

The Contractor shall provide all replacement parts and equipment. A replacement part is an individual piece of the equipment; equipment is made up of several parts. All replacement parts shall be new as specified by the original manufacturer or new after-market parts that are accepted by the Elevator industry as equal or better. In any instance where replacement parts specified by the original equipment manufacturer or after-market parts of equal or better quality are no longer available, an "equal" item may be acceptable, provided advance written approval of the item is obtained from the Authorized User. If no such "equal" item can be found, the Contractor shall refer to Section 8.3, Obsolete Parts. Any parts, materials, components, and equipment provided by the Contractor during the final year Purchaser's contract period shall be fully warranted for a one-year period from the date of installation.

A. In performing the Equipment Services, Contractor agrees to provide only manufacturer approved parts used by the manufacturers of the Equipment for replacement or repair, and to use only those lubricants obtained from and/or recommended by the manufacturer of the Equipment. If Contractor wishes to provide parts or lubricants other than recommended by the Equipment manufacturer, Contractor shall, in writing, state the type proposed and the specifications to the Purchaser for review and written approval. These replacement parts shall not be considered an upgrade of Equipment and shall be provided by Contractor at no additional cost to the Purchaser. NOTE: This is considered standard maintenance.

B. Contractor shall use commercially reasonable efforts to procure replacements parts in the most expeditious manner available.

C. Parts requiring repair shall be rebuilt to "as new" condition.

D. If the replacement part is not available, see Obsolete Parts Section 8.3.

E. Contractor shall provide a written repair quote or estimate for Purchaser's written approval and authorization prior to repair work. Repair quotes/estimates shall have the following information.

i. Specific scope of work
ii. Amount of hours by each type of Elevator Technician (Mechanic In Charge vs. Mechanic)
iii. Labor rate to include prevailing wage plus % mark up rate
iv. Parts / Materials descriptions
v. Parts / Materials cost plus % markup rate
vi. Estimate/Quote shall not require a deposit or advanced payment

8.3. **Obsolete Parts**

Obsolete Parts shall be defined as the inability to purchase, and/or otherwise repair, parts of the system no longer produced by the original equipment manufacturer or a third-party after-market supplier. Claims of component obsolescence shall not be allowed when replacement parts, components, or assemblies of equivalent design and functionality are available.

In the event of component obsolescence, as defined in above paragraph, the condition shall be reported to the Purchaser with the following information:

A. Alternative equipment, or component parts renewal options, for the restoration of the system due to obsolescence:

B. Procurement and installation time for restoration of system service:

C. Any safety code requirements that will be triggered by the alternative equipment, or component renewal (i.e., including filing, tests, and approvals):

Contractor(s) shall provide written documentation if the replacement part is no longer available and determined to be obsolete, and that the Contractor has exhausted all research in obtaining such replacement parts to include manufacturer statement or information on obsolete parts. Such research would be the review of all firms as listed in the latest edition of Elevator World - "The Source". All local supply firms, including other Equipment contractor's must also be researched for availability of replacement parts. Contractor should also research options of rebuilding, refurbished and/or aftermarket parts as well as checking with other Companies before seeking and sourcing brand new and/or before an upgrade. If the replacement part is available and approved by the Purchaser in writing, Contractor shall invoice the Purchaser the cost plus mark up for such replacement part. Contractor shall provide all documentation of the replacement costs. If Contractor installs a replacement part different than the original Equipment manufacturer, the new replacement, Contractor shall provide, in writing, the manufacturer, type, and model of the proposed replacement part.

Any necessary Repairs for obsolescence work shall be submitted under Section 7, Time and Material (T&M). The Contractor shall submit a T&M proposal to the Purchaser for approval prior to performing any T&M repairs. The T&M proposal must include a detailed explanation of the obsolescent part, the alternative equipment or component, and any necessary retrofitting required. The approval and payment of the T&M proposal repair shall be based on the following:

- If an alternate replacement part is available Contractor shall provide all documentation of the replacement costs to the Purchaser. If Contractor installs a replacement part different than the original Equipment manufacturer, the new replacement shall not be of the "proprietary" type and

Contractor shall provide, in writing, the manufacturer, type, and model of the proposed replacement part.

- The cost of the alternative equipment, or component parts, and any miscellaneous material necessary for repairs or retrofitting, to replace an obsolete part, shall be listed in a T&M proposal and will be listed in detail as a material cost subject to the material cost markup for Purchaser approval.
- Any additional labor hours and costs necessary for any modifications, retrofits, and other additional work deemed necessary to install the replacement of obsolete parts, or renewal components, that are above and beyond the time that would be normally necessary for installing a standard manufacturer's replacement part or component, to complete the repairs.
- For Equipment covered by a Full-Service Maintenance, Contractor shall be responsible for the labor hours that would be normally necessary if a manufacturer's replacement component was available and installed.

8.4. **Microprocessors**

A. Contractor shall maintain, in stock, available for immediate usage, an inventory of replacement parts for any microprocessor/solid state equipment used for each system. This includes all solid-state boards located in the machine room, fixture stations, car tops or any other location. Circuit board may be very hard to find and in a timely manner do to age of elevator.

B. Contractor's Elevator Technician(s) shall carry diagnostic equipment designed to analyze programming and microprocessor functions and malfunctions on all non-proprietary equipment.

C. Purchaser shall pay for all costs if the original manufacturer must be brought onsite to re-program the system or be required to place the equipment in service.

PRICES FOR GOODS/SERVICES

PARTS	
Replacement Parts % markup above Contractor's Actual Cost	15%
Refurbished Parts % markup above Contractor's Actual Cost	15%

PREVAILING WAGE LABOR RATES:

Region	County	Elevator Technician Mechanic Hourly Straight Time, 6 am to 6 pm	Elevator Technician Mechanic Hourly Overtime, 6 pm to 6 am	OPTIONAL: Elevator Technician Apprentice Hourly bid rate must be less than Elevator Technician Mechanic Hourly bid rate	Elevator Technician Mechanic In-Charge Hourly Straight Time, 6 am to 6 pm	Elevator Technician Mechanic In-Charge Hourly Overtime, 6 pm to 6 am
Eastern	Adams	155%	235%	124%	155%	235%
Eastern	Ferry	155%	235%	124%	155%	235%
Eastern	Lincoln	155%	235%	124%	155%	235%
Eastern	Pend Oreille	155%	235%	124%	155%	235%
Eastern	Spokane	155%	235%	124%	155%	235%
Eastern	Stevens	155%	235%	124%	155%	235%
Eastern	Whitman	155%	235%	124%	155%	235%

Region	County	Elevator Technician Mechanic Hourly Straight Time, 6 am to 6 pm	Elevator Technician Mechanic Hourly Overtime, 6 pm to 6 am	OPTIONAL: Elevator Technician Apprentice Hourly bid rate must be less than Elevator Technician Mechanic Hourly bid rate	Elevator Technician Mechanic In-Charge Hourly Straight Time, 6 am to 6 pm	Elevator Technician Mechanic In-Charge Hourly Overtime, 6 pm to 6 am
Northwest	Island	155%	235%	124%	155%	235%
Northwest	King	155%	235%	124%	155%	235%
Northwest	Pierce	155%	235%	124%	155%	235%
Northwest	San Juan	155%	235%	124%	155%	235%
Northwest	Skagit	155%	235%	124%	155%	235%
Northwest	Snohomish	155%	235%	124%	155%	235%
Northwest	Whatcom	155%	235%	124%	155%	235%

Region	County	Elevator Technician Mechanic Hourly Straight Time, 6 am to 6 pm	Elevator Technician Mechanic Hourly Overtime, 6 pm to 6 am	OPTIONAL: Elevator Technician Apprentice Hourly bid rate must be less than Elevator Technician Mechanic Hourly bid rate	Elevator Technician Mechanic In-Charge Hourly Straight Time, 6 am to 6 pm	Elevator Technician Mechanic In-Charge Hourly Overtime, 6 pm to 6 am
North Central	Chelan	155%	235%	124%	155%	235%
North Central	Douglas	155%	235%	124%	155%	235%
North Central	Grant	155%	235%	124%	155%	235%
North Central	Kittitas	155%	235%	124%	155%	235%
North Central	Okanogan	155%	235%	124%	155%	235%

Region	County	Elevator Technician Mechanic Hourly Straight Time, 6 am to 6 pm	Elevator Technician Mechanic Hourly Overtime, 6 pm to 6 am	OPTIONAL: Elevator Technician Apprentice Hourly bid rate must be less than Elevator Technician Mechanic Hourly bid rate	Elevator Technician Mechanic In-Charge Hourly Straight Time, 6 am to 6 pm	Elevator Technician Mechanic In-Charge Hourly Overtime, 6 pm to 6 am
Olympic	Clallam	155%	235%	124%	155%	235%
Olympic	Gray's Harbor	155%	235%	124%	155%	235%
Olympic	Jefferson	155%	235%	124%	155%	235%
Olympic	Kitsap	155%	235%	124%	155%	235%
Olympic	Mason	155%	235%	124%	155%	235%

Region	County	Elevator Technician Mechanic Hourly Straight Time, 6 am to 6 pm	Elevator Technician Mechanic Hourly Overtime, 6 pm to 6 am	OPTIONAL: Elevator Technician Apprentice Hourly bid rate must be less than Elevator Technician Mechanic Hourly bid rate	Elevator Technician Mechanic In-Charge Hourly Straight Time, 6 am to 6 pm	Elevator Technician Mechanic In-Charge Hourly Overtime, 6 pm to 6 am
South Central	Asotin	155%	235%	124%	155%	235%
South Central	Benton	155%	235%	124%	155%	235%
South Central	Columbia	155%	235%	124%	155%	235%
South Central	Franklin	155%	235%	124%	155%	235%
South Central	Garfield	155%	235%	124%	155%	235%
South Central	Klickitat	155%	235%	124%	155%	235%
South Central	Walla Walla	155%	235%	124%	155%	235%
South Central	Yakima	155%	235%	124%	155%	235%

Region	County	Elevator Technician Mechanic Hourly Straight Time, 6 am to 6 pm	Elevator Technician Mechanic Hourly Overtime, 6 pm to 6 am	OPTIONAL: Elevator Technician Apprentice Hourly bid rate must be less than Elevator Technician Mechanic Hourly bid rate	Elevator Technician Mechanic In-Charge Hourly Straight Time, 6 am to 6 pm	Elevator Technician Mechanic In-Charge Hourly Overtime, 6 pm to 6 am
Southwest	Clark	155%	235%	124%	155%	235%
Southwest	Cowlitz	155%	235%	124%	155%	235%
Southwest	Lewis	155%	235%	124%	155%	235%
Southwest	Pacific	155%	235%	124%	155%	235%
Southwest	Skamania	155%	235%	124%	155%	235%
Southwest	Thurston	155%	235%	124%	155%	235%
Southwest	Wahkiakum	155%	235%	124%	155%	235%

Exhibit B

FULL SERVICE MONTHLY SERVICE RATES:

Region	County	Passenger - Traction/ Roped & Geared Elevator Equipment Full Service Monthly Rate Less than 10 Stops	Passenger - Traction/ Roped & Geared Elevator Equipment Full Service Monthly Rate 10 Stops or More	Passenger - Traction/ Roped & Gearless Elevator Equipment Full Service Monthly Rate Less than 10 Stops	Passenger - Traction/ Roped & Gearless Elevator Equipment Full Service Monthly Rate 10 Stops or more	Passenger - Hydraulic Elevator Equipment Full Service Monthly Rate Less than 10 stops	Passenger - Hydraulic Elevator Equipment Full Service Monthly Rate 10 Stops or more	Passenger - Roped Hydraulic Elevator Equipment Full Service Monthly Rate Less than 10 stops	Passenger - Roped Hydraulic Elevator Equipment Full Service Monthly Rate 10 stops or more	Passenger - Machine Room - Less (MRL) Hydraulic Elevator Equipment Full Service Monthly Rate
Eastern	Adams	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 300.00	$ 350.00	$ 525.00
Eastern	Ferry	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 300.00	$ 350.00	$ 525.00
Eastern	Lincoln	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 300.00	$ 350.00	$ 525.00
Eastern	Pend Oreille	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 300.00	$ 350.00	$ 525.00
Eastern	Spokane	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 300.00	$ 350.00	$ 525.00
Eastern	Stevens	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 300.00	$ 350.00	$ 525.00
Eastern	Whitman	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 300.00	$ 350.00	$ 525.00

Region	County	Service/Freight - Traction Geared Elevator Equipment Full Service Monthly Rate Less than 10 stops	Serverice/Freight - Traction Geared Elevator Equipment Full Service Monthly Rate 10 stops or more	Service/Freight - Traction Gearless Elevator Equipment Full Service Monthly Rate less than 10 stops	Service/Freight - Traction Gearless Elevator Equipment Full Service Monthly Rate 10 stops or more	Service/Freight - Hydraulic Elevator Equipment Full Service Monthly Rate Less than 10 stops	Service/Freight - Hydraulic Elevator Equipment Full Service Monthly Rate 10 stops or more	Service/Freight - Machine Room - Less (MRL) Hydraulic Elevator Equipment Full Service Monthly Rate	Escalator Equipment Full Service Monthly Rate	Wheelchair Lift Equipment Full Service Monthly Rate	Roped Hydraulic Equipment Full Service Monthly Rate
Eastern	Adams	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 525.00	$ 750.00	$ 125.00	$ 350.00
Eastern	Ferry	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 525.00	$ 750.00	$ 125.00	$ 350.00
Eastern	Lincoln	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 525.00	$ 750.00	$ 125.00	$ 350.00
Eastern	Pend Oreille	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 525.00	$ 750.00	$ 125.00	$ 350.00
Eastern	Spokane	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 525.00	$ 750.00	$ 125.00	$ 350.00
Eastern	Stevens	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 525.00	$ 750.00	$ 125.00	$ 350.00
Eastern	Whitman	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 525.00	$ 750.00	$ 125.00	$ 350.00

Exhibit B

Region	County	Passenger - Traction/ Roped & Geared Elevator Equipment Full Service Monthly Rate Less than 10 Stops	Passenger - Traction/ Roped & Geared Elevator Equipment Full Service Monthly Rate 10 Stops or More	Passenger - Traction/ Roped & Gearless Elevator Equipment Full Service Monthly Rate Less than 10 Stops	Passenger - Traction/ Roped & Gearless Elevator Equipment Full Service Monthly Rate 10 Stops or more	Passenger - Hydraulic Elevator Equipment Full Service Monthly Rate Less than 10 stops	Passenger - Hydraulic Elevator Equipment Full Service Monthly Rate 10 Stops or more	Passenger - Roped Hydraulic Elevator Equipment Full Service Monthly Rate Less than 10 stops	Passenger - Roped Hydraulic Elevator Equipment Full Service Monthly Rate 10 stops or more	Passenger - Machine Room - Less (MRL) Hydraulic Elevator Equipment Full Service Monthly Rate
North Central	Chelan	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 300.00	$ 350.00	$ 525.00
North Central	Douglas	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 300.00	$ 350.00	$ 525.00
North Central	Grant	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 300.00	$ 350.00	$ 525.00
North Central	Kittitas	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 300.00	$ 350.00	$ 525.00
North Central	Okanogan	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 300.00	$ 350.00	$ 525.00

Region	County	Service/Freight - Traction Geared Elevator Equipment Full Service Monthly Rate Less than 10 stops	Serverice/Freight - Traction Geared Elevator Equipment Full Service Monthly Rate 10 stops or more	Service/Freight - Traction Gearless Elevator Equipment Full Service Monthly Rate less than 10 stops	Service/Freight - Traction Gearless Elevator Equipment Full Service Monthly Rate 10 stops or more	Service/Freight - Hydraulic Elevator Equipment Full Service Monthly Rate Less than 10 stops	Service/Freight - Hydraulic Elevator Equipment Full Service Monthly Rate 10 stops or more	Service/Freight - Machine Room - Less (MRL) Hydraulic Elevator Equipment Full Service Monthly Rate	Escalator Equipment Full Service Monthly Rate	Wheelchair Lift Equipment Full Service Monthly Rate	Roped Hydraulic Equipment Full Service Monthly Rate
North Central	Chelan	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 525.00	$ 750.00	$ 125.00	$ 350.00
North Central	Douglas	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 525.00	$ 750.00	$ 125.00	$ 350.00
North Central	Grant	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 525.00	$ 750.00	$ 125.00	$ 350.00
North Central	Kittitas	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 525.00	$ 750.00	$ 125.00	$ 350.00
North Central	Okanogan	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 525.00	$ 750.00	$ 125.00	$ 350.00

Exhibit B

Region	County	Passenger - Traction/ Roped & Geared Elevator Equipment Full Service Monthly Rate Less than 10 Stops	Passenger - Traction/ Roped & Geared Elevator Equipment Full Service Monthly Rate 10 Stops or More	Passenger - Traction/ Roped & Gearless Elevator Equipment Full Service Monthly Rate Less than 10 Stops	Passenger - Traction/ Roped & Gearless Elevator Equipment Full Service Monthly Rate 10 Stops or more	Passenger - Hydraulic Elevator Equipment Full Service Monthly Rate Less than 10 stops	Passenger - Hydraulic Elevator Equipment Full Service Monthly Rate 10 Stops or more	Passenger - Roped Hydraulic Elevator Equipment Full Service Monthly Rate Less than 10 stops	Passenger - Roped Hydraulic Elevator Equipment Full Service Monthly Rate 10 stops or more	Passenger - Machine Room - Less (MRL) Hydraulic Elevator Equipment Full Service Monthly Rate
Northwest	Island	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 300.00	$ 350.00	$ 525.00
Northwest	King	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 300.00	$ 350.00	$ 525.00
Northwest	Pierce	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 300.00	$ 350.00	$ 525.00
Northwest	San Juan	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 300.00	$ 350.00	$ 525.00
Northwest	Skagit	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 300.00	$ 350.00	$ 525.00
Northwest	Snohomish	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 300.00	$ 350.00	$ 525.00
Northwest	Whatcom	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 300.00	$ 350.00	$ 525.00

Region	County	Service/Freight - Traction Geared Elevator Equipment Full Service Monthly Rate Less than 10 stops	Serverice/Freight - Traction Geared Elevator Equipment Full Service Monthly Rate 10 stops or more	Service/Freight - Traction Gearless Elevator Equipment Full Service Monthly Rate less than 10 stops	Service/Freight - Traction Gearless Elevator Equipment Full Service Monthly Rate 10 stops or more	Service/Freight - Hydraulic Elevator Equipment Full Service Monthly Rate Less than 10 stops	Service/Freight - Hydraulic Elevator Equipment Full Service Monthly Rate 10 stops or more	Service/Freight - Machine Room - Less (MRL) Hydraulic Elevator Equipment Full Service Monthly Rate	Escalator Equipment Full Service Monthly Rate	Wheelchair Lift Equipment Full Service Monthly Rate	Roped Hydraulic Equipment Full Service Monthly Rate
Northwest	Island	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 525.00	$ 750.00	$ 125.00	$ 350.00
Northwest	King	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 525.00	$ 750.00	$ 125.00	$ 350.00
Northwest	Pierce	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 525.00	$ 750.00	$ 125.00	$ 350.00
Northwest	San Juan	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 525.00	$ 750.00	$ 125.00	$ 350.00
Northwest	Skagit	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 525.00	$ 750.00	$ 125.00	$ 350.00
Northwest	Snohomish	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 525.00	$ 750.00	$ 125.00	$ 350.00
Northwest	Whatcom	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 525.00	$ 750.00	$ 125.00	$ 350.00

Exhibit B

Region	County	Passenger - Traction/ Roped & Geared Elevator Equipment Full Service Monthly Rate Less than 10 Stops	Passenger - Traction/ Roped & Geared Elevator Equipment Full Service Monthly Rate 10 Stops or More	Passenger - Traction/ Roped & Gearless Elevator Equipment Full Service Monthly Rate Less than 10 Stops	Passenger - Traction/ Roped & Gearless Elevator Equipment Full Service Monthly Rate 10 Stops or more	Passenger - Hydraulic Elevator Equipment Full Service Monthly Rate Less than 10 stops	Passenger - Hydraulic Elevator Equipment Full Service Monthly Rate 10 Stops or more	Passenger - Roped Hydraulic Elevator Equipment Full Service Monthly Rate Less than 10 stops	Passenger - Roped Hydraulic Elevator Equipment Full Service Monthly Rate 10 stops or more	Passenger - Machine Room - Less (MRL) Hydraulic Elevator Equipment Full Service Monthly Rate
Olympic	Clallam	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 300.00	$ 350.00	$ 525.00
Olympic	Gray's Harbor	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 300.00	$ 350.00	$ 525.00
Olympic	Jefferson	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 300.00	$ 350.00	$ 525.00
Olympic	Kitsap	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 300.00	$ 350.00	$ 525.00
Olympic	Mason	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 300.00	$ 350.00	$ 525.00

Region	County	Service/Freight - Traction Geared Elevator Equipment Full Service Monthly Rate Less than 10 stops	Serverice/Freight - Traction Geared Elevator Equipment Full Service Monthly Rate 10 stops or more	Service/Freight - Traction Gearless Elevator Equipment Full Service Monthly Rate less than 10 stops	Service/Freight - Traction Gearless Elevator Equipment Full Service Monthly Rate 10 stops or more	Service/Freight - Hydraulic Elevator Equipment Full Service Monthly Rate Less than 10 stops	Service/Freight - Hydraulic Elevator Equipment Full Service Monthly Rate 10 stops or more	Service/Freight - Machine Room - Less (MRL) Hydraulic Elevator Equipment Full Service Monthly Rate	Escalator Equipment Full Service Monthly Rate	Wheelchair Lift Equipment Full Service Monthly Rate	Roped Hydraulic Equipment Full Service Monthly Rate
Olympic	Clallam	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 525.00	$ 750.00	$ 125.00	$ 350.00
Olympic	Gray's Harbor	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 525.00	$ 750.00	$ 125.00	$ 350.00
Olympic	Jefferson	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 525.00	$ 750.00	$ 125.00	$ 350.00
Olympic	Kitsap	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 525.00	$ 750.00	$ 125.00	$ 350.00
Olympic	Mason	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 525.00	$ 750.00	$ 125.00	$ 350.00

Exhibit B

Region	County	Passenger - Traction/ Roped & Geared Elevator Equipment Full Service Monthly Rate Less than 10 Stops	Passenger - Traction/ Roped & Geared Elevator Equipment Full Service Monthly Rate 10 Stops or More	Passenger - Traction/ Roped & Gearless Elevator Equipment Full Service Monthly Rate Less than 10 Stops	Passenger - Traction/ Roped & Gearless Elevator Equipment Full Service Monthly Rate 10 Stops or more	Passenger - Hydraulic Elevator Equipment Full Service Monthly Rate Less than 10 stops	Passenger - Hydraulic Elevator Equipment Full Service Monthly Rate 10 Stops or more	Passenger - Roped Hydraulic Elevator Equipment Full Service Monthly Rate Less than 10 stops	Passenger - Roped Hydraulic Elevator Equipment Full Service Monthly Rate 10 stops or more	Passenger - Machine Room - Less (MRL) Hydraulic Elevator Equipment Full Service Monthly Rate
South Central	Asotin	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 300.00	$ 350.00	$ 525.00
South Central	Benton	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 300.00	$ 350.00	$ 525.00
South Central	Columbia	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 300.00	$ 350.00	$ 525.00
South Central	Franklin	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 300.00	$ 350.00	$ 525.00
South Central	Garfield	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 300.00	$ 350.00	$ 525.00
South Central	Klickitat	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 300.00	$ 350.00	$ 525.00
South Central	Walla Walla	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 300.00	$ 350.00	$ 525.00
South Central	Yakima	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 300.00	$ 350.00	$ 525.00

Region	County	Service/Freight - Traction Geared Elevator Equipment Full Service Monthly Rate Less than 10 stops	Serverice/Freight - Traction Geared Elevator Equipment Full Service Monthly Rate 10 stops or more	Service/Freight - Traction Gearless Elevator Equipment Full Service Monthly Rate less than 10 stops	Service/Freight - Traction Gearless Elevator Equipment Full Service Monthly Rate 10 stops or more	Service/Freight - Hydraulic Elevator Equipment Full Service Monthly Rate Less than 10 stops	Service/Freight - Hydraulic Elevator Equipment Full Service Monthly Rate 10 stops or more	Service/Freight - Machine Room - Less (MRL) Hydraulic Elevator Equipment Full Service Monthly Rate	Escalator Equipment Full Service Monthly Rate	Wheelchair Lift Equipment Full Service Monthly Rate	Roped Hydraulic Equipment Full Service Monthly Rate
South Central	Asotin	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 525.00	$ 750.00	$ 125.00	$ 350.00
South Central	Benton	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 525.00	$ 750.00	$ 125.00	$ 350.00
South Central	Columbia	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 525.00	$ 750.00	$ 125.00	$ 350.00
South Central	Franklin	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 525.00	$ 750.00	$ 125.00	$ 350.00
South Central	Garfield	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 525.00	$ 750.00	$ 125.00	$ 350.00
South Central	Klickitat	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 525.00	$ 750.00	$ 125.00	$ 350.00
South Central	Walla Walla	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 525.00	$ 750.00	$ 125.00	$ 350.00
South Central	Yakima	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 525.00	$ 750.00	$ 125.00	$ 350.00

Exhibit B

Region	County	Passenger - Traction/ Roped & Geared Elevator Equipment Full Service Monthly Rate Less than 10 Stops	Passenger - Traction/ Roped & Geared Elevator Equipment Full Service Monthly Rate 10 Stops or More	Passenger - Traction/ Roped & Gearless Elevator Equipment Full Service Monthly Rate Less than 10 Stops	Passenger - Traction/ Roped & Gearless Elevator Equipment Full Service Monthly Rate 10 Stops or more	Passenger - Hydraulic Elevator Equipment Full Service Monthly Rate Less than 10 stops	Passenger - Hydraulic Elevator Equipment Full Service Monthly Rate 10 Stops or more	Passenger - Roped Hydraulic Elevator Equipment Full Service Monthly Rate Less than 10 stops	Passenger - Roped Hydraulic Elevator Equipment Full Service Monthly Rate 10 stops or more	Passenger - Machine Room - Less (MRL) Hydraulic Elevator Equipment Full Service Monthly Rate
Southwest	Clark	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 300.00	$ 350.00	$ 525.00
Southwest	Cowlitz	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 300.00	$ 350.00	$ 525.00
Southwest	Lewis	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 300.00	$ 350.00	$ 525.00
Southwest	Pacific	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 300.00	$ 350.00	$ 525.00
Southwest	Skamania	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 300.00	$ 350.00	$ 525.00
Southwest	Thurston	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 300.00	$ 350.00	$ 525.00
Southwest	Wahkiakum	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 300.00	$ 350.00	$ 525.00

Region	County	Service/Freight - Traction Geared Elevator Equipment Full Service Monthly Rate Less than 10 stops	Serverice/Freight - Traction Geared Elevator Equipment Full Service Monthly Rate 10 stops or more	Service/Freight - Traction Gearless Elevator Equipment Full Service Monthly Rate less than 10 stops	Service/Freight - Traction Gearless Elevator Equipment Full Service Monthly Rate 10 stops or more	Service/Freight - Hydraulic Elevator Equipment Full Service Monthly Rate Less than 10 stops	Service/Freight - Hydraulic Elevator Equipment Full Service Monthly Rate 10 stops or more	Service/Freight - Machine Room - Less (MRL) Hydraulic Elevator Equipment Full Service Monthly Rate	Escalator Equipment Full Service Monthly Rate	Wheelchair Lift Equipment Full Service Monthly Rate	Roped Hydraulic Equipment Full Service Monthly Rate
Southwest	Clark	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 525.00	$ 750.00	$ 125.00	$ 350.00
Southwest	Cowlitz	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 525.00	$ 750.00	$ 125.00	$ 350.00
Southwest	Lewis	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 525.00	$ 750.00	$ 125.00	$ 350.00
Southwest	Pacific	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 525.00	$ 750.00	$ 125.00	$ 350.00
Southwest	Skamania	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 525.00	$ 750.00	$ 125.00	$ 350.00
Southwest	Thurston	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 525.00	$ 750.00	$ 125.00	$ 350.00
Southwest	Wahkiakum	$ 425.00	$ 525.00	$ 475.00	$ 575.00	$ 250.00	$ 275.00	$ 525.00	$ 750.00	$ 125.00	$ 350.00

INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION**. During the term of this Contract, Contractor shall possess and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:

    a. COMMERCIAL GENERAL LIABILITY INSURANCE. Commercial general liability insurance (and, if necessary, commercial umbrella liability insurance) covering bodily injury, property damage, products/completed operations, personal injury, and advertising injury liability on an 'occurrence form' that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) under the most recent version of form CG 00 01 in the amount of not less than $2,000,000 per occurrence and $4,000,000 general aggregate. This coverage shall include blanket contractual liability coverage. This coverage shall include a cross-liability clause or separation of insured condition.

    b. WORKERS' COMPENSATION INSURANCE. Contractor shall comply with applicable Workers' Compensation or Industrial Accident insurance providing benefits as required by law.

    c. EMPLOYERS' LIABILITY (STOP GAP) INSURANCE. Employers' liability insurance (and, if necessary, commercial umbrella liability insurance) with limits not less than $1,000,000 each accident for bodily injury by accident, $1,000,000 each employee for bodily injury by disease, and $1,000,000 bodily injury by disease policy limit.

    d. COMMERCIAL AUTOMOBILE LIABILITY INSURANCE (applicable when accessing purchaser premises). Commercial automobile liability insurance covering the ownership, maintenance, and/or use of all owned/leased, non-owned, and hired vehicles used in the performance of the Contract, with limits of not less than $1,000,000 per accident, combined single limit for bodily injury and property damage liability. Coverage shall be provided on Insurance Services Office (ISO) form number CA 0001 or an equivalent.

    The insurance coverage limits set forth above may be satisfied by any combination of primary, umbrella, or excess policy. The insurance coverage limits are the minimum. Contractor's insurance coverage shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits. Contractor waives all rights against the State of Washington for the recovery of damages to the extent such damages are covered by any insurance required herein.

2. **INSURANCE CARRIER RATING**. Coverages provided by Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

3. **ADDITIONAL INSURED**. When specified as a required insurance coverage (*see* § 1 – Insurance Obligation, above) Commercial General Liability, Commercial Automobile Liability, and Pollution Liability Insurance shall include the State of Washington and all authorized Purchasers (and their agents, officers, and employees) as Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.

4. **CERTIFICATE OF INSURANCE**. Prior to execution of the Contract, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Contract, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. In addition, no less than ten (10) calendar days prior to coverage expiration, Contractor shall furnish to Enterprise Services an updated or renewed certificate of insurance, satisfactory to Enterprise Services, that insurance, in the above-stated kinds and minimum amounts, has been secured. Failure to maintain or provide proof of insurance, as required, shall result in Contractor suspension and/or contract termination. **All policies and certificates of insurance shall include the Contract number stated on the cover of this Contract**. All certificates of Insurance and any related insurance documents shall be sent via email to Enterprise Services at the email address as set forth below:

Email: DESContractsTeamCedar@des.wa.gov
Note: The Email Subject line must state:
Contract Insurance Certificate – - Contract No. 28723 – Elevator Services
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411

5. **PRIMARY COVERAGE**. Contractor's insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchaser. All insurance or self-insurance of the State of Washington and/or Purchasers shall be excess of any insurance provided by Contractor or subcontractors.

6. **SUBCONTRACTORS**. Contractor shall include all subcontractors as insureds under all required insurance policies. Alternatively, prior to utilizing any subcontractor, Contractor shall cause any such subcontractor to provide insurance that complies with all applicable requirements of the insurance set forth herein and shall furnish separate Certificates of Insurance and endorsements for each subcontractor to Enterprise Services. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.

7. **WAIVER OF SUBROGATION**. Contractor waives all rights of subrogation against the State of Washington and any Purchaser for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.

8. **NOTICE OF CHANGE OR CANCELLATION**. There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) calendar days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Contract number stated on the cover of this Contract.

9. **EXTENDED REPORTING PERIOD**. If any required insurance coverage is on a claims-made basis (rather than occurrence), Contractor shall maintain such coverage for a period of no less than three (3) years following expiration or termination of the Contract.

* * * END OF INSURANCE REQUIREMENTS * * *

Maintenance Agreement Field Order for Washington State Department of Enterprise Services Master Contract Number 28723 Elevator Inspections, Maintenance, & Repairs

Scope.

We will service 7 Hydraulic Elevators, and 1 wheelchair Lifts, 2 Escalators, 3 traction cars under the terms of the master state contract number 28723 at the location(s) listed below:

Unit Name	Address	Type	Serial #	Monthly price	Visit Frequency
Spokane City Hall	808 W Spokane Falls Blvd	Traction	US137237	$425	quarterly
Spokane City Hall	808 W Spokane Falls Blvd	Traction	US137238	$425	quarterly
Spokane City Hall	808 W Spokane Falls Blvd	Traction	US137239	$425	quarterly
Water Resource – Field Engineers	998 E North Foothills	Hydraulic	US1505078	$250	quarterly
Prosecutors Office	909 W Mallon	Hydraulic	US136979	$250	quarterly
Intermodal	221 W 1st Ave	Hydraulic	US1505128	$250	quarterly
Intermodal	221 W 1st Ave	Hydraulic	US1505129	$250	quarterly
Intermodal	221 W 1st Ave	Hydraulic	US1505130	$250	quarterly
Intermodal	221 W 1st Ave	Hydraulic	US1505134	$250	quarterly
Intermodal	221 W 1st Ave	Escalator	US1505135	$750	quarterly
Intermodal	221 W 1st Ave	Escalator	US1505178	$750	quarterly
Central Service Center	915 N Nelson	Hydraulic	US304255	$250	quarterly
Streets Department	915 N Nelson	WCL	US1505179	$125	quarterly
TOTAL MONTHLY				$ 4,650	

Price.

The price for the services as stated in this agreement shall be four Thousand six Hundred Fifty Dollars and 00/100 Cents excluding taxes, payable monthly in 30 days in arrears. A 15% markup will be added to the material cost for replacement and refurbished parts. The above rate is subject to bi-annual adjustments based upon the percentage change in the labor wage rates including fringe benefits paid to the local examiners in the area in which the equipment is located. Repairs, service calls and overtime calls will be billed in accordance with the Master State Contract number 28723.

Term.

This work order shall become effective on July 1, 2025, and its term shall be ~~12~~ 11 months.

Acceptance.

TK Elevator Corporation:	FACILTIES- CITY OF SPOKANE	TK Elevator Corporation Approval:

By: Conor Graves 208-262-5584 (Signature of TK Elevator Representative) Account Manager 7/31/2025 (Date)	By: _____ (Signature of Authorized Individual) _____ (Print or Type Name) _____ (Print or Type Title) _____ (Date of Approval)	By: _____ (Signature of Authorized Individual) _____ (Print or Type Name) _____ (Print or Type Title) _____ (Date of Approval)

License Information:

New search Back to results

Entity name: TK ELEVATOR CORPORATION

Business name: TK ELEVATOR CORPORATION

Entity type: Profit Corporation

UBI #: 601-715-397

Business ID: 001

Location ID: 0002

Location: Active

Location address:
9711 E KNOX AVE STE 1
SPOKANE VALLEY WA 99206-4207

Mailing address:
788 CIRCLE 75 PKWY SE
STE 500
ATLANTA GA 30339-4454

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Page 1 of 2

Endorsements

Filter

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Asotin County General Business - Non-Resident				Active	Jan-31-2026	Jan-02-2025
Colville General Business - Non-Resident	036025.0			Active	May-31-2026	Oct-29-2003
East Wenatchee General Business - Non-Resident				Active	May-31-2026	Feb-27-2018
Franklin County General Business - Non-Resident	5498			Active	Jan-31-2026	Jan-02-2025
Grandview General Business - Non-Resident	86472			Active	May-31-2026	Dec-28-2018
Kennewick General Business - Non-Resident				Active	May-31-2026	Feb-27-2018
Liberty Lake General Business - Non-Resident	00723			Active	May-31-2026	Feb-28-2007
Moses Lake General Business - Non-Resident	BUS2007-00397			Active	May-31-2026	Dec-21-2007
Pasco General Business - Non-Resident	27841			Active	May-31-2026	Feb-27-2018
Prosser General Business - Non-Resident				Active	May-31-2026	Jul-31-2015
Quincy General Business - Non-Resident	2019-030			Active	May-31-2026	Feb-20-2019
Richland General Business - Non-Resident				Active	Jan-31-2026	Mar-15-2025
Spokane General Business - Non-Resident	T12019456BUS			Active	May-31-2026	Oct-15-2012
Spokane Valley General Business				Active	May-31-2026	Aug-03-2015

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Sunnyside General Business - Non-Resident				Active	May-31-2026	Apr-14-2020

Owners and officers on file with the Department of Revenue

Owners and officers	Title
BAKER, HAYNES	
RAINWATER, JEREMY	
SILITSKY, SCOTT J.	
TONG, FEI	
TURNAGE, DAVID	

Registered Trade Names

Registered trade names	Status	First issued
DOVER ELEVATOR COMPANY	Active	May-30-1996
THYSSENKRUPP ELEVATOR CORPORATION	Active	May-18-2018
TK ELEVATOR CORPORATION	Active	May-19-2022

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 8/20/2025 10:10:41 AM

Contact us

How are we doing?
Take our survey!

Don't see what you expected?
Check if your browser is supported

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/02/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Willis Towers Watson Midwest, Inc.
233 S. Wacker Drive, Suite 1800
CHICAGO, IL 60606

CONTACT NAME: Willis Towers Watson Midwest, Inc.
PHONE (A/C No.Ext): 312-288-7700 **FAX (A/C No.Ext):** 312-234-0640
E-MAIL ADDRESS: tke.certificates@wtwco.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: HDI Global Insurance Company	41343
INSURER B: ACE American Insurance Company	22667
INSURER C: Indemnity Insurance Company of NA	43575
INSURER D: ACE Fire Underwriters Insurance Company	20702
INSURER E:	
INSURER F:	

INSURED
TK Elevator Corporation f/k/a ThyssenKrupp Elevator Corporation

COVERAGES **CERTIFICATE NUMBER: 2574984** **REVISION NUMBER: 1**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PROJECT [ ] LOC [ ] OTHER:	X		GLD5668904 / GLD5668804	10/01/2024	10/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS -COMP/OP AGG	$ 2,000,000 $ 100,000 $ 5,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	X		ISAH10836906	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY(Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 4,000,000
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	
C B D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WLRC72617897 WLR C72617939 SCFC72618014	10/01/2024 10/01/2024 10/01/2024	10/01/2025 10/01/2025 10/01/2025	[X] PER STATUTE [ ] OTHER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE -POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
	Limits shown as requested:							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Division Number: 108850 - Named Insured Includes: TK Elevator Corporation - Address: 9711 E. Knox Ave., Suite 1 Spokane, WA 99206
Project Number: PENDING CONTRACT EXECUTION - Project Name: City of Spokane - Address: 909 W Mallon Ave SPOKANE, WA 99201 - Project Type (s): Elevator Maintenance

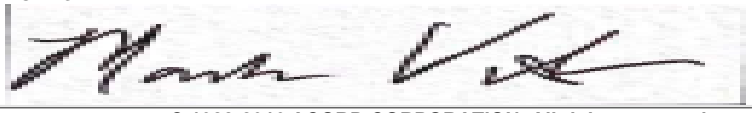
CERTIFICATE HOLDER

City of Spokane
909 W Mallon Ave
SPOKANE, WA 99201
United States

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
		TK Elevator Corporation f/k/a ThyssenKrupp Elevator Corporation
POLICY NUMBER See First Page		
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS **CERTIFICATE NUMBER: 2574984**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

City of Spokane and its officials
The Additional Insured(s) listed above is/are added as Additional Insured(s) with respect to Automobile and General Liability policies, but only to the extent required by written contract and only to the extent that coverage is afforded under these policies.

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Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 09/22/2025

Committee Agenda type: Consent

Council Meeting Date: 10/20/2025

Date Rec'd	9/16/2025		
Clerk's File #	OPR 2025-0703		
Cross Ref #			
Project #			
Submitting Dept	FACILITIES MANAGEMENT	**Bid #**	OMNIA
Contact Name/Phone	DAVE STEELE 625-6064	**Requisition #**	
Contact E-Mail	DSTEELE@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	PDILLON BWILKERSON MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	FACILITIES WATER DEPARTMENT MAIN OFFICE DIRTT WALLS AND DOORS -		

Agenda Wording

The Facilities Department, in partnership with the City Water Department, is requesting approval of contractual services with DSI Construction via Omnia Contract #R2211-01.

Summary (Background)

This contract completes the purchase and installation of the modular interior walls and doors, providing the finishing elements for the interior improvements necessary for the Water Department Main Office Phase 1 Renovation. The total before tax is $164,890.00. The contract amount contains $16,489.00 for 10% administrative reserve.

What impacts would the proposal have on historically excluded communities?

n/a

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

N/A

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

N/A

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 179,894.99
Current Year Cost	$ 179,894.99
Subsequent Year(s) Cost	$ 0

Narrative

Amount		Budget Account
Expense	$ 179,894.99	# 4100-42490-94340-56501-11027
Expense	$ 16,489.00	# 4100-42490-94340-56501-11027 (Admin Reserve)
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source

Funding Source Type Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence One-Time

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		Additional Approvals	
Dept Head	TEAL, JEFFREY	PURCHASING	PRINCE, THEA
Division Director	BOSTON, MATTHEW		
Accounting Manager	BUSTOS, KIM		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

Ryan Moffet <rmoffet@constructiv.build>	Robbi Bergland <RobbiB@dsiconstruction.net>
facilitiesaccounting@spokanecity.org	laga@spokanecity.org
khougen@spokanecity.org	rgennett@spokanecity.org
wateraccounting@spokanecity.org	kbustos@spokanecity.org

City Clerk's No. OPR 2025-0703

City of Spokane

PUBLIC WORKS AGREEMENT

Title: **SPOKANE WATER DEPARTMENT DOOR/WALL PROJECT**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **DSI CONSTRUCTION, INC.**, whose address is 4301 North Freya Street, Spokane, Washington 99217, as ("Contractor") individually hereafter referenced as a "Party", and together as the "Parties".

The parties agree as follows:

1. PERFORMANCE/SCOPE OF WORK. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **Spokane Water Department Door/Wall Project**, procured through Omnia Partners Cooperative Purchasing Agreement, OPR 2025-0243.

2. CONTRACT DOCUMENTS. The Contract Documents are this Contract, the Contractor's completed bid proposal form, the contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any), including Contractor's Quote dated September 3, 2025, attached as Exhibit B. These contract documents are on file at the City of Spokane Facilities Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, federal and state requirements supersede this Contract, and this Contract supersedes the other contract documents.

3. TERM. The term of this Contract begins on October 20, 2025, and ends on September 30, 2026, unless amended by written agreement or terminated earlier under the provisions.

4. TERMINATION. Either party may terminate this Contract by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.

5. COMPENSATION/PAYMENT.

A. COMPENSATION. Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **ONE HUNDRED SIXTY-**

FOUR THOUSAND EIGHT HUNDRED NINETY AND NO/100 DOLLARS ($164,890.00), plus sales tax if applicable, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 1 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

B. PAYMENT. The Contractor will send its applications for payment to the City of Spokane Facilities Management Department, facilitiesdepartment@spokanecity.org Attn: Dave Steele. All invoices should include the City Clerk File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

6. WAGES. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

7. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED. The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the State Department of Labor and Industries; and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

8. BONDS. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a performance bond and a payment bond on the forms attached, each equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.

9. PUBLIC WORKS REQUIREMENTS. The Contractor and each subcontractor are required to fulfill the Department of Labor and Industries Public Works and Prevailing Wage Training Requirement under RCW 39.04.350. The contractor must verify responsibility criteria for each

first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify the responsibility criteria listed in RCW 39.04.350(1) for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria. This verification requirement, as well as responsibility criteria, must be included in every public works contract and subcontract of every tier.

10. INSURANCE. During the period of the Agreement, the Contractor shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW:

A. **Worker's Compensation Insurance** in compliance with RCW 51, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of $1,000,000.

B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than $1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement;

i. Acceptable supplementary Umbrella coverage combined with Company's General Liability insurance policy must be a minimum of $2,000,000, in order to meet the insurance coverage limits required in this Agreement; and;

C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than $1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and

D. **Property Insurance** if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Contractor or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Contractor shall furnish a current and acceptable Certificate of Insurance (COI). The certificate shall specify all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

12. CONTRACTOR'S WARRANTY. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.

13. SUBCONTRACTOR RESPONSIBILITY.

A. The Contractor shall include the language of this section in each of its first tier

subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;

2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:

    a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;

    b. A Washington Employment Security Department number, as required in Title 50 RCW;

    c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;

    d. An electrical contractor license, if required by Chapter 19.28 RCW;

    e. An elevator contractor license, if required by Chapter 70.87 RCW.

4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

C. On Public Works construction projects, as defined in RCW 39.04.010, with an estimated cost of six hundred thousand dollars ($600,000) or more, at least fifteen (15) percent of the labor hours on each project shall be performed by apprentices enrolled in a State-approved apprenticeship program; and for each contract in the project fifteen (15) percent of the labor hours for each craft that has an available state-approved apprenticeship program for Spokane County and utilizes more than one hundred sixty (160) hours in each contract shall be performed by apprentices enrolled in a state-approved apprenticeship program.

1. Subcontracting Requirements. The utilization percentages for apprenticeship labor for Public Works construction contracts shall also apply to all subcontracts of one hundred thousand dollars ($100,000) or more within those contracts, and at least fifteen percent (15%) of the labor hours for each such subcontract shall be performed by apprentices in a state-approved apprenticeship program. For each craft that has an available apprenticeship program for Spokane county and performs more than one hundred sixty (160) hours on each project, fifteen (15) percent of the labor hours shall be performed by apprentices enrolled in a State-

approved apprenticeship program

2. Each subcontractor which this chapter applies is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.

14. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Contractor.

15. DEBARMENT AND SUSPENSION. The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

16. LIQUIDATED DAMAGES. Liquidated damages shall be in accordance with the contract documents.

17. ASSIGNMENTS. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.

18. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Contract.

19. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.

20. DISPUTES. This Contract shall be performed under the laws of the State of Washington. Any litigation to enforce this Contract or any of its provisions shall be brought in Spokane County, Washington.

21. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.

22. AUDIT / RECORDS. The Contractor and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Contractor and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event

of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.

23. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

24. CONSTRUAL. The Contractor acknowledges receipt of a copy of the contract documents and agrees to comply with them. The silence or omission in the contract documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.

25. MODIFICATIONS. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Engineering Services, and the Contract time and compensation will be adjusted accordingly.

26. INTEGRATION. This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.

27. FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

28. KEY PERSONS. The Contractor shall not transfer or reassign any individual designated in this Contract as essential to the Work, nor shall those key persons, or employees of Contractor identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Contractor's employment, the Contractor shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Contractor from its obligations under this Contract.

/////

/////

/////

DSI CONSTRUCTION, INC.	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments that are part of this Contract:
Exhibit A - Certification Regarding Debarment
Exhibit B – Contractor's Quote dated September 3, 2025
Payment Bond
Performance Bond

25-197

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
   b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
   c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
   d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

   Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

   1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

   2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. I understand that a false statement of this certification may be grounds for termination of the contract.

Name of Subrecipient / Contractor / Consultant (Type or Print)	Program Title (Type or Print)
Name of Certifying Official (Type or Print) Title of Certifying Official (Type or Print)	Signature Date (Type or Print)

PAYMENT BOND

We, **DSI CONSTRUCTION, INC.**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of exceed **ONE HUNDRED SIXTY-FOUR THOUSAND EIGHT HUNDRED NINETY AND NO/100 DOLLARS ($164,890.00)**, plus sales tax if applicable, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **Spokane Water Department Door/Wall Project**. If the principal shall:

A. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors; and pay all taxes and contributions, increases and penalties as authorized by law; and

B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the contract or this bond, shall be conclusive against the principal and the surety, as to the amount of damages, and their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____.

DSI CONSTRUCTION, INC.,

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

A valid POWER OF ATTORNEY
for the Surety's agent must
accompany this bond.

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that_____ _____signed this document; on oath stated that he/she was authorized to sign the document and acknowledged it as the agent or representative of the named surety company which is authorized to do business in the State of Washington, for the uses and purposes therein mentioned.

DATED: _____ _____
Signature of Notary Public

My appointment expires _____

Approved as to form:

_____
Assistant City Attorney

PERFORMANCE BOND

We, **DSI CONSTRUCTION, INC.**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of exceed **ONE HUNDRED SIXTY-FOUR THOUSAND EIGHT HUNDRED NINETY AND NO/100 DOLLARS ($164,890.00)**, plus sales tax if applicable , for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **Spokane Water Department Door/Wall Project.**. If the principal shall:

A. promptly and faithfully perform the Contract, and any contractual guaranty and indemnify and hold harmless the City from all loss, damage or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and

B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the Contract or this bond, shall be conclusive against the principal and the Surety, not only as to the amount of damages, but also as to their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____

DSI CONSTRUCTION, INC.,
AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

A valid POWER OF ATTORNEY
for the Surety's agent must
accompany this bond.

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that _____ _____ signed this document; on oath stated that he/she was authorized to sign the document and acknowledged it as the agent or representative of the named Surety Company which is authorized to do business in the State of Washington, for the uses and purposes mentioned in this document.

DATED on _____.

_____
Signature of Notary

My appointment expires _____

Approved as to form:

_____
Assistant City Attorney

Docusign Envelope ID: 8DB68016-0E93-4616-BD06-724B11D807A3

City of Spokane
Minor Contract Summary

Clerk File #
OPR 2025-0243

Destruct Date
01/01/2042

Cross Ref

Alt File #

Department Name *
CONTRACTS & PURCHASING

Department Project #

CR #

Starting Date

Submitter
LAGA

Primary Contact
THEA PRINCE

Primary Contact Email
TPRINCE@SPOKANECITY.ORG

Contractor/Consultant

Name\Contractor\Firm *
OMNIA PARTNERS, PUBLIC SECTOR INC

Contact Name
KIRA SPARKS

Contact Email
KIRA.SPARKS@OMNIAPARTNERS.COM

Address

Remittance Address

City, State, Zip

Remittance City, State, Zip

Summary of Services

Description *
Master Intergovernmental Cooperative Purchasing Agreement

Special Instructions for Clerks Office
I uploaded a separate signature page with this agreement for Legal and Clerks signatures.
Per Purchasing: Kira Sparks will review and she will reassign to Sarah Vavra for signature for Omnia

Contract Cost

Amount	Budget Code	Notes
		RUNS UNTIL TERMINATED

Total Amount *
$0.00

Effective Date *
01/01/2025

Expiration Date *
12/31/2035

Contract Type *
OTHER

If new vendor, W-9 and ACH form has been submitted to Accounting *
NO

Quotes (per Purchasing Policy to be kept on file in Dept.) *
NO

Docusign Envelope ID: 8DB68016-0E93-4616-BD06-724B11D807A3

Insurance Certificate (attach to the contract) *
NO

City Business Registration (attach verification that a current business license number exists) *
NO

If Public Works Contract, Contractor has been notified of State Law requirements. *
NO

Grant Related (If the contract is grant related, the Accounting – Grants Department must approve) *
NO

Is this a Lease? *
NO

Electronic Approvals

Accountant for Review *
DDANIELS

Additional Review (Optional)

Accountant DANIELS, DERREK	**Date** 03/10/2025
Department Head NECHANICKY, JASON	**Date** 03/12/2025
Division Head	**Date**
Grants (If applicable)	**Date**

Distribution List

Contractor Email
sarah.vavra@omniapartners.com

Dept Contact Email
jnechanicky@spokanecity.org

Additional Email
kira.sparks@omniapartners.com

Additional Email
laga@spokanecity.org

Additional Email
tprince@spokanecity.org

Contract Accounting Email
jrhall@spokanecity.org

Taxes and Licenses Email
tax&licenses@spokanecity.org

Additional Email

Additional Email

Additional Email

Docusign Envelope ID: 8DB68016-0E93-4616-BD06-724B11D807A3

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "**Agreement**") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("**Principal Procurement Agencies**") with OMNIA Partners, Public Sector, Inc., a Delaware corporation f/k/a National Intergovernmental Purchasing Alliance Company; Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities, and/or NCPA LLC, a Texas limited liability company d/b/a National Cooperative Purchasing Alliance (collectively, "**OMNIA Partners**"), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other agencies ("**Participating Public Agencies**"), as defined in each Master Agreement (as defined below), who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the "**OMNIA Partners Parties**") by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.

2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby

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acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of health care services is not in furtherance of a primary purpose of the Participating Public Agency.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this

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Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

Participating Public Agency: City of Spokane	**OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies:** **OMNIA PARTNERS, PUBLIC SECTOR, INC.**
Alexander Scott	Sarah E. Vavra
Authorized Signature	Signature
Alex Scott	Sarah E. Vavra
Name	Name
City Administrator	Sr. Vice President, Public Sector Contracting
Title and Agency Name	Title
3/13/2025	3/13/2025
Date	Date

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ATTEST:	APPROVED AS TO FORM:
City Clerk	Assistant City Attorney

Certificate Of Completion

Envelope Id: 8DB68016-0E93-4616-BD06-724B11D807A3
Status: Completed
Subject: OPR 2025-0243 -CONTRACT - OMNIA PARTNERS, PUBLIC SECTOR INC
Source Envelope:
Document Pages: 6
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
Stamps: 1
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Daniel Rose
808 W. Spokane Falls Blvd.
Spokane, WA 99201
drose@spokanecity.org
IP Address: 198.1.39.252

Record Tracking

Status: Original
3/13/2025 9:24:58 AM
Holder: Daniel Rose
drose@spokanecity.org
Location: DocuSign

Signer Events	Signature	Timestamp
Sarah E. Vavra sarah.vavra@omniapartners.com Sr. Vice President, Public Sector Contracting OMNIA Partners, Public Sector Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style Using IP Address: 174.34.27.179	Sent: 3/13/2025 9:45:52 AM Viewed: 3/13/2025 10:00:34 AM Signed: 3/13/2025 10:01:07 AM
Electronic Record and Signature Disclosure: Accepted: 3/13/2025 10:00:34 AM ID: 720cd633-3261-4c07-b301-458a286b15dd		
Tim Szambelan tszambelan@spokanecity.org Timothy E. Szambelan Assistant City Attorney City of Spokane Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style Using IP Address: 198.1.39.252	Sent: 3/13/2025 10:01:08 AM Viewed: 3/13/2025 10:07:46 AM Signed: 3/13/2025 10:08:19 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Alexander Scott ascott@spokanecity.org City Administrator Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style Using IP Address: 198.1.39.252	Sent: 3/13/2025 10:08:20 AM Viewed: 3/13/2025 2:33:07 PM Signed: 3/13/2025 2:33:22 PM
Electronic Record and Signature Disclosure: Accepted: 3/13/2025 2:33:07 PM ID: 6cba35f0-b68a-42b0-925d-f7c8e28e0e65		
Terri L. Pfister tpfister@spokanecity.org City Clerk City of Spokane Security Level: Email, Account Authentication (None)	Signature Adoption: Uploaded Signature Image Using IP Address: 198.1.39.252	Sent: 3/13/2025 2:33:24 PM Viewed: 3/14/2025 9:44:42 AM Signed: 3/14/2025 9:44:52 AM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
KIRA SPARKS KIRA.SPARKS@OMNIAPARTNERS.COM Contract Coordinator Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 3/13/2025 9:45:53 AM Viewed: 3/13/2025 9:46:19 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/13/2025 9:31:45 AM
Certified Delivered	Security Checked	3/14/2025 9:44:42 AM
Signing Complete	Security Checked	3/14/2025 9:44:52 AM
Completed	Security Checked	3/14/2025 9:44:52 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, SHI International Corp OBO City of Spokane (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact SHI International Corp OBO City of Spokane:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: klund@spokanecity.org

To advise SHI International Corp OBO City of Spokane of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at klund@spokanecity.org and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from SHI International Corp OBO City of Spokane

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to klund@spokanecity.org and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with SHI International Corp OBO City of Spokane

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an e-mail to klund@spokanecity.org and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify SHI International Corp OBO City of Spokane as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by SHI International Corp OBO City of Spokane during the course of my relationship with you.

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Request for Vendor Contract Update

Pursuant to the terms of your awarded vendor contract, all vendors must notify and receive approval from Region 4/OMNIA Partners, Public Sector when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4. Region 4 reserves the right to accept or reject any request.

DIRTT Environmental Solutions *(Vendor Name)* hereby provides notice of the following update to

Contract number: R2211-01 for Wall System Solution *(Contract Title)*

on this date 7/3/25.

Instructions: Vendors must check all that may apply and shall provide supporting documentation. Place your initials next to each item to confirm that documents are indeed included. Request received without supporting documentation will be returned.

- ☑ **Authorized Distributors/Dealers**
  - ____ Addition
  - ____ Deletion
  - X Supporting Documentation
- ☐ **Products/Services**
  - ____ New Addition
  - ____ Update Only
  - ____ Supporting Documentation
- ☐ **Discontinued Products/Services**
  - ____ Supporting Documentation
- ☐ **States/Territories**
  - ____ Supporting Documentation
- ☐ **Price Update**
  - ____ Supporting Documentation
- ☐ **Material Change**
  - ____ Assignment
  - ____ Change in Ownership (Sale/Purchase)
  - ____ Bankruptcy
  - ____ Acquisition
  - ____ Merger
  - ____ Supporting Documentation
- ☐ **Other** _____
  - ____ Supporting Documentation

Notes: Vendor may include other notes regarding the contract update here: (attach another page if necessary). For material changes, indicate the name of the company of the awarded supplier and the official name of assigned or added company.

Please see the attached Excel form identified as "Rep Territory and Distribution Partner (Dealer) List -2025-07-03 that outline our North American Reps and Distributions by the geographic location. Signature of Vendor didn't work for me. Please consider this my binding signature "Stephen P. Kennedy, Dates 07-03-2025

Signature of Vendor: Stephen P. Kennedy

Submitted By: Stephen P. Kennedy

Title: Government Market Segment Leader - North America

☐ **Approved Date:** 7/23/2025 | 3:45 PM CDT

☐ **Denied Date:** _____

Region 4 ESC 1st Review: DS _____ Initials

Docusign Envelope ID: 7D14726B-9454-46E3-BC61-E836BA4A3150

Contact Phone Number: 480 578-5262

Region 4 ESC: Signed by: Adam Taba A5A9F62707BB46B... Signature

Email Address: skennedy@dirtt.com

For material changes, the awarded contract holder and/or subsequent assignee agrees to and understands the following principles:

i. **Contract holder reference**. If the contract holder undergoes a merger, acquisition, or partial assignment, in which case they still maintain the contract, then all transactions made under the existing contract number (including purchase orders) must reference the name of the awarded contract holder. The exception to this requirement is if the contract holder no longer holds the contract or if the company has been acquired by another company and undergone a name change. Notice of the authorized name change, to the existing contract, must be provided and approved by Region 4.

In instances where the contract holder has acquired a separate and distinct company, and it is necessary to designate those certain purchases facilitated by the non-contract holder, then this designation may be made if, and only if, the contract holder is also referenced on the transaction.

ii. **Maintenance of records**. Both the awarded contract holder and subsequent assignee agree to remain responsible for maintaining all auditable records, including documents kept in the ordinary course of business and sales invoices, related to OMNIA Partners, Public Sector and/or contract number pursuant to the statutory requirements identified in the vendor contract.

iii. **Payments**. Both the awarded contract holder and subsequent assignee agree that all payments made by participating entities must be made directly to the contract holder, unless otherwise approved by Region 4. Accordingly, both parties acknowledge that in instances where it is necessary to designate the purchases facilitated by assignee, that the contract holder must also be referenced on the purchase order.

iv. **Handling of Proprietary and/or Confidential Information**. In accord with the terms of the contract, both awarded vendor and assignee agree that at all times it will hold in strict confidence and not disclose to any third party Confidential and/or Proprietary information of Region 4, except as approved in writing by Region 4, and will use the Confidential Information for no purpose other than providing services under the contract. Both awarded vendor and assignee shall only permit access to Confidential Information to those of its employees or authorized representatives having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein.

This document is to be construed in strict accordance with the terms and conditions outlined in the Region 4/vendor Master Agreement referenced herein. Both awarded vendor and assignee agree to uphold the vendor obligations set forth in the vendor agreement. This Agreement will become effective when signed by all parties.

Docusign Envelope ID: 7D14726B-9454-46E3-BC61-E836BA4A3150

Rep Territory and Partner List - DIRTT Environmental Solutions

As of 2025-07-18 16:08:52 Eastern Standard Time/EST • Generated by Steve Kennedy

Full Name ↑	Sales Rep Area(s) ↑	Account Name	Sales Territory
Aaron White	South Wisconsin	LERDAHL - Inspired Workplace Interiors - Middleton	Central USA
		LERDAHL - Inspired Workplace Interiors - Milwaukee	Central USA
		BSI Building Service, Inc. - Waukesha	Central USA
		BSI Building Service, Inc. - Appleton	Central USA
		LERDAHL - Inspired Workplace Interiors - La Crosse	Central USA
		Continua Interiors - Madison	Central USA
		BSI Building Service, Inc. - Milwaukee	Central USA
		Continua Interiors - Chicago	Central USA
Annette Plaia	Alabama; Pensacola	Corporate Environments - Alabama	South USA
		AWC Construction Services - Nashville	South USA
Benjamin Henningsen	Kentucky; Missouri	Continua Interiors - St. Louis	Central USA
		Built Solutions, LLC - Missouri	Central USA
		ID + A - Lexington	Central USA
		ID + A - Louisville	Central USA
		Continua Interiors - Chicago	Central USA
Benton Albritton	Charlotte; Raleigh	AWC Construction Services - Raleigh	South USA
		AWC Construction Services - Charlotte	South USA
		AWC Construction Services - Greenville	South USA
Bill O'Neill	Minnesota; North Dakota; South Dakota	Continua Interiors - Plymouth	Central USA
		The Berg Group - Chaska	Central USA
		adaptt - Plymouth	Central USA
		SHIFTT - Rochester	Central USA
Brad Spier	Pittsburgh	Workscape, Inc. dba Construkt - Pittsburgh	Central USA
		ISI Interior Supply Inc - Cleveland	Central USA
Brian Leahy	Maine; Massachusetts; New Hampshire; Vermont	Sheehans Office Interiors - Portsmouth	East USA
		Creative Office Resources - Hartford	East USA
		Creative Office Resources - Hamden	East USA
		Sheehans Office Interiors - East Providence	East USA
		Sheehans Office Interiors - Worcester	East USA
		Creative Office Resources - Woburn	East USA
		Creative Office Resources - Worcester	East USA
		Creative Office Resources - Burlington	East USA
		Creative Office Resources - Portland	East USA
		Creative Office Resources - Boston	East USA
		Creative Office Resources - Manchester	East USA
		Creative Office Resources - Providence	East USA
Brittani Davis	Michigan	ISI Interior Supply Inc - Detroit	Central USA
Cara DeLong	San Antonio	G.L. Seaman & Company - Dallas	South USA
		WRG - Dallas	South USA
		AWC Construction Services - Austin	South USA
		AWC Construction Services - San Antonio	South USA
		WRG - Fort Worth	South USA
		G.L. Seaman & Company - Fort Worth	South USA
Dan Flynn	Iowa; Nebraska; South Dakota	AOI Corporation - Omaha	Central USA
		Built Solutions, LLC - Iowa	Central USA
Danny McEachren	Alaska; Calgary; Hawaii; Idaho; Saskatchewan; Utah	Constructiv LLC - Southern Idaho	Canada
		Agile Walls Inc. - Regina	Canada
		ITS Science & Medical Pte Ltd. - Singapore	Canada
		Faciliteq+AI - Idaho	Canada
		Action Office - Saskatoon	Canada
		Contemporary Office Interiors - Calgary	Canada
		Kuchar Construction, LLC dba PreFab AK - Eagle River	Canada
		NGI - Mexico	Canada
		Contemporary Office Interiors - Vancouver	Canada
		Contract Furnishers of Hawaii, Inc. dba Office Pavilion - Honolulu	Canada
		Architectural Wallsz - Worcestershire	Canada
		HB Build - St.George	Canada
		HB Build - Salt Lake City	Canada
David Parrish	Maryland; Virginia; Washington DC	GovSolutions, Inc. - Virginia Beach	East USA
		ForBuild - Washington, DC	East USA
		Bialek Environments dba Intellistruct - Rockville	East USA
Gary Niro	Southern California	TCOF - Santa Barbara	West USA
		G/M Interior Construction dba DIV13 - Riverside	West USA
		Pivot Interiors - Costa Mesa	West USA
		G/M Interior Construction dba DIV13 - Irvine	West USA
		Pivot Interiors - Los Angeles	West USA
		Sharpe Interior Systems, Inc. - Valencia	West USA
		Modular Systems Specialists, Inc. - Ventura	West USA
		Pivot Interiors - La Mirada	West USA

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Heather Kenney	Houston	AGILE INTERIORS - Houston	South USA
		AGILE INTERIORS - Austin	South USA
Jacob Sinclair	Denver	DBI - Littleton	Central USA
		Goodmans Interior Structures - Albuquerque	Central USA
Jorge Garcia	Fort Myers; Jacksonville; Miami	Empire Office - Hollywood	South USA
		Workscapes dba BuildScapes - Tampa	South USA
		Workscapes dba BuildScapes - Orlando	South USA
		Compass Office Solutions - Miramar	South USA
		Workscapes dba BuildScapes - Palm Beach	South USA
		Workscapes dba BuildScapes - Jacksonville	South USA
		Workscapes dba BuildScapes - Fort Myers	South USA
		Empire Office - Tampa	South USA
		Empire Office - Orlando	South USA
Kelly Greene	Cleveland; Columbus	Continua Interiors - St. Louis	Central USA
		Workscape, Inc. dba Construkt - Pittsburgh	Central USA
		LERDAHL - Inspired Workplace Interiors - Middleton	Central USA
		Continua Interiors - Plymouth	Central USA
		LERDAHL - Inspired Workplace Interiors - Milwaukee	Central USA
		ISI Interior Supply Inc - Columbus	Central USA
		ISI Interior Supply Inc - Cincinnati	Central USA
		ISI Interior Supply Inc - Cleveland	Central USA
		Built Solutions, LLC - Missouri	Central USA
		ID + A - Lexington	Central USA
		BSI Building Service, Inc. - Waukesha	Central USA
		BSI Building Service, Inc. - Appleton	Central USA
		LERDAHL - Inspired Workplace Interiors - La Crosse	Central USA
		Continua Interiors - Madison	Central USA
		ID + A - Louisville	Central USA
		BOLTT - Indianapolis	Central USA
		The Berg Group - Chaska	Central USA
		adaptt - Plymouth	Central USA
		DBI - Littleton	Central USA
		ISI Interior Supply Inc - Detroit	Central USA
		BSI Building Service, Inc. - Milwaukee	Central USA
		Continua Interiors - Chicago	Central USA
		Built Solutions, LLC - Kansas	Central USA
		AOI Corporation - Omaha	Central USA
		SHIFTT - Rochester	Central USA
		Built Solutions, LLC - Iowa	Central USA
Kerri Brocker	Kansas City	Built Solutions, LLC - Kansas	Central USA
Linda Guglielmo	New Jersey; Philadelphia	Empire Office - Secaucus	East USA
		ForBuild - Somerville	East USA
		Creative Office Resources - Edison	East USA
		Premier - Philadelphia	East USA
Lisa Silva	Georgia	CWC Carithers-Wallace-Courtenay - Atlanta	South USA
		Corporate Environments - Atlanta	South USA
		Corporate Environments - Savannah	South USA
		NOS National Office Systems - Savannah	South USA
		CWC Carithers-Wallace-Courtenay - Chattanooga	South USA
Michelle Merlino	Indiana; Southern Ohio	ISI Interior Supply Inc - Columbus	Central USA
		ISI Interior Supply Inc - Cincinnati	Central USA
		BOLTT - Indianapolis	Central USA
Nicole Roethle	Seattle; Spokane	Constructiv LLC - Spokane	West USA
		Servicemark - Seattle	West USA
		HB Build - Seattle	West USA
Pamela Armstrong	Oregon; Spokane	Eteriors - Portland	West USA
Paula Christiansen	Nevada; San Diego	G/M Interior Construction dba DIV13 - San Diego	West USA
		Parron Hall Construct - San Diego	West USA
		HB Build - Reno	West USA
		Faciliteq+AI - Las Vegas	West USA
		HB Build - Las Vegas	West USA
		CMS Interiors, Inc. - San Diego	West USA
Sally Hinderegger	Albany; New York (city); Rochester; Syracuse	Empire Office - New York	East USA
		Accent Commercial Furniture Inc. - Albany	East USA
		Sedgwick Business Interiors - Syracuse	East USA
		Creative Office Resources - New York	East USA
		Gil-Bar Industries - New York	East USA
		ForBuild - New York	East USA
Shari Duncan	Arizona; Bay Area; Central Valley; East Bay; Northern Cal	Vantis - East Bay	West USA
		Faciliteq+AI - Phoenix	West USA
		Faciliteq+AI - New Mexico	West USA
		The Berg Group - Sacramento	West USA
		Goodmans Interior Structures - Phoenix	West USA
		Vantis - San Francisco	West USA

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		Pivot Interiors - Santa Clara	West USA
		Vantis - Santa Clara	West USA
		Goodmans Interior Structures - Tucson	West USA
		Goodmans Interior Structures - Albuquerque	West USA
		Improve Group - Albuquerque	West USA
Thomas Wright	Arkansas; Oklahoma	Interior Logistics - Tulsa	South USA
		Evo Business Environments - Memphis	South USA
		Evo Business Environments - Little Rock	South USA

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EXHIBIT B

4301 N Freya Street | Spokane, WA | 99217
www.constructiv.build
Ryan Moffet 509-904-9420

Quote For: City of Spokane
Water Department Walls/Doors Phase 1
OMNIA Partner's R2211-01

Created: 9/3/2025

Pricing Details

Description	Taxable	Tax Rate		Price
DIRTT Walls & Doors	Y	9.1%		$137,981.00
DIRTT Timber (Ordered Separately)	Y	9.1%		$0.00
Door HW (Open Market)	Y	9.1%		$1,225.00
Glass (Open Market)	Y	9.1%		$7,334.00
Vinyl Film (Open Market)	Y	9.1%		$8,750.00
Design and PM Services	Y	9.1%		$9,600.00
			Subtotal	$164,890.00
			Sales Tax	$15,004.99
			Final Total	$179,894.99

Additional Notes

Combination of Solid and Glass Walls as Specified
Wall Ht 10' for Phase 1 with Overhead Seismic Bracing
Wall Tiles to be Combination of Custom ChromacoatPlus and Fabric Wrapped (color TBD)
Aluminum Extrusions Clear Anodized
Silver PVC Trims
Solid Butt Hinge Doors with Best 7KC Leversets (less cores)
Concealed Closers and Overhead Stops/Hold Opens
Doors Fir Veneer with Clearcoat
30' x 10' Leaf Wall with Fabric Wrapped Tiles (COM) and Back Painted Glass (Center Tiles)
3M Fasara Privacy Film Applied to DIRTT Glass up to 5'-0"
Quote Includes 1 Trip to Site for Measurements, Product, Freight, and Installation

Terms and Conditions

1. • NOTE: Preliminary budget only.•
2. **A deposit of 50% will be required prior to materials being ordered***
3. Authorized shop drawings will need to be signed by client prior to finalizing order*
4. Net 30 days terms*
5. Budget pricing good for 30 days after issued date. After 30 days, new budget will be needed unless negotiated with Constructiv
6. Constructiv will store materials for up to 20 days. After 20 days, a charge of $100 per skid per day will be charged
7. Double handling may also lead to additional charges
8. Freight costs are an estimate. Final costs will be determined at time of order

Exclusions

1. All work to be completed in a single phase – phasing may result in additional charges.
2. Floor leveling and chopping of floors by others.
3. Protection of walls by others.
4. We will not assume costs related to hoist charges, walk-up of material or special field assembly.
5. Access is on a maintained/paved road accessible to loading area.
6. Clear & free access to freight elevator, if applicable.
7. Freight elevator exclusive for time/day of DIRTT deliveries

8. Proper staging and layout area zoned for DIRTT material
9. DIRTT deliveries scheduled by others.
10. Site security scheduled by others.
11. Building access scheduled by others
12. Building space and floor protection provided by others
13. Appropriate dumpster and waste disposal accommodations for DIRTT waste
14. Clear and free access from all other trades
15. Permits and inspections

Labor Not Covered

1. Demo of any and all types
2. Warehousing - Deliveries to be direct to jobsite unless discussed prior to shipping.
3. Forklifts and cranes including operator time and materials
4. Seismic tie-off design method to be done by others according to local jurisdiction.
5. Any bracing material of any type
6. Any custom bracing structure for unforeseen obstacles that are not noted prior to final shop sign-off
7. Any installation of any solid surface materials.
8. Scraping and patching of fireproofing for seismic and any tie-off to deck
9. Labor and electrical hardware connection of any nature including low voltage security devices
10. Patch and repair of existing conditions.
11. Any composite clean up time not included.
12. Detail cleaning.
13. Conventional walls to be finished or sanded or painted.
14. Floor finishing.
15. Any floor prep or protection.
16. Any floor leveling or materials.
17. Ramping of any nature.

Print Name	Signature	Date

Please sign and remit a 50% deposit to proceed with order

DRYWSPE-02 BGARCIA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/14/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Elisabeth Broom
Hub International Northwest LLC PO Box 3144 Spokane, WA 99220	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: elisabeth.broom@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Alaska National Insurance Company	38733
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

DSI Construction Inc.
4301 N Freya St
Spokane, WA 99217

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	24LPS13481	12/13/2024	12/13/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG WA STOP GAP	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	24LAS13481	12/13/2024	12/13/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			24LLU13481	12/13/2024	12/13/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Equipment Floater			24LIA13481	12/13/2024	12/13/2025	Installation	300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Spokane is additional insured per attached forms.

CERTIFICATE HOLDER

City of Spokane
808 W Spokane Falls Blvd
Spokane, WA 99201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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Alaska National INSURANCE COMPANY

CONTRACTORS' GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Coverage recorded under this endorsement does not apply to any person or organization covered as an additional insured by any other endorsement or agreement unless specifically stated in this Coverage Part.

SCHEDULE OF COVERAGES ARE SUMMARIZED BELOW

1. **Miscellaneous Additional Insureds**
   Additional Insured Endorsements

   Primary and Noncontributory Insurance

2. **Damage To Premises Rented to You**
   Limit increased to $500,000

3. **Medical Payments**
   Limit increased to $15,000
   Reporting Period increased to three years from the date of occidence

4. **Non-owned Watercraft**
   Increased to 50 feet

5. **Supplementary Payments**
   Coverage b bail bond increased to $10,000
   Daily loss of earnings increased to $500

6. **Newly Formed Or Acquired Organizations**
   Coverage extended to the end of the policy period or the next anniversary of this policy's effective date

7. **Liberalization Clause**

8. **Unintentional Failure To Disclose Hazards**

9. **Notice of Occurrence**

10. **Broad Knowledge of Occurrence**

11. **Bodily Injury - Extension of Coverage**

12. **Expected Or Intended Injury**
    Reasonable force to bodily injury or property damage

13. **Blanket Waiver of Subrogation**
    Unless otherwise subrogation is waived by written contract or written agreement

14. **In Rem Actions**

15. **Voluntary Property Damage**
    Limit added: $5,000 occurrence $10,000 aggregate

1. MISCELLANEOUS ADDITIONAL INSUREDS

Section II Who Is An Insured is amended to include as an additional insured any person or organization described in Paragraphs **2.a.** through **2.h.** below from you are required to add as an additional insured on this policy under a written contract or written agreement but only to the extent:

1. Currently in effect or becoming effective during the term of this policy and
2. Executed prior to the "bodily injury" "property damage" or "personal injury and advertising injury" but

Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insured is limited as provided herein:

a. **State or Governmental Agency or Subdivision or Political Subdivisions**

Alaska National INSURANCE COMPANY

Any state or governmental agency or subdivision or political subdivision shown in the Schedule, but only with respect to operations performed by you or on your behalf for the state or governmental agency or subdivision or political subdivision that you are required by any ordinance, permit or building code to include as an additional insured on this coverage part, but only with respect to liability for "bodily injury", "property damage", "personal and advertising injury" arising out of such operations.

The insurance provided to such state or political subdivision does not apply to any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or political subdivision.

b. Controlling Interest

Any person or organization in which you have a controlling interest, but only with respect to liability arising out of:

(1) Their financial control of you; or

(2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alteration, new construction and demolition operations performed by or for such additional insured.

c. Managers or Lessors of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

d. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver but only with respect to liability of the mortgagor or owner of the premises for their ownership, maintenance or use.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

e. Owners or Other Interests From Whom Land Has Been Leased

Any owner or other interest from whom land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to lease that land or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

f. Co-owner of Insured Premises

A co-owner of premises co-owned by you and covered under this insurance but only with respect to the co-owner's liability as co-owner of such premises.

g. Lessor of Equipment

Any person or organization from whom you lease equipment that person or organization is an additional insured only with respect to their liability for "bodily injury", "property damage" or "personal and Advertising injury" caused, in whole or in part by your maintenance operations or use of equipment leased to you by that person or organization. A person's or organization's status as an additional insured under this endorsement ended when their written contract with you for that leased equipment ended.

This insurance does not apply to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply:

(1) To any "occurrence" which takes place after the equipment lease expires.

(2) To "bodily injury", "property damage", or "personal and advertising injury" arising out of the sole negligence of that additional insured.

h. Owners, Lessees or Contractors – Ongoing Operations and Completed Operations

1. Any person or organization for whom you are performing operations or have performed operations that you and that person or organization agreed in writing in a contract that 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 described in Paragraph **1.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part by:

a. Your acts or omissions, or

b. The acts or omissions of those acting on your behalf, or

c. "Your Work" performed for the additional insured described in Paragraph **1.** or **2.** above and included in the "products-completed operations hazard."

In the performance of your ongoing operations or completed operations for the additional insured described in Paragraph **1** or **2.** above.

Before either the insurance afforded to such additional insured described above:

a. Only applies to the extent permitted by law, and

b. Will not be broader than that which you are required by the contract to provide for such additional insured.

3. This insurance does not apply to the insurance afforded to these additional insureds the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional architectural, engineering or surveying services, including:

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Primary And Noncontributory Insurance

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2. Damage To Premises Rented to You

SECTION III – LIMITS OF INSURANCE, P□r□□r□□□ **6.** i□ re□l□ced by □□e □ollo□i□□:

6. □ub□ec□ □o P□r□□r□□□ **5.** □bo□e□ □□e D□m□□e □o Premi□e□ Re□ē□ □o You Limi□ i□ □□e mo□□□e □ill □□y u□der Co□er□□e **A** for damages because of "property damage" to any one premises, while re□ē□ □o you□or i□ □□e c□□e o□ d□m□□e by □ire□□ile re□ē□ □o you or □em□or□rily occu□ied by you □i□□ □ermi□□io□ o□ □□e o□□er□

I□ □ limi□ i□ □□o□□ □or D□m□□e □o Premi□e□ Re□ē□ □o You □□e mo□□ □e □ill □□y u□der Co□er□□e **A** for damages because or "property damage" to any one premises is the Limit shown i□ □□e Decl□r□io□□ or □500□000□ □□ic□e□er i□ □re□er□

3. MEDICAL PAYMENTS

A. Section III – Limits of Insurance □P□r□□r□□□ **7.** i□ re□l□ced by □□e □ollo□i□□:

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B. □□i□ □ro□i□io□ 5□ □Medic□l P□yme□□□□ doe□ □o□□□□ly i□ **Section I - Coverage C Medical Payments** i□ e□cluded ei□□er by □□e □ro□i□io□□ o□ □□e Co□er□□e P□r□ or by e□dor□eme□□□

C. P□r□□r□□□ **1.a.(3)(b) of Section I - Coverage C - Medical Payments** □i□ re□□ced by □□e □ollo□i□□:

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4. NON-OWNED WATERCRAFT

A□ l□e□dor□eme□□ **CG 21 09, CG 21 10, CG 24 50, or CG 24 51 is attached to the policy, Paragraph A. 2. g. (2) (b)** i□ re□□ced by □□e □ollo□i□□:

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5. SUPPLEMENTARY PAYMENTS

A. □□der **Section I - Supplementary Payments - Coverage A** □□d **B** □ P□r□□r□□□ **1.b** □□e limi□o□□250 □□o□□ □or □□e co□□o□b□l bo□d□ i□re□□ced by □10□000□

B. I□ P□r□□r□□□ **1.d.,** □□e limi□o□□250 □□o□□ □or d□ily lo□□ o□e□ri□□□ i□re□□ced by □500□

6. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

P□r□□r□□□ **3.a.** o□ **Section II - Who Is An Insured** i□ dele□e□ □□d re□□ced by □□e □ollo□i□□:

Co□er□□e u□der □□i□ □ro□i□io□ i□ □□□orded o□ly u□□il □□e e□d o□ □□e □olicy □eriod or □□e □e□□ anniversary of this policy's effective date after you □c□uire or □orm □□e or□□□i□□io□□ □□ic□e□er i□ e□rlier□

7. LIBERALIZATION CLAUSE

I□□e □do□□□ c□□□□e i□ our □orm□ or rule□ □□ic□ □ould bro□de□ co□er□□e □or co□r□c□or□ u□der □□i□ e□dor□eme□□ □i□□ou□ □□□ □dditio□□l □remium c□□r□e□your □olicy □ill □u□om□ic□lly □ro□ide □□e □dditio□□l co□er□□e□ □□ o□□□e d□□e □□e re□i□io□ i□ e□ec□i□e i□ your □□□□e□

8. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS – P□r□□r□□□ **6. – Representations** i□re□□ced by □□e □ollo□i□□:

6. Representations

By □cce□i□□ □□i□ □olicy□you □□ree:

a. □□e □□□□eme□□□ i□ □□e Decl□r□□io□□ □re □ccur□□e □□d com□le□e□

b. □□o□e □□□□eme□□□ □re b□□ed u□o□ re□re□e□□□io□□ you m□de □o u□□□□d

c. □ e □□□e i□□ued □□i□ □olicy i□ reli□□ce u□o□ your re□re□e□□□io□□□

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9. NOTICE OF OCCURRENCE

□□e □ollo□i□□ i□ □dded □o P□r□□r□□□ **2.** o□ **Section IV - Commercial General Liability Conditions - Duties In The Event of Occurrence, Offense, Claim or Suit:**

Your ri□□□□ u□der □□i□ Co□er□□e P□r□□ill □o□be □re□udiced i□ you □□il □o □i□e u□ □o□ice o□ □□ “occurrence”, offense, claim or “suit” and that □ilure i□ □olely due □o your re□□o□□ble belie□□□□□ the “bodily injury” or “property damage” is not co□ered u□der □□i□ Co□er□□e P□r□□ □o□e□er□you shall give written notice of this “occurrence”, offense, claim or “suit” to us as soon as you are □□□re □□□□ □□i□ i□□ur□□ce m□y □□□ly □o □uc□ “occurrence”, offense, claim or “suit.”

10. BROAD KNOWLEDGE OF OCCURRENCE

□□e □ollo□i□□ i□ □dded □o P□r□□r□□□ **2.** o□ **Section IV - Commercial General Liability Conditions - Duties in The Event of Occurrence, Offense, Claim or Suit:**

You mu□□□i□e u□ or our □u□□ori□ed re□re□e□□□i□e notice of an “occurrence”, offense, claim, or “suit” only when the “occurrence”, offense, claim or “suit’ is known to:

(1) You i□ you □re □□ i□di□idu□l□

(2) A □□r□□er□ i□ you □re □ □□r□□er□□i□□

(3) A□ e□ecu□i□e o□i□cer or □□e em□loyee de□i□□□□ed by you □o □i□e □uc□ □o□ice□ i□ you □re □ cor□or□io□□or

(4) A m□□□□□er□i□ you □re □ limi□ed li□bili□y com□□□y□

11. EXPANDED BODILY INJURY

Section V - Definitions, the definition of “bodily injury” is changed to read:

“Bodily injury” means bodily injury, sickness or di□e□□e □u□□i□ed by □ □er□o□i□cludi□□ de□□□□ □umili□io□□ □□oc□□ me□□□l □□□ui□□ or me□□□l i□□ury by □□□□□er□o□ □□□□y □ime □□ic□ re□ul□□ □□ □ co□□e□ue□ce o□ □□e bodily i□□ury□ □ic□□e□□ or di□e□□e□

12. EXPECTED OR INTENDED INJURY

E□clu□io□ **a.** o□ **Section I - Coverage A - Bodily Injury and Property Damage Liability** i□ re□□ced by □□e □ollo□i□□:

a. “Bodily injury” or “property damage” e□□ec□ed or i□□e□ded □rom □□e □□□□d□oi□□ o□ □□e i□□ured□ □□i□ exclusion does not apply to “bodily injury” or “property damage” resulting □rom □□e u□e o□re□o□□ble □orce □o □ro□ec□□er□o□□ or □ro□er□y□

13. BLANKET WAIVER OF SUBROGATION

□□e **Transfer Of Rights Of Recovery Against Others To Us Condition (Section IV - Commercial General Liability Conditions)** i□ □me□ded by □□e □ddi□io□ o□□□e □ollo□i□□:

□ e □□i□e □□y ri□□□ o□ reco□ery □□□i□□□ □□y □er□o□ or or□□□i□□io□□bec□u□e o□□□y □□yme□□ □e m□□e u□der □□i□ Co□er□□e P□r□□ □o □□om □□e i□□ured □□□ □□i□ed i□□ ri□□□ o□ reco□ery i□ □ □ri□e□ co□r□c□or □□reeme□□□□uc□ □□i□er by u□ □□□lie□ o□ly □o □□e e□□e□□ □□□□□ □□e i□□ured □□□ □□i□ed i□□ ri□□□ o□ reco□ery □□□i□□□ □uc□ □er□o□ or or□□□i□□io□ □rior □o lo□□□

14. IN REM ACTIONS

Any action in rem against any vessel owned or operated by or for or chartered by or for you will be treated in the same manner as though the action were in personam against you.

15. VOLUNTARY PROPERTY DAMAGE

The following is added to **Section I – Coverage A – Bodily Injury and Property Damage Liability 1., Insuring Agreement:**

We will pay on your request for "property damage" to property owned or in the care, custody or control of an insured arising out of your business operations by you from your insured premises or vehicle with policy limits and occurring during the policy period.

However, the "property damage" must be the result of an incident or series of incidents that does not include diminution in value or loss of use.

You agree with us to take all steps to do your duty to defend any claim and/or "suits" for which the only coverage provided is under this coverage extension.

For the purpose of this coverage only, **Section I – Coverage A – Bodily Injury and Property Damage Liability 2. Exclusions J. (4.) is deleted.**

All recovered under voluntary Property Damage the following is added to **Section III – Limits of Insurance:**

Regardless of the number of insureds, claims or "suits" brought, or persons or organizations making claims or bringing "suits":

1. Subject to 2. Below, the most we will pay for "property damage" arising from any one "occurrence" arising out of "property damage" to property owned by you and while in your care, custody or control is $5,000.

2. The most we will pay for the sum of all "property damage" in an annual policy period is $10,000 unless amount is increased by additional to the General Aggregate Limit described in Paragraph 2. of **Section III – Limits of Insurance.**

This endorsement changes the policy to which it is attached and is effective on the date issued at 12:01 AM standard time at your mailing address to the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective December 13, 202 Policy No. 2L P 13 81

Insured Dal Construction Inc. Endorsement No. 23

Countersigned By *Marc E. Schmitlein* Sub Insertion No.

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Alaska National INSURANCE COMPANY

BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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Throughout this policy, the words "you" and "your" re□er □o □□e N□med I□□ured □□o□□ i□ □□e Declarations. The words "we", "us", and "our" refer to □□e com□□□y □ro□idi□□ □□i□ i□□ur□□ce□

O□□er □ord□ □□d □□r□□e□ □□□□ □□□e□r i□ □uo□□io□ m□r□□ □□□e □□eci□l me□□i□□□ Re□er □o **SECTION V – DEFINITIONS** i□ □□e Bu□i□e□□ Au□o Co□er□□e □orm□

□□e co□er□□e□ □ro□ided by □□i□ e□dor□eme□□ □□□ly per "accident" and, unless otherwise specified, are □ub□ec□o □ll o□□e □erm□□co□di□io□□□e□clu□io□□ □□d deduc□ible □ro□i□io□□ o□ □□e □olicy□ □o □□ic□ i□ i□ □□□□c□ed□

SECTION II – COVERED AUTO LIABILITY COVERAGE□P□r□□r□□□ A□1□□ □o I□ A□ I□□ured i□ □me□ded □o i□clude:

d□ Any "employee" of yours while operating an "auto" hired or rented under a co□□r□c□or □□reeme□□i□ □□ "employee's" □□me□ □i□□ your □ermi□□io□□ □□ile □er□ormi□□ du□ie□ rel□□ed □o □□e co□duc□ o□your bu□i□e□□□

e. A□y □er□o□ or or□□□i□□io□ □or □□om you □□□e □□reed i□ □ri□□□ □o □ro□ide i□□ur□□ce □uc□ □□ i□ □□□orded by □□i□ Co□er□□e □orm□bu□o□ly □i□□ re□□ec□ □o li□bili□y □ri□□□ ou□ o□ □□e o□□er□i□□ maintenance or use of "autos" covered by □□i□ □olicy□ I□□uc□ □er□o□ or or□□□i□□io□ □□□ o□□er i□□ur□□ce □□e□ □□i□ i□□ur□□ce i□ □rim□ry □o □□d □e □ill □o□ □ee□ co□□ribu□io□ □rom □□e o□□er i□□ur□□ce□

SECTION IV – Business Auto Conditions, Paragraph A. 5. – Transfer of Rights of Recovery Against Others To Us is amended to include:

5. Transfer of Rights of Recovery Against Others to Us

□□i□ co□di□io□ doe□ □o□ □□□ly □o □□y □er□o□□□□or or□□□i□□io□□□□□ □o □□e e□e□□□□□□ □ubro□□io□ □□□i□□□ □□□□ □er□o□ or organization is waived prior to the "accident" or the "loss" under a contract with that person or or□□□i□□io□□

SECTION II – COVERED AUTO LIABILITY COVERAGE□P□r□□r□□□ A□2□□□□2□– **Supplementary Payments** i□re□l□ced by □□e □ollo□i□□:

(2) □□ □o □10□000 □or co□□o□b□il bo□d□ i□cludi□□ bo□d□ □or rel□□ed r□□□ic l□□ □iol□io□□□ re□uired bec□u□e o□ □□ "accident" we cover. We do not have □o □ur□i□□ □□e□e bo□d□□

SECTION II – COVERED AUTO LIABILITY COVERAGE□P□r□□r□□□ A□2□□□□□– **Supplementary Payments** i□re□l□ced by □□e □ollo□i□□:

(4) All re□□o□□ble e□□e□□e□ i□curred by the "insured" at our re□ue□□□i□cludi□□ □c□u□l lo□□ o□e□r□i□□□ u□ □o □500 □ d□y bec□u□e o□□ime o□□□rom □or□□

SECTION II – COVERED AUTO LIABILITY COVERAGE P r r A 2 c – **Voluntary Property Damage** i dded o llo :

c. Voluntary Property Damage

A your ri e re ue e m y m e olu ry yme or Pro er y D m e caused by an "insured", but without li bili y o ird r y u o 25 000 e ill o m e olu ry Pro er y D m e yme o o yo e o i "insured" under this policy.

SECTION III – PHYSICAL DAMAGE COVERAGE P r r A 2 – **Towing** i re l ced by e ollo i :

Towing

e ill y u o 500 or o i d l bor costs incurred each time a covered "auto" i :

a. Pri e e er

b. ruc

c. Pic u ruc

d. P el or

e.

y e e icle u der 20 000 lb o ro e icle ei i di bled o e er e l bor mu be er ormed l ce o di bleme

SECTION III – PHYSICAL DAMAGE COVERAGE P r r A 3 – **Glass Breakage – Hitting a Bird or Animal – Falling Objects or Missiles** i re l ced by e ollo i :

Glass Breakage – Hitting a Bird or Animal – Falling Objects or Missiles

I you c rry Com re e i e Co er e or e damaged covered "auto", we will pay the ollo i u der Com re e i e Co er e:

a. l Bre e

b. "Loss" caused by hitting a bird or animal; d

c. "Loss" caused by falling objects or mi ile

o e er you e e o io o i l breakage caused by a covered "auto's" collision or overturn considered a "loss" under Colli io Co er e

Glass Repair – Waiver of Deductible

No deduc ible lie o l bre e i e l i re ired r er re l ced

SECTION III – PHYSICAL DAMAGE COVERAGE P r r A – **Transportation Expenses** i re l ced by e ollo i :

a. Transportation Expenses

e ill y u o 200 er d y o m imum o 1 500 or em or ry r or io e e e i curred by you bec u e o e o l e o covered "auto" that is a:

(1) Pri e e er

(2) ruc

(3) Pic u ruc

(4) P el or

(5)

y e e icle u der 20 000 lb o ro e icle ei e ill y o ly or those covered "autos" for which you carry ei er Com re e i e or ecifi ed C u e o Lo Co er e e ill y or em or ry r or io e e e i curred duri e eriod be i i 8 our er e e d e di regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

SECTION III – PHYSICAL DAMAGE COVERAGE P□r□□r□□□ A□□b□ – **Loss of Use Expenses** i□ re□□ced by □e □ollo□i□□:

b. Loss of Use Expenses – Hired, Rented, or Borrowed Automobiles

□e □ill □□y e□□e□□e□ □or □ic□ □□ "insured" becomes legally responsible to □□y □or lo□□ o□ u□e o□ □ e□icle □ired□ re□□ed or borro□ed □i□□ou□□ dri□er u□der □ □ri□□e□ re□□□l co□□r□c□ or □□reeme□□□ □e □ill □□y □or lo□□ o□u□e e□□e□□e□i□ c□u□ed by:

(1) O□□er □□□□ Colli□io□□ o□ly i□ □□e Decl□r□io□□ i□dic□□e □□□□ Com□re□e□□i□e Co□er□□e i□ □ro□ided □or □□e □e□icle □i□□dr□□□ □rom □er□ice□

(2) □□eci□ied C□u□e□ o□Lo□□ o□ly i□□□e Decl□r□io□□ i□dic□□e □□□□ □□eci□ied C□u□e□ o□Lo□□ Co□er□□e i□ □ro□ided □or □□e □e□icle □i□□dr□□□ □rom □er□ice□

(3) Colli□io□ o□ly i□ □□e Decl□r□io□□ i□dic□□e □□□□ Colli□io□ Co□er□□e i□ □ro□ided □or □□e □e□icle □i□□dr□□□ □rom □er□ice□

□o□e□er□ □□e mo□□ □e □ill □□y □or □□y e□□e□□e□ □or lo□□ o□u□e i□ □200 □er d□y□□o □ m□□imum o□□1□500□

SECTION III – PHYSICAL DAMAGE COVERAGE, P□r□□r□□□ A□□□c□– **Non-Transportation Loss of Use Expenses** i□ □dded □□ □ollo□□:

c. Non-Transportation Loss of Use Expenses

□e □ill □□y u□ □o □2□000 □or □o□□ r□□□□or□□io□ e□□e□□e i□curred by you□ because of "lo□□" to a covered "auto", if c□u□ed by:

(1) O□□er □□□□ Colli□io□□ o□ly i□ □□e Decl□r□io□□ i□dic□□e □□□□ Com□re□e□□i□e Co□er□□e i□ □ro□ided □or □□e "auto" withdrawn from service;

(2) □□eci□ied C□u□e□ o□Lo□□ o□ly i□□□e Decl□r□io□□ i□dic□□e □□□□ □□eci□ied C□u□e□ o□Lo□□ Co□er□□e i□ □ro□ided □or □□e "auto" withdrawn from service; or

(3) Colli□io□ o□ly i□ □□e Decl□r□io□□ i□dic□□e □□□□ Colli□io□ Co□er□□e i□ provided for the "auto" withdrawn □rom □er□ice□

SECTION III – PHYSICAL DAMAGE COVERAGE P□r□□r□□□ A□□d□ – **Airbag Coverage** i□ □dded □□ □ollo□□:

d. Airbag Coverage

□e □ill □□y □or □□e co□□□o re□□ir□re□□ce□ or re□e□ □□ □irb□□ □□□□ i□□□e□ □or □□y re□□o□ o□□er □□□□ □□ □ re□ul□ o□ □ colli□io□□i□□e Decl□r□io□□ i□dic□□e □□□□ the covered "auto" has Comprehensive Co□er□□e or □□eci□ied C□u□e□ o□ Lo□□ Co□er□□e□

SECTION III – PHYSICAL DAMAGE COVERAGE P□r□□r□□□ A□□□e□ – **Rental Reimbursement Coverage** i□ □dded □□ □ollo□□:

e. Rental Reimbursement Coverage

□e □ill □□y u□ □o □□5 □er d□y □or re□□□l reimbur□eme□□e□□e□□e□ i□curred by you for the rental of an "auto" because of "loss" to a covered "auto" that is a:

(1) Pri□□e P□□□e□□er□

(2) □ruc□□

(3) Pic□u□ □ruc□□

(4) P□□el□or

(5) □□□

□y□e □e□icle u□der 20□000 lb□□ o□ □ro□□ □e□icle □ ei□□□□ P□yme□□ □□□lie□ i□ □dditio□ □o □□e o□□er□i□e □□□□licable □mou□□o□e□c□ co□er□□e you □□□e o□ □ covered "auto". No deductibles apply to □□i□ co□er□□e□

Alaska National
INSURANCE COMPANY

(1) □e □ill □□y o□ly □or □□o□e e□□e□e□ i□curred duri□□ □□e □olicy □eriod beginning 24 hours after the "loss" and ending, regardless of the policy's e□□ir□io□□ □i□□ □□e le□□er o□ □□e □ollo□i□□ □umber o□ d□y□:

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(b) 30 d□y□□

(2) □□i□ co□er□□e doe□ □o□ □□□ly □□ile there are spare or reserve "autos" □□□il□ble □o you □or your o□er□io□□□

(3) □□e Re□□□l Reimbur□eme□□ Co□er□□e de□cribed □bo□e doe□ □o□ apply to a covered "auto" that is de□cribed or de□i□□□ed □□ □co□ered "auto" on Rental Reimbursement Co□er□□e □orm CA □□ 23□

SECTION IV – BUSINESS AUTO CONDITIONS – P□r□□r□□□ B□2□– Co□ce□lme□□□Mi□re□re□e□□□io□ Or □r□ud i□ □me□ded by □ddi□□ **Unintentional Failure to Disclose Hazards** □□□□e e□d o□P□r□□r□□□ B□2□□□ □ollo□□:

Unintentional Failure to Disclose Hazards

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SECTION IV – BUSINESS AUTO CONDITIONS – P□r□□r□□□ B□5□b□– **Other Insurance** i□ re□□ced by □□e □ollo□i□□:

b. □or □ired Au□o P□y□ic□l D□m□□e Co□er□□e□ □□e □ollo□i□□ □re deemed □o be covered "autos" you own:

(1) Any covered "auto" you lease, hire, re□□□or borro□ □□□□d

(2) Any covered "auto"" hired or rented by your "employee" under a contract in that individual "employee's" name, □i□□ your □ermi□□io□□ □□ile □er□ormi□□ du□ie□ rel□□ed □o □□e co□duc□o□your bu□i□e□□□

However, any "auto" that is leased, hired, re□□ed or borro□ed □i□□ □ dri□er i□ □o□□ covered "auto".

SECTION V – DEFINITIONS – P□r□□r□□□ C□ – **"Bodily injury"** i□ re□□ced by □□e □ollo□i□□:

C. "Bodily injury" means bodily injury, sickness or di□e□□e □u□□i□ed by □ □er□o□ i□cludi□□ de□□□ or me□□□l □□□ui□□ re□ul□i□□ □rom □□y o□ □□e□e□ Me□□□l □□□ui□□ me□□□ □□y □y□e o□ me□□□l or emo□io□□l ill□e□□ or di□e□□e

□□i□ e□dor□eme□□c□□□□e□ □□e □olicy □o □□ic□ i□i□ □□□□c□ed □□d□u□le□□ o□□er□i□e □□□□ed□i□ e□ec□i□e o□ □□e d□□e i□□ued □□ 12:01 A□M□ □□□□d□rd □ime □□your m□li□□ □ddre□□ □□o□□ i□ □□e □olicy□ **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

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Alaska National
INSURANCE COMPANY

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s): Any and all projects within the coverage territory.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective Policy No.

Insured Endorsement No. 28

Countersigned By _____

© Insurance Services Office, Inc., 2008

ADDITIONAL INSUREDS PRIMARY AND NON-CONTRIBUTORY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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COMMERCIAL LIABILI□Y □MBRELLA CO□ERA□E PAR□

P□r□□r□□□ **a.** o□ **5. Other Insurance** o□ **Section IV - Conditions** i□ dele□ed □□d re□□ced by:

5. Other Insurance

a. □□i□ i□□ur□□ce i□ e□ce□□ o□er□□□d □□□ll □o□ co□ribu□e □i□□ □□y o□ □□e o□□er i□□ur□□ce□ □□e□□er □rim□ry□ e□ce□□□ co□i□□e□□ or o□ □□y o□□er b□i□□ □□i□ co□di□io□ □ill □o□□□□ly □o ei□□er:

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(b) I□□e□ded □o be e□ce□□ o□ □□i□ i□□ur□□ce □□d □o□co□ribu□ory □i□□ □□i□ i□□ur□□ce □□ □□reed u□der □ □ri□e□ co□□r□c□ or □□reeme□□ i□□o □□ic□ you □□□e e□□ered □□□□re□uire□ □□□□ □□i□ i□□ur□□ce be □rim□ry □□d □o□□co□ribu□ory□

□uc□ i□□ur□□ce □□ i□ de□cribed i□ i□em□ **(1)** □□d **(2)** □bo□e □□□ll □□□ly i□ e□ce□□ o□ □□e Limi□□ o□ I□□ur□□ce o□□□i□ Co□er□□e P□r□□□d □e □ill □o□ □ee□ co□ribu□io□ or i□dem□i□y □rom □uc□ i□□ur□□ce □or d□m□□e□ □o □□ic□ □□i□ Co□er□□e P□r□□□□lie□□

□ □e□ □□i□ i□□ur□□ce i□ e□ce□□□□e □ill □□□e □o du□y u□der Co□er□□e□ **A** or **B** □o de□e□d □□e insured against any “suit” if any other insurer has a duty to defend the insured against that “suit”. If □o o□□er i□□urer de□e□d□□□e □ill u□der□□□e □o do so, but will be entitled to the insured’s rights □□□i□□□□ll □o□e o□□er i□□urer□□

□□i□ e□dor□eme□□c□□□□e□ □□e □olicy □o □□ic□ i□i□ □□□□c□ed □□d□u□le□□ o□□er□i□e □□□□ed□i□ e□ec□i□e o□ □□e d□□e i□□ued □□ 12:01 A□M□ □□□□d□rd □ime □□ your m□ili□□ □ddre□□ □□o□□ i□ □□e □olicy□ **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

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License Information:

New search Back to results

Entity name: DSI CONSTRUCTION INC

Business name: DSI CONSTRUCTION INC

Entity type: Profit Corporation

UBI #: 601-138-356

Business ID: 001

Location ID: 0001

Location: Active

Location address: 4301 N FREYA ST
SPOKANE WA 99217-6875

Mailing address: 4301 N FREYA ST
SPOKANE WA 99217-6875

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
East Wenatchee General Business - Non-Resident				Active	Dec-31-2025	May-03-2017
Franklin County General Business - Non-Resident	4854			Active	Dec-31-2025	Jun-11-2024
Kennewick General Business - Non-Resident				Active	Jan-31-2026	Jan-14-2025
Minor Work Permit				Active	Dec-31-2025	Jun-21-2018
Moses Lake General Business - Non-Resident	BUS2018-0377			Active	Dec-31-2025	Sep-06-2018
Spokane General Business	T12002655BUS			Active	Dec-31-2025	Oct-15-2012

Owners and officers on file with the Department of Revenue

Owners and officers	Title
MILLER, JEFF	
MILLER, TRACY J	

Registered Trade Names

Registered trade names	Status	First issued
CONSTRUCTIV A DIVISION OF DSI CONSTRUCTION INC	Active	Nov-22-2024
DRYWALL SPECIALTIES INC	Active	Nov-22-2024
DSI CONSTRUCTION INC	Active	Apr-17-2019
NOISE CONTROL A DIVISION OF DSI CONSTRUCTION INC	Active	Sep-30-2024

The Business Lookup information is updated nightly. Search date and time: 9/10/2025 7:56:51 AM

Contact us

How are we doing?
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Don't see what you expected?
Check if your browser is supported

STATE OF WASHINGTON

Department of Labor & Industries

Certificate of Workers' Compensation Coverage

September 8, 2025

WA UBI No.	601 138 356
L&I Account ID	231,807-00
Legal Business Name	DSI CONSTRUCTION INC
Doing Business As	DSI CONSTRUCTION INC
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Quarter 2 of Year 2025 "51 to 75 Workers"
Account Representative	Employer Services Help Line, (360) 902-4817
Licensed Contractor?	Yes
License No.	DSICOCI827N8
License Expiration	08/28/2026

What does "Estimated Workers Reported" mean?

Estimated workers reported represents the number of full time position requiring at least 480 hours of work per calendar quarter. A single 480 hour position may be filled by one person, or several part time workers.

Industrial Insurance Information

Employers report and pay premiums each quarter based on hours of employee work already performed, and are liable for premiums found later to be due. **Industrial insurance accounts have no policy periods, cancellation dates, limitations of coverage or waiver of subrogation** (See RCW 51.12.050 and 51.16.190).

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 09/22/2025

Committee Agenda type: Discussion

Council Meeting Date: 10/20/2025

Date Rec'd	9/9/2025		
Clerk's File #	ORD C36767		
Cross Ref #			
Project #			
Submitting Dept	PARKS & RECREATION	**Bid #**	
Contact Name/Phone	RICH LENTZ 625-6544	**Requisition #**	
Contact E-Mail	RLENTZ@SPOKANECITY.ORG		
Agenda Item Type	Special Budget Ordinance		
Council Sponsor(s)	PDILLON MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	SBO – GOLF SERIES 2018 SILP LOAN PAYOFF		

Agenda Wording

AMENDING ORDINANCE NO. C36626, ENTITLED IN PART, "AN ORDINANCE ADOPTING A BIENNIAL BUDGET FOR THE CITY OF SPOKANE", AND AMENDING IT TO PAYOFF THE GOLF SERIES 2018 SILP LOAN, AND DECLARING AN EMERGENCY.

Summary (Background)

The 2018 golf SILP (Spokane Internal Lending Program) loan either needs to be refinanced or paid in full by year-end according to the original loan terms. Golf has two loans maturing at the end of 2025 and is refinancing one and paying this one in full.

What impacts would the proposal have on historically excluded communities?

N/A

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

N/A

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

N/A

Council Subcommittee Review

N/A

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 1,639,700
Current Year Cost	$ 1,639,700
Subsequent Year(s) Cost	$

Narrative

One-time use of reserves from Facility Improvement Fee charges.

Amount		Budget Account
Expense	$ 1,639,700	# 4600-30210-97185-80102-84113
Revenue	$ 1,639,700	# 5901-79214-99999-39744-84113
Expense	$ 1,638,600	# 5901-79214-81200-57900-84113
Expense	$ 1,100	# 5901-79214-92750-58200-84113
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Reserves

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	One-Time

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		Additional Approvals	
Dept Head	CONLEY, JASON K.	MANAGEMENT &	STRATTON, JESSICA
Division Director	JONES, GARRETT		
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	treasuryaccounting@spokanecity.org
rlentz@spokanecity.org	cbaird@spokanecity.org
kbustos@spokanecity.org	

SBO Request
Finance & Administration Committee

Committee Date	September 22, 2025
Submitting Department	Parks and Recreation (Golf)
Fund to Receive Budget (if different from submitting dept)	4600
Contact Name	Rich Lentz
Select Agenda Item Type	☒ Discussion Time Requested: 5min
Agenda Item Name	Special Budget Ordinance – Golf Series 2018 SIP Loan Payoff
Grant Item	☐ Yes ☒ No If yes, this SBO should be submitted to the same agenda as the acceptance.
Why is this budget adjustment urgent and can't wait until the mid-biennium modification period? **What are the budget codes? (Accountant-provided)**	The 2018 golf SIP loan either needs to be refinanced or paid in full by year-end according to the original loan terms. Golf has two loans maturing at the end of 2025 and is refinancing one and paying this one in full. 4600-30210-97185-80102-84113 5901-79214-99999-39744-84113 5901-79214-81200-57900-84113 5901-79214-92750-58200-84113

Fiscal Impact
Revenue: $1,639,700
Appropriation: $1,639,700

Funding Source ☒ One-time ☐ Recurring
Specify funding source: Reserves
Is this funding source sustainable for future years, months, etc? One-time use of reserves from Facility Improvement Fee charges.

Expense Occurrence ☒ One-time ☐ Recurring ☐ N/A

Other budget impacts: (FTE related?)

Return to budget@spokanecity.org and allow up to one week for drafting.

ORDINANCE NO C36767

AMENDING ORDINANCE NO. C36626, ENTITLED IN PART, “AN ORDINANCE ADOPTING A BIENNIAL BUDGET FOR THE CITY OF SPOKANE”, AND AMENDING IT TO PAY OFF THE GOLF SERIES 2018 SILP LOAN, AND DECLARING AN EMERGENCY.

WHEREAS, subsequent to the adoption of the biennial budget Ordinance No. C36626, as above entitled in part, and which passed the City Council December 9, 2024, it is necessary to make changes in the appropriations of the Golf Fund and the SIP Debt Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk’s Office for five days;

NOW, THEREFORE, the City Council of Spokane does ordain:

Section 1. That in the budget of the Golf Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Increase appropriation by $1,639,700.
A) Of the increased appropriation, $1,639,700 is provided solely for an operating transfer-out for debt to the SIP Debt Fund.

Section 2. That in the budget of the SIP Debt Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Increase revenue by $1,639,700.
A) Of the increased revenue, $1,639,700 is provided solely as an operating transfer-in for debt from the Golf fund.

2) Increase appropriation by $1,639,700.
A) Of the increased appropriation, $1,638,600 is provided solely for principal debt payment.
B) Of the increased appropriation, $1,100 is provided solely for interest on interfund debt.

Section 3. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to payoff the Golf Series 2018 SILP loan, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____

Approved as to form:

_____
City Attorney

_____

Mayor

Date

_____

Effective Date

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 09/22/2025

Committee Agenda type: Discussion

Council Meeting Date: 10/20/2025

Date Rec'd	9/4/2025		
Clerk's File #	ORD C36764		
Cross Ref #			
Project #			
Submitting Dept	FINANCE, TREASURY & ADMIN	**Bid #**	
Contact Name/Phone	MATT BOSTON 625-6820	**Requisition #**	
Contact E-Mail	MBOSTON@SPOKANECITY.ORG		
Agenda Item Type	Emergency Ordinance		
Council Sponsor(s)	PDILLON BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	SIP REFINANCING ORDINANCE		

Agenda Wording

An ordinance authorizing the issuance and sale of the Limited Tax General Obligation Bonds in an amount not to exceed $340,00.00. The refinancing will occur on December 17.

Summary (Background)

An ordinance authorizing the issuance and sale of the Limited Tax General Obligation Bonds in an amount not to exceed $340,000to refund the City's outstanding 2020 LTGO Obligation

What impacts would the proposal have on historically excluded communities?

N/A

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

N/A

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

N/A

Council Subcommittee Review

N/A

Fiscal Impact

Approved in Current Year Budget?	N/A
Total Cost	$
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

The point of this ORD is to allow significant flexibility to the CFO to allow them to refinance all or a portion of outstanding bonds at a better rate.

Amount		Budget Account
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	N/A

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		Additional Approvals	
Dept Head	STRATTON, JESSICA		
Division Director	BOSTON, MATTHEW		
Accounting Manager	SCHMITT, KEVIN		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	treasuryaccounting@spokanecity.org
kschmitt@spokanecity.org	cbaird@spokanecity.org
kbustos@spokanecity.org	

CITY OF SPOKANE, WASHINGTON
LIMITED TAX GENERAL OBLIGATION REFUNDING BOND, 2025
SERIES E (RIVERFRONT PARK/IRON BRIDGE – TAXABLE)

ORDINANCE NO. C36764

AN ORDINANCE OF THE CITY OF SPOKANE, WASHINGTON, PROVIDING FOR THE ISSUANCE AND SALE OF A LIMITED TAX GENERAL OBLIGATION REFUNDING BOND IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED $340,000 TO PROVIDE FUNDS TO REFUND THE CITY'S OUTSTANDING LIMITED TAX GENERAL OBLIGATION REFUNDING BOND, 2020, SERIES J (RIVERFRONT PARK/IRON BRIDGE– TAXABLE); FIXING THE DATE, FORM, MATURITY, INTEREST RATE, TERMS AND COVENANTS OF THE BOND; AUTHORIZING THE SALE AND DELIVERY OF THE BOND TO THE CITY, DECLARING AN EMERGENCY, AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO.

Adopted October 20, 2025

PREPARED BY:

KUTAK ROCK LLP
Spokane, Washington

CITY OF SPOKANE, WASHINGTON

LIMITED TAX GENERAL OBLIGATION REFUNDING BONDS, 2025
SERIES E (RIVERFRONT PARK/IRON BRIDGE – TAXABLE)
ORDINANCE NO. C36764

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* This Table of Contents and the cover page are not a part of the following Ordinance and are included only for the convenience of the reader.

CITY OF SPOKANE, WASHINGTON

ORDINANCE NO. C36764

AN ORDINANCE OF THE CITY OF SPOKANE, WASHINGTON, PROVIDING FOR THE ISSUANCE AND SALE OF A LIMITED TAX GENERAL OBLIGATION REFUNDING BOND IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED $340,000 TO PROVIDE FUNDS TO REFUND THE CITY'S OUTSTANDING LIMITED TAX GENERAL OBLIGATION REFUNDING BOND, 2020, SERIES J (RIVERFRONT PARK/IRON BRIDGE–TAXABLE); FIXING THE DATE, FORM, MATURITY, INTEREST RATE, TERMS AND COVENANTS OF THE BOND; AUTHORIZING THE SALE AND DELIVERY OF THE BOND TO THE CITY, DECLARING AN EMERGENCY, AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO

WHEREAS, the City of Spokane, Spokane County, Washington (the "**City**"), is a first-class charter city duly organized and existing under and by virtue of the laws of the State of Washington and the Charter of the City; and

WHEREAS, the City currently has outstanding $673,227.10 principal amount of its Limited Tax General Obligation Refunding Bond, 2020, Series J (Riverfront Park/Iron Bridge – Taxable), issued on June 30, 2020, pursuant to Ordinance No. C35911 (the "**2020 Bond**") to refund the City's Limited Tax General Obligation and Refunding Bond, Series 2016 (Taxable), issued on September 30, 2016, pursuant to Ordinance No. C35430 (the "**2016 Bond**"), which 2016 Bond refunded the City's Limited Tax General Obligation Bonds, Series 2005A (Tax-Exempt) issued on August 3, 2005 pursuant to Ordinance No. C33695 (the "**2005 Bond**"), which 2005 Bond was originally issued for the purpose of funding improvements to the Riverfront Park Gondola Sky Ride and public improvements within the Iron Bridge Increment Area; and

WHEREAS, the 2020 Bond was purchased by the Spokane Investment Pool ("**SIP**") and is prepayable, in whole or in part, at any time, with payments to apply first to interest and then to principal; and

WHEREAS, the City is authorized and empowered by chapters 35.22, 35.86, 39.36, 39.46, 39.50 and 39.53 RCW to issue, sell and deliver limited tax general obligation bonds for the purpose of providing funds to refund the 2020 Bond; and

WHEREAS, RCW 35.39.030(4) authorizes the City to invest its money in general obligation or utility revenue bonds or warrants of its own or of any other city or town in the state, and Sections 5.8.5 and 5.12.1 of the City's Administrative Policy and Procedure for Investments ("**Investment Policy**") further authorize the City Treasurer to invest in general obligation bonds or other bonds issued by the City as defined in Section 4.9 of the Investment Policy; and

WHEREAS, it is deemed necessary and in the best interest of the City to provide for the refunding of the 2020 Bond and restructuring of the debt service thereon through the issuance of a limited tax general obligation refunding bond (the "**Bond**") to be purchased by SIP.

NOW THEREFORE, BE IT ORDAINED by the City Council as follows:

Section 1. Definitions. As used in this ordinance the following words shall have the following meanings:

Annual Debt Service for any fiscal year or calendar year means the sum of the interest and principal due in such year on the Bond. If the interest rate on any such Bond is other than a fixed rate, the rate applicable at the time of the computation shall be used.

Bond means the City of Spokane Limited Tax General Obligation Refunding Bond, 2025 Series E (Riverfront Park/Iron Bridge – Taxable), issued pursuant to this ordinance in the principal amount of not to exceed $340,000.

Bond Owner or Registered Owner means the City of Spokane, as payee, for the benefit of the Spokane Investment Pool.

Bond Registrar means the Treasurer or any successor appointed by the Treasurer.

Bond Year means the twelve (12) month period beginning on the date of issuance of the Bond.

City means the City of Spokane, Spokane County, Washington.

City Council means the general legislative authority of the City as the same shall be duly and regularly constituted from time to time.

Maturity Date means a date not to exceed June 1, 2026.

Permitted Investments means any investments of City funds permitted under the laws of the State of Washington as amended from time to time.

SIP means the Spokane Investment Pool.

SIP Internal Lending Rate means an interest rate formula for the interfund lending of funds from the Spokane Investment Pool, calculated as of the first day of the month in which the

Bond is issued as follows: a rate equivalent to the United States Treasury Rate of like maturity plus 50 basis points (.50%).

Treasurer means the Treasurer of the City, or any successor to the functions of the Treasurer.

2020 Bond means the Limited Tax General Obligation Refunding Bond, 2020, Series J (Riverfront Park/Iron Bridge –Taxable), issued on June 30, 2020, pursuant to Ordinance No. C35911, which bond is currently outstanding in the principal amount of $673,227.10.

Rules of Interpretation. In this ordinance, unless the context otherwise requires:

(a) The terms "hereby," "hereof," "hereto," "herein, "hereunder" and any similar terms, as used in this ordinance, refer to this ordinance as a whole and not to any particular article, section, subdivision or clause hereof, and the term "hereafter" shall mean after, and the term "heretofore" shall mean before, the date of this ordinance;

(b) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa;

(c) Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons;

(d) Any headings preceding the text of the several articles and Sections of this ordinance, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this ordinance, nor shall they affect its meaning, construction or effect; and

(e) All references herein to "articles," "sections" and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof.

Section 2. Emergency. The Council declares that an emergency exists in order that there be no delay in issuing the Bond, ensuring the favorable terms of the Bond for the benefit of the City. Therefore, this ordinance shall be in full force and effect immediately upon its passage by the affirmative vote of one or more than a majority of the Council.

Section 3. Authorization and Description of Bond. To provide funds to refinance the 2020 Bond and to pay costs of issuing the Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of not to exceed $340,000 to document and restructure an interfund loan facility with the SIP.

The Bond shall be dated as of its date of delivery to the SIP, shall be in the amount specified above, shall be fully registered as to principal and interest, shall be numbered in such

manner and with any additional identification as the Bond Registrar deems necessary for identification, and shall mature on the Maturity Date.

The Bond shall bear interest at the applicable SIP Internal Lending Rate. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months. The Bond shall be amortized to create approximately level debt service based on semi-annual payments of principal and interest, with final payment of principal and all accrued interest on the Maturity Date, which final payment may be a balloon payment.

Section 4. Sale of Bond. The City Council hereby approves the SIP's offer to purchase the Bond and refinance an existing interfund loan on the terms set forth in this ordinance and the accompanying draft payment and amortization schedules. The proper City officials are hereby authorized and directed to do everything necessary for the prompt execution and delivery of the Bond to the City of Spokane for the benefit of the Spokane Investment Pool. On or prior to the closing date, the SIP shall provide the City with a final repayment and amortization schedule for the Bond.

Section 5. Application of Bond Proceeds.

(a) The proceeds of the Bond shall be expended to pay the costs of refinancing the 2020 Bond and to pay the costs of issuing the Bond as authorized herein.

(b) The net proceeds of the Bond shall be deposited into the Asset Management Fund for the purposes of refunding the 2020 Bond and discharging the obligations of the City relating thereto under Ordinance No. C35911.

Section 6. Pledge of Funds and Credit. To pay principal of and interest on the Bond as the same shall become due, the City hereby irrevocably covenants that it will deposit available City funds into the Asset Management Fund in amounts sufficient to pay the principal of and interest on the Bond. The full faith, credit and taxing power of the City are hereby irrevocably pledged for the prompt payment of such principal and interest.

Section 7. Registration and Payments. The Treasurer shall act as authenticating agent, paying agent and registrar for the Bond (collectively, the "**Bond Registrar**"). Both principal of and interest on the Bond shall be payable in lawful money of the United States of America. Payments of principal of and interest on the Bond shall be paid by interfund transfer, check, wire or electronic transfer. Final payment of all principal of and interest on the Bond shall be paid upon presentation and surrender of the Bond to the Bond Registrar. The Bond is not transferable.

Section 8. Prepayment. At the option of the City, or upon demand of the SIP, the Bond may be prepaid, in whole or in part, at any time, with prepayments to apply first to interest and then to principal.

Section 9. Execution and Authentication of Bond. The Bond shall be executed on behalf of the City with the manual or facsimile signature of the Mayor and attested with the

manual or facsimile signature of the City Clerk, and the seal of the City shall be impressed thereon.

Only a Bond that bears a Registration Certificate in the form set forth in Section 10 hereof, manually executed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this ordinance. Such Registration Certificate shall be conclusive evidence that the Bond so authenticated have been duly executed, authenticated and delivered hereunder and are entitled to the benefits of this ordinance.

In case either of the officers who shall have executed the Bond shall cease to be an officer or officers of the City before the Bond shall have been authenticated or delivered by the Bond Registrar, or issued by the City, such Bond may nevertheless be authenticated, delivered and issued and upon such authentication, delivery and issuance, shall be as binding upon the City as though those who signed the same had continued to be such officers of the City. The Bond may also be signed and attested on behalf of the City by such persons as at the actual date of execution of the Bond shall be the proper officers of the City although at the original date of the Bond any such person shall not have been such officer of the City.

Section 10. Form of Bond. The Bond shall be in substantially the following form:

UNITED STATES OF AMERICA

NO. R-__ **$_____**

STATE OF WASHINGTON
CITY OF SPOKANE
LIMITED TAX GENERAL OBLIGATION REFUNDING BOND, SERIES 2025
SERIES E (RIVERFRONT PARK/IRON BRIDGE – TAXABLE)

INTEREST RATE: SIP Internal Lending Rate, as described in the Bond Ordinance

MATURITY DATE: June 1, 2026

REGISTERED OWNER: CITY OF SPOKANE, WA for the benefit of the SPOKANE INVESTMENT POOL

PRINCIPAL AMOUNT: _____ AND NO/100 DOLLARS

CITY OF SPOKANE, Spokane County, Washington, a municipal corporation of the State of Washington (the "**City**"), for value received hereby promises to pay to the Registered Owner identified above, the principal amount of this Bond, in an amount not to exceed the Principal Amount indicated above.

This Bond is issued under authority of Ordinance No. C36764, adopted by the City Council on _____, 2025 (the "**Bond Ordinance**"), to pay the costs of refunding the City's Limited Tax General Obligation Refunding Bond, 2020, Series J (Riverfront Park/Iron Bridge – Taxable), and to the pay the costs of issuance of the Bond. Capitalized terms not otherwise defined in this Bond shall have the meanings given such terms in the Bond Ordinance.

Both principal of and interest on this Bond are payable in lawful money of the United States of America. Upon final payment of all installments of principal and interest thereon, this Bond shall be submitted to the Treasurer of the City (the "**Bond Registrar**") for cancellation and surrender. Installments of principal of and interest on this Bond shall be paid by interfund transfer or by check or draft mailed on the date such principal and interest is due or by electronic funds transfer made on the date such interest is due to the registered owner or nominee at the address appearing on the Bond Register.

This Bond is not transferable. This Bond is prepayable upon demand by the SIP.

The City reserves the right to prepay principal of this Bond, in whole or in part, at any time, with no prepayment penalty in accordance with the terms of the Bond Ordinance.

To pay installments of principal of and interest on this bond as the same shall become due or on demand by the SIP, the City hereby irrevocably covenants that it will deposit available City funds into the City's Asset Management Fund in amounts sufficient to pay such principal and interest. The full faith, credit and taxing power of the City are hereby irrevocably pledged for the prompt payment of such principal and interest.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Ordinance until the Registration Certificate hereon shall have been manually signed by the Bond Registrar.

It is hereby certified that all acts, conditions and things required by the Constitution and statutes of the State of Washington to exist, to have happened, been done and performed precedent to and in the issuance of this bond have happened, been done and performed and that the issuance of this Bond does not violate any constitutional, statutory or other limitation upon the amount of bonded indebtedness that the City may incur.

IN WITNESS WHEREOF, the City of Spokane, Washington, has caused this bond to be signed with the facsimile or manual signature of the Mayor, to be attested by the facsimile or manual signature of the City Clerk, and the corporate seal of the City to be reproduced hereon, as of the _____ day of _____, 20___.

CITY OF SPOKANE, WASHINGTON

By _____/s/_____
Mayor

ATTEST:

_____*/s/*_____
City Clerk

(SEAL)

CERTIFICATE OF AUTHENTICATION

Date of Authentication: _____.

This bond is the Limited Tax General Obligation Refunding Bond, 2025, Series E (Riverfront Park/Iron Bridge – Taxable) of the City dated _____, 2025 described in the within-mentioned Bond Ordinance.

TREASURER of the City of Spokane, as
Bond Registrar

By _____*/s/*_____

Section 11. Ongoing Disclosure. The Bond is not subject to Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, and the City makes no undertaking regarding ongoing disclosure with respect to the Bond.

Section 12. Prior Acts. All acts taken pursuant to the authority of this ordinance but prior to its effective date are hereby ratified and confirmed.

Section 13. Severability. If any provision in this ordinance is declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed separable from the remaining provisions of this ordinance and shall in no way affect the validity of the other provisions of this ordinance or of the Bond.

Section 14. Effective Date. This ordinance shall become effective immediately upon its passage, pursuant to the declaration of emergency in Section 2 hereof.

Adopted this 22nd day of September, 2025.

CITY OF SPOKANE
Spokane County, Washington

_____
Betsy Wilkerson, Council President

ATTEST:

_____
Clerk

_____
Mayor Lisa Brown

(SEAL)

APPROVED AS TO FORM:

_____
City Attorney

_____
Tanya L. Lawless, Bond Counsel

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 09/22/2025

Committee Agenda type: Discussion

Council Meeting Date: 10/20/2025

Date Rec'd	9/17/2025		
Clerk's File #	RES 2025-0083		
Cross Ref #			
Project #			
Submitting Dept	CITY COUNCIL	**Bid #**	
Contact Name/Phone	ERIK POULSEN 625-6721	**Requisition #**	
Contact E-Mail	EPOULSEN@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	PDILLON ZZAPPONE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	RESOLUTION APPROVING THE CITY OF SPOKANE'S 2025-2026 FEDERAL		

Agenda Wording

A Resolution Approving the City of Spokane's 2025-2026 Federal Priorities.

Summary (Background)

Pursuant to SMC 02.03.030, the City Council establishes the legislative priorities for the City of Spokane after consultation with the Mayor and other interested parties. Attached is the proposed resolution to adopt the federal legislative priorities for the years 2025 - 2026. This list has been developed with key members of the administration, contract lobbyists and other interested parties.

What impacts would the proposal have on historically excluded communities?

The legislative priorities of the City typically reflect a variety of policy and budget priorities of the City, and thus do not lend themselves to categorization by equity impact. However, the federal legislative priorities include a number of initiatives and programs that benefit underserved and marginalized communities, including civil rights, Medicaid, SNAP, health care, and local workforce programs.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

Not applicable

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Success of legislative effort is measured by how many of the priority measures and budget requests of the City are enacted by Congress.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

The City Council adopts legislative priorities pursuant to SMC 02.02.030 after consultation with the Mayor and interested parties. This list has been developed by the legislative team with assistance from key members of the administration, contract lobbyists and other interested parties.

Council Subcommittee Review

This list is developed by the council's Legislative Committee.

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source

Funding Source Type Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		**Additional Approvals**	
Dept Head			
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor			

Distribution List

RESOLUTION 2025 – 0083

A resolution approving the City of Spokane's 2025-2026 federal priorities.

WHEREAS, the City of Spokane regularly updates its federal agenda in response to the federal policy environment; and

WHEREAS, the City of Spokane calls on federal policymakers to protect the civil rights and legal due process of all residents and preserve access to taxpayer-funded programs; and

WHEREAS, on April 14, 2025, the City Council unanimously adopted Resolution 2025-0025, titled "Resolution Expressing Opposition to Any Proposed Federal or State Cuts to Medicaid" and outlining the impact of such cuts on the Spokane community; and

WHEREAS, more than a quarter of the Spokane County population and more than 70,000 residents in Spokane are insured by Medicaid; and

WHEREAS, an estimated 20% of the Spokane County population is enrolled in the Supplemental Nutrition Assistance Program (SNAP), which provides food assistance to low-income individuals and families; and

WHEREAS, the City's H.O.M.E. Starts Here Initiative calls for the City to advocate for the protection of key federal programs that increase housing stability, including Social Security, Medicaid, Medicare, Supplemental Nutrition Assistance Program (SNAP), Temporary Assistance for Needy Families (TANF), Low-Income Home Energy Assistance Program (LIHEAP), and the Housing Choice Voucher Program; and

WHEREAS, H.R. 1, the FY2025 reconciliation bill, passed by Congress, will decrease access to Medicaid for residents in Spokane and could lead to the loss of access to food assistance; and

WHEREAS, the U.S. Commerce Department rescinded its promised funding of $48 million for the American Aerospace Materials Manufacturing Center (Spokane's Aerospace Tech Hub), significantly impacting public/private partnerships and future aerospace investments in the Spokane-Coeur d'Alene regional economy and workforce; and

WHEREAS, the City of Spokane will continue to advocate for the restoration of funding for Spokane's Aerospace Tech Hub that will create local jobs and strengthen the regional economy; and

WHEREAS, the Brown Administration and City Council have expanded alternative response teams (SMART) that co-deploy mental health clinicians with Spokane Police and Spokane Fire personnel to stabilize and provide intervention to people suffering from

a behavioral health crisis, and seek to expand these “SMART” teams further to provide 24/7 coverage; and

WHEREAS, the City Council unanimously adopted Resolution 2024-0108, expressing support for the Stop Smuggling Illicit Synthetic Drugs on U.S. Transportation Networks Act, which would provide local law enforcement access to funding and technology needed to address the trafficking of fentanyl and synthetic opioids through interstate transportation networks; and

WHEREAS, the U.S. Environmental Protection Agency (EPA) terminated the City of Spokane and Gonzaga University’s $19.9 million federal Community Change Grant awarded to support local climate resilience, public health, and workforce development; and

WHEREAS, the Community Change Grant was slated to fund critical community-based initiatives in Spokane and the Inland Northwest including the installation of high-efficiency HVAC and air filtration systems in 300 low-income homes, the development of five Community Resilience Hubs to serve as safe spaces during extreme weather, the re-granting of $2.6 million to local nonprofits and faith-based organizations, and job training programs in clean energy and energy efficiency; and

WHEREAS, the City of Spokane opposes the EPA’s proposal to reconsider or rescind the Endangerment Finding for greenhouse gases (GHGs) and the elimination of federal GHG standards for motor vehicles;

WHEREAS, the City of Spokane has engaged in efforts to address per- and polyfluoroalkyl substances (PFAS) chemical contamination, such as the installation of state-of-the-art membrane technology at the Riverside Park Water Reclamation Facility and joined multi-jurisdictional litigation against PFAS manufacturers; and

WHEREAS, the City of Spokane continues to advocate for federal funding to mitigate PFAS contamination; and

WHEREAS, the City of Spokane is confronting the budgetary impacts of a national economic slowdown, the decline of tourism from Canadian residents to Spokane, higher interest rates, persistent inflation, and a decrease in consumer confidence; and

WHEREAS, the Federal Administration has implemented executive actions that harm the City’s finances, economy, and workforce, and public safety, including raising tariffs, conducting workplace raids, canceling disaster preparedness grant funding, and making rapid changes to agencies in ways that weaken important federal, state, and local partnerships; and

WHEREAS, the City of Spokane will continue to pursue federal policies, partnerships, and funding that:

- Protect Civil Rights and Programs Essential to the Most Vulnerable
- Improve Public Safety and Access to Care
- Grow the Regional Economy and Strengthen the Local Workforce
- Invest in Critical Infrastructure

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Spokane that it hereby approves the attached 2025-2026 Federal Priorities.

PASSED BY THE CITY COUNCIL ON _____, 2025.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

City of Spokane Federal Priorities
2025-2026

Protect Civil Rights and Programs Essential to the Most Vulnerable

The City of Spokane continues to advocate for key programs that are essential to the health and well-being of low-income seniors and families, including:

- Medicaid
- Supplemental Nutrition Assistance Program (SNAP)
- Continuum of Care (CoC)
- Community Development Block Grant (CDBG)
- Low Income Energy Assistance Program (LIHEAP)
- Low Income Household Water Assistance Program (LIHWAP)
- Housing Choice Vouchers
- Affordable Connectivity Program (ACP)

The City supports a comprehensive approach to improve federal immigration policies that meets the needs of Spokane's residents and businesses. Immigration reform should address the humanitarian needs of refugees and asylum seekers and create a fair and transparent path to legal status for those without documentation, including Dreamers.

Improve Public Safety and Access to Care

- The City of Spokane is actively pursuing federal funding to expand its alternative response teams ("SMART") that co-deploy mental health clinicians with Spokane Police and Spokane Fire personnel to stabilize and provide intervention to people suffering from a behavioral health crisis.

- The City of Spokane supports the repeal or modification of Medicaid's Institutions of Mental Disease exclusion, which contributes to the overuse of local emergency departments for mental health and substance use disorders.

- The City of Spokane strongly supports the Stop Smuggling Illicit Synthetic Drugs on U.S. Transportation Networks Act, which would provide local law enforcement access to critical funding and technology necessary to address the trafficking of fentanyl and synthetic opioids on interstate transportation networks.

Grow the Regional Economy and Strengthen the Local Workforce

- The City of Spokane strongly advocates for the restoration of federal funding for the American Aerospace Materials Manufacturing Center (Spokane's Aerospace Tech Hub).

- The City of Spokane supports the federal funding request of the Northeast Public Development Authority to create a childcare center for children of workers with nontraditional hours, such as swing shifts and weekends.

- The City of Spokane supports efforts of Fairchild Air Force Base and regional stakeholders to expand on-base housing that relieves housing pressure on the city of Spokane and workforce initiatives that serve military spouses and families.

Invest in Critical Infrastructure

- The City of Spokane advocates for funding to mitigate PFAS contamination.

- The City of Spokane advocates for the restoration of federal funding for the initiatives included in the Gonzaga University and City of Spokane's terminated EPA Community Change Grant.

- The City of Spokane requests federal grant funding for the $65 million Latah Bridge Rehabilitation Project.

- The City of Spokane continues to advocate for the preservation of critical transportation funding sources, including but not limited to Small Starts, Recreational Trails Program, and the Active Transportation Infrastructure Investment Program.

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 09/22/2025

Committee Agenda type: Discussion

Council Meeting Date: 10/20/2025

Date Rec'd	9/17/2025		
Clerk's File #	RES 2025-0084		
Cross Ref #			
Project #			
Submitting Dept	CITY COUNCIL	**Bid #**	
Contact Name/Phone	JACKSON DEESE 6718	**Requisition #**	
Contact E-Mail	JDEESE@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	ZZAPPONE KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	RESOLUTION DESIGNATING SAFE STREETS FOR ALL FUNDING PRIORITIES		

Agenda Wording

A Resolution relating to the Spokane Safe Streets for All Fund and designating Council priorities for selection of projects.

Summary (Background)

A Resolution relating to the Safe Streets for All Fund and designating Council funding priorities for safe streets projects in 2026 and 2027.

What impacts would the proposal have on historically excluded communities?

State law requires an equity analysis and a portion of funding to be expended in prescribed census tracts that meet certain income criteria.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

Considering these data points as collected by census tract/block as part of the project scoring matrix equity analysis.

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Reductions in vehicle speeds and vehicular and pedestrian crashes, injuries and fatalities at project locations.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Analysis was done to score projects based on overlap with projects and plans such as Pedestrian and Bike Master Plans and the 27 by 2027 Network Plan.

Council Subcommittee Review

Transportation Commission will use funding allocations to recommend final projects to city staff and Council.

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 15,400,000
Current Year Cost	$ N/A
Subsequent Year(s) Cost	$ 15,400,000

Narrative

Establishing funding priorities for safe streets projects in 2026 and 2027. Using city staff expense forecasting.

Amount		Budget Account
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Program Revenue

Is this funding source sustainable for future years, months, etc?

Yes

Expense Occurrence	Recurring

Other budget impacts (revenue generating, match requirements, etc.)

Assuming 2025 revenue projections to be identical in 2026 and 2027, these allocation amounts would leave approximately $250,000 in the fund.

Approvals		Additional Approvals	
Dept Head			
Division Director			
Accounting Manager	BAIRD, CHRISTI		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor			

Distribution List

RESOLUTION NO. 2025-0084

A Resolution relating to the Spokane Safe Streets for All Fund and designating Council priorities for selection of projects.

WHEREAS, there is an urgent need to make our streets safer; and

WHEREAS, Council would like to make their project selection priorities clear for staff and the Transportation Commission; and

WHEREAS, on August 26, 2019, the City Council enacted ordinance C35809, establishing new Section 07.08.148 in the Spokane Municipal Code to create the "Traffic Calming Fund" into which funds from automated traffic safety cameras infractions were deposited; and

WHEREAS, on July 10, 2023, City Council passed Resolution 2023-0057, which provided direction on funding allocation for safe streets projects that will no longer be applicable after 2025; and

WHEREAS, on November 4, 2024, the City Council passed Resolution 2024-0103, endorsing a 27-mile urban mobility network by the end of 2027; and

WHEREAS, on November 14, 2024, the City Council enacted ordinance C36601, renaming the "Traffic Calming Fund" to the "Spokane Safe Streets for All Fund"; and

WHEREAS, under SMC 07.08.148, funds in the Spokane Safe Streets for All Fund are to be used to pay for the Safe Systems Approach which include safer speeds, safer road users, and safer roads and such operational expenses associated with the automated safety camera program; and

WHEREAS, in 2024, the Washington State Legislature enacted Engrossed Substitute Senate Bill 2384, which, among other provisions, allows revenues generated from automated safety-camera programs to be devoted to a broader array of safe streets measures, including stops signs, adaptive design, and speed tables and has guidelines on the use of equity analyses required in the placement of traffic enforcement cameras and projects funded by the revenues of traffic enforcement cameras; and

WHEREAS, the Spokane Transportation Commission will use these funding authorizations as part of their decision-making recommending projects to staff and Council;

NOW, THEREFORE, BE IT RESOLVED, that the City Council authorizes up to $6,450,000 in total Spokane Safe Streets for All funds to be used for permanent and adaptive safe streets projects with construction in 2026; and

BE IT FURTHER RESOLVED, that within the 2026 total expense, up to $2,267,000 is to be used for permanent neighborhood safe streets projects; and

BE IT FURTHER RESOLVED, that within the 2026 total expense, up to $525,000 is to be used for adaptive safe streets strategies for construction in 2026; and

BE IT FURTHER RESOLVED, that the City Council authorizes up to $8,875,000 in Spokane Safe Streets for All funds to be used for safe streets projects in 2027; and

BE IT FURTHER RESOLVED, that within the 2027 total expense, up to $1,975,000 is to be used for program costs; and

BE IT FURTHER RESOLVED, that within the 2027 total expense, up to $5,250,000 is to be used for permanent neighborhood safe streets projects with up to $3,850,000 to be used for permanent projects in the 27 by 2027 network for construction in 2027.

ADOPTED by the City Council this ____ day of _____, 2025.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 10/20/2025

Committee Agenda type: Discussion

Council Meeting Date: 10/20/2025

Date Rec'd	10/1/2025
Clerk's File #	RES 2025-0085
Cross Ref #	ORD C36768
Project #	
Bid #	
Requisition #	

Submitting Dept	DEVELOPMENT SERVICES CENTER
Contact Name/Phone	ELDON BROWN 6305
Contact E-Mail	EBROWN@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Council Sponsor(s)	JBINGLE PDILLON
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** YES
Agenda Item Name	RESOLUTION TO SET HEARING VACATING A PORTION OF THE ALLEY BETWEEN

Agenda Wording

Resolution to set Hearing for Vacating the alley between College Ave and Bridge Ave and between Summit Blvd and Lindeke St

Summary (Background)

Adjacent property owners have applied to vacate the subject alley and City Staff has solicited comments from the various City Departments and franchised private utility companies. Some of the neighbors are opposed to the vacation.

What impacts would the proposal have on historically excluded communities?

N/A

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

N/A

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

N/A

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Revenue	**$** $9793.03	**#** 3200- 49199- 99999- 39510-99999
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	One-Time

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		**Additional Approvals**	
Dept Head	PALMQUIST, TAMI		
Division Director	MACDONALD, STEVEN		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	ebrown@spokanecity.org
mnilsson@spokanecity.org	tpalmquist@spokanecity.org
edjohnson@spokanecity.org	akiehn@spokanecity.org
erivera@spokanecity.org	

R E S O L U T I O N 2025-0085

WHEREAS, on August 11, 2025, the Spokane City Council received a petition for the vacation of a portion of the alley between College Ave and Bridge Ave and between Summit Blvd and Lindeke St, in the City of Spokane from owners having an interest in real estate abutting the above right-of-way; and

WHEREAS, it was determined that the petition was signed by the owners of more than two-thirds of the property abutting a portion of the alley between College Ave and Bridge Ave and between Summit Blvd and Lindeke St, in the City of Spokane; and

WHEREAS, the City Council desires to set a time and date through this resolution to hold a public hearing on the petition to vacate the above property in the City of Spokane;

NOW, THEREFORE,

The City Council does hereby resolve the following:

That hearing on the petition to vacate a portion of the alley between College Ave and Bridge Ave and between Summit Blvd and Lindeke St, in the City of Spokane will be held in front of the City Council at 6:00 P.M. or as soon thereafter as possible on **November 17, 2025**, and the City Clerk of the City of Spokane is instructed to proceed with all proper notice according to State law.

ADOPTED by the Spokane City Council, this _____ day of _____, 2025.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

ALLEY EXHIBIT
CENTENNIAL RIDGE SUBDIVISION
CITY OF SPOKANE, WA

NETTLETON'S 1ST ADDITION TO SPOKANE FALLS

BLOCK 12

COLLEGE AVENUE

35'

25'

22.0' ACCESS & UTILITY EASEMENT

PROPOSED 22' ALLEY

SUMMIT BOULEVARD (VACATED)

40'

LOT 28 — 42.00' × 21.00'

LOT 27 — 57.33' × 21.42'

LOT 26 — 53.12' × 21.42'

LOT 25 — 48.91' × 21.42' / 44.70'

LOT 24 — 42.00' × 21.00'

LOT 23 — 42.00' × 21.00'

LOT 22 — 42.00' × 21.00'

LOT 21 — 42.00' × 21.00'

LOT 20 — 42.00' × 21.00'

LOT 19 — 42.00' × 21.00'

LOT 18 — 42.00' × 21.00'

LOT 1 — 50.01' × 21.00'

LOT 2 — 50.01' × 21.00'

LOT 3 — 50.01' × 21.00'

LOT 4 — 50.01' × 21.00'

LOT 5 — 50.01' × 21.00'

LOT 6 — 50.01' × 21.00'

LOT 7 — 50.01' × 21.00'

LOT 8 — 50.01' × 21.00'

LOT 9 — 40.01' × 21.00'

LOT 10 — 40.01' × 21.00'

LOT 11 — 40.01' × 21.00'

LOT 12 — 40.01' × 21.00'

LOT 13 — 48.01' × 21.00'

LOT 14 — 48.01' × 21.00'

LOT 15 — 48.01' × 21.00'

LOT 16 — 48.01' × 21.00'

LOT 17 — 48.01' × 21.00'

PREVIOUSLY VACATED ALLEY

16.0' ALLY

16' ALLEY TO REMAIN

PREVIOUSLY VACATED ALLEY

16' ALLEY TO BE VACATED

BLOCK 13

NETTLETON'S 1ST ADDITION TO SPOKANE FALLS

NETTLETON'S 1ST ADDITION TO SPOKANE FALLS

ADDRESS: 2707 W COLLEGE AVE
PARCEL: 25133.0507

ADDRESS: 2703 W COLLEGE AVE
PARCEL: 25133.0506

ADDRESS: 2718 W BRIDGE AVE
PARCEL: 25133.0503

ADDRESS: 2712 W BRIDGE AVE
PARCEL: 25133.0504

ADDRESS: 2708 W BRIDGE AVE
PARCEL: 25133.0505

NORTH LINDEKE STREET

BRIDGE AVENUE

0 20 40
SCALE: 1"= 40'

LEGEND:

- ALLEY TO BE VACATED
- ALLEY TO REMAIN
- PROPOSED 22' ALLEY

ZONING
RSF (RESIDENTIAL SINGLE-FAMILY)

JURISDICTION
CITY OF SPOKANE

SEWER PURVEYOR
SPOKANE COUNTY WASTE WATER DIVISION

POWER/GAS
AVISTA UTILITIES

WATER PURVEYOR
CITY OF SPOKANE WATER DEPARTMENT

TELEPHONE
LUMEN TECHNOLOGIES

SITE ADDRESS:
2725 W COLLEGE AVE, SPOKANE, WA 99201

FIRE DEPARTMENT:
SPOKANE FIRE DEPARTMENT STATION #4

SynTier Engineering, Inc.
55 Lincoln Road Suite 101 Spokane, WA 99208
www.SynTierEngr.com 509.467.1550

DESIGNED:	RAA	CHECKED:	DATE: JANUARY, 2025
DRAWN:	CLM		

NO.	DATE	DESCRIPTION
REVISIONS		

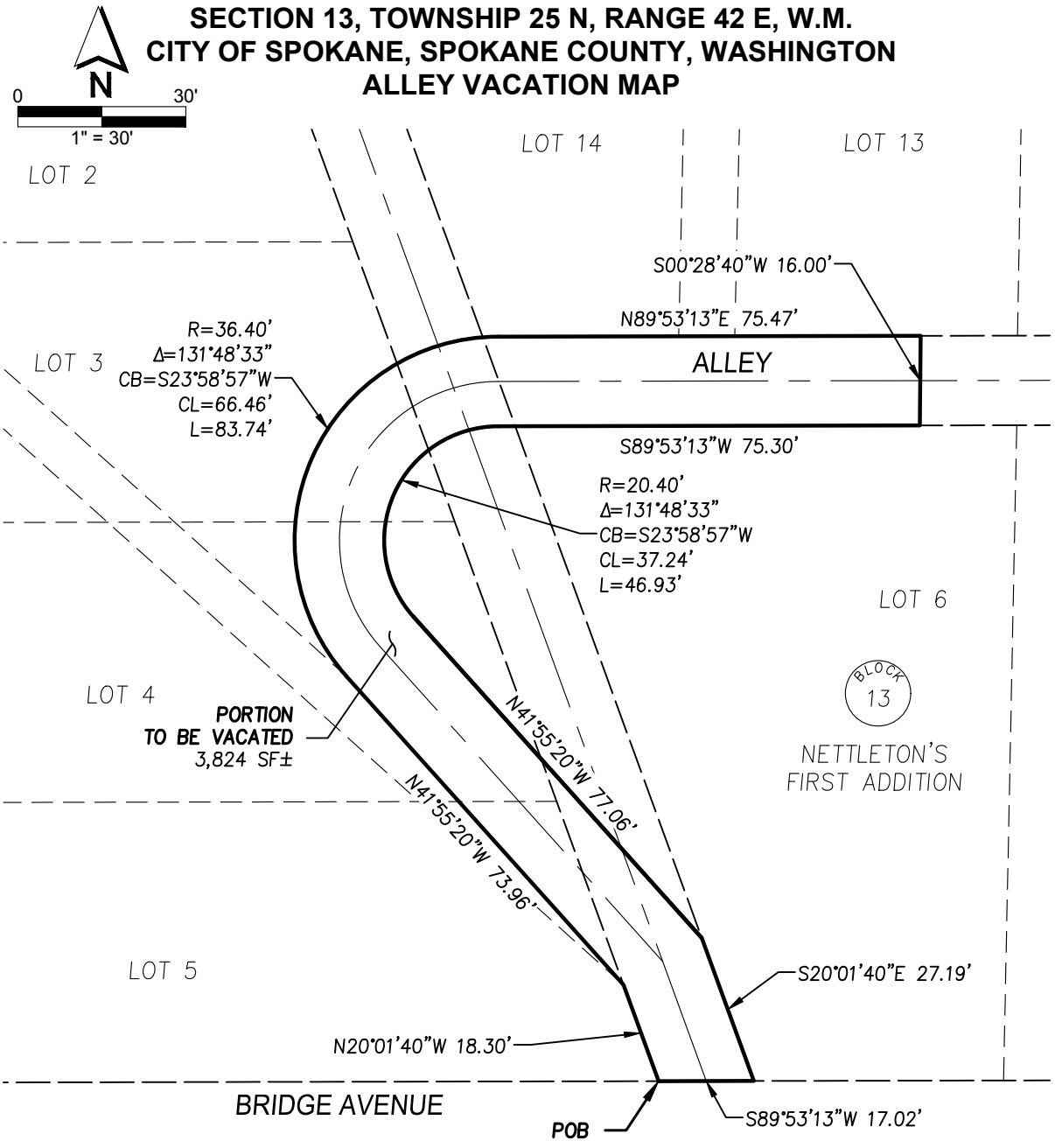
SHEET NO.
C1

JOB NO.
GNC-01

P:\GNC-01 (Centennial Ridge Subdivision)\GNC01-DWGS\Exhibits\ GNC01 - ALLEY EXHIBIT.dwg

EXHIBIT

SECTION 13, TOWNSHIP 25 N, RANGE 42 E, W.M.
CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON
ALLEY VACATION MAP



THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY

DARREL WAYNE CARSTEN
STATE OF WASHINGTON
#5152
REGISTERED
PROFESSIONAL LAND SURVEYOR

09/11/2025

SHEET 2 OF 2

P:\GNC-01 (CENTENNIAL RIDGE SUBDIVISION)\GNC01-SURVEY\GNC01-EXH.DWG

SYNTIER
Engineering, Inc.
55 E Lincoln Rd., Suite 101
Spokane, WA 99208
www.SynTierEngr.com 509.467.1550

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 09/22/2025

Committee Agenda type: Discussion

Council Meeting Date: 10/20/2025

Date Rec'd	9/10/2025
Clerk's File #	RES 2025-0086
Cross Ref #	ADMIN 0860-23-02
Project #	

Submitting Dept	FINANCE, TREASURY & ADMIN	**Bid #**	
Contact Name/Phone	MATT BOSTON 625-6585	**Requisition #**	
Contact E-Mail	MBOSTON@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	PDILLON MCATHCART BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	CITY INVESTMENT POLICY AMENDMENT		

Agenda Wording

A Resolution of the City of Spokane authorizing the amendment of the city of Spokane's administrative policy and procedure titled "Investments"

Summary (Background)

Resolution to amend the City Investment Policy as dictated by section 5.16 of the policy. The amendment increases the Spokane Internal Lending Program (SILP) capacity from 15% to 20%.

What impacts would the proposal have on historically excluded communities?

N/A

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

N/A

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This is an administrative policy that relates to an entirely internal process and does not need to be routed for review with the department heads and unions which is typical of most administrative policies.

Council Subcommittee Review

N/A

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	N/A

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		**Additional Approvals**	
Dept Head	STRATTON, JESSICA		
Division Director	BOSTON, MATTHEW		
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	treasuryaccounting@spokanecity.org
mboston@spokanecity.org	

RESOLUTION 2025-0086

A RESOLUTION OF THE CITY OF SPOKANE AUTHORIZING THE AMENDMENT OF THE CITY OF SPOKANE'S ADMINISTRATIVE POLICY AND PROCEDURE TITLED "INVESTMENTS."

WHEREAS, the City of Spokane ("**City**") previously adopted the "**City Investment Policy**" (Administrative Policy and Procedure titled 'INVESTMENTS', effective date: June 21, 2010; last revised March 27, 2023); and

WHEREAS, the City established the Spokane Investment Pool ("**SIP**") in October, 2007; and

WHEREAS, the City has identified the SIP as an appropriate vehicle for providing internal lending for certain lending opportunities based upon its low cost of capital (i.e. relative to alternative SIP investments) and minimal issuance costs and ongoing costs of administration; and

WHEREAS, beginning in June, 2010, the City commenced the Spokane Internal Lending Program ("**SILP**") to facilitate certain strategic projects and initiatives of the City which required up-front capital and which met certain criteria; and

WHEREAS, the SILP provides loan funding through the issuance of City of Spokane Limited Tax General Obligation Bonds (LTGO) issued pursuant to City Council Resolution on a loan-by-loan basis; and

WHEREAS, upon issuance of the City of Spokane LTGO bonds are purchased by the SIP at par and administered thereafter as an SIP investment; and

WHEREAS, the City Investment Policy, currently allows for investments in "City of Spokane notes, bonds and warrants" in amounts not to exceed *15%* of the total portfolio; and

WHEREAS, bonds issued, outstanding, or committed under the SILP currently stand at approximately $36.2 million or approximately 11.5% of the City's approximate $316 million total SIP investment portfolio; and

WHEREAS, the City desires to continue lending under the SILP; and

WHEREAS, to meet the internal lending needs of the City under the SILP, the City desires to amend Sections 4.61 and 5.11.3 of the City Investment Policy to increase the allowable investments in "City of Spokane notes, bonds and warrants" to an amount not to exceed *20%* of the total SIP investment portfolio; and

WHEREAS, Section 5.16 of the City's Investment Policy requires the City Council to adopt a Resolution approving any significant modification.

NOW THEREFORE, BE IT RESOLVED by the City Council as follows:

Section 1. Amendments to City's Investment Policy.

Section 4.61 of the City's Investment Policy is hereby amended and restated in its entirety as follows:

> 4.61 Spokane Internal Lending Program (SILP) – an approved function supported by City Resolution 2025-0086, that permits the City of Spokane's Investment Pool to purchase City issued LTGO Bonds to a limit of 20% of the overall pool's portfolio balance. This function is a City internal lending activity that permits City funds to invest in City operations/services within its service area.

Section 5.11.3 of the City's Investment Policy is hereby amended and restated in its entirety as follows:

5.11.3 Security limitations by type will follow these maximum guidelines:

Treasury Securities	100%
Federal Agency Securities	90%
- Individual issues	10%
- Individual Agency	40%
FDIC Guaranteed senior unsecured debt obligations (Under the Temporary Liquidity Guaranteed Program (TLGP) or other federal government guaranteed programs. Must carry the full faith and credit of the United States Government.)	30%
- Individual issuer	10%
Washington State Treasurer's Local Government Investment Pool	100%
Non-negotiable Certificates of Deposit (Must be with PDPC-qualified public depository)	60%
- Individual issuing bank	10%
PDPC Financial Institution Sponsored Investment Accts	50%
Banker Acceptances (Must be A1/P1L	10%
Individual banks	2%
Repurchase Agreements	25%
General Obligation bonds of any state or local government Other than "bonds" of the City of Spokane as defined in section 4.9)	10%
City of Spokane notes, bonds and warrants (Includes CLID or LID and "bonds" as defined in section 4.9)	20%
Commercial Paper (Must be A1/P1)	10%
Individual issuer	2%

Section 2. Prior Acts. All acts taken pursuant to the authority of this resolution but prior to its effective date are hereby ratified and confirmed.

Section 3. Severability. If any provision in this resolution is declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed separable from the remaining provisions of this resolution and shall in no way affect the validity of the other provisions of this resolution.

Section 4. Effective Date. This resolution shall become effective immediately upon its adoption.

Adopted by the City Council on _____, 2025.

_____
Council President

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

_____
Mayor

_____
Date

_____
Effective Date

CITY OF SPOKANE ADMINISTRATIVE POLICY AND PROCEDURE	ADMIN 0860-25-02 LGL 2006-0030
TITLE: **INVESTMENTS** EFFECTIVE DATE: June 21, 2010 REVISION EFFECTIVE DATE: October 2025	

1.0 GENERAL

1.1 The purpose of this policy is to establish prudent objectives for the City's investment program and delineate the practices used by the City to invest funds and control portfolio risks.

1.2 TABLE OF CONTENTS

1.0 GENERAL
2.0 DEPARTMENTS/DIVISIONS AFFECTED
3.0 REFERENCES
4.0 DEFINITIONS
5.0 POLICY
6.0 PROCEDURE
7.0 RESPONSIBILITIES
8.0 APPENDICES

2.0 DEPARTMENTS/DIVISIONS AFFECTED

This policy shall apply to investments administered by the City Finance Division.

3.0 REFERENCES

SMC section 07.15, 07.15.020
RCW sections 35.39.030, 35.39.032, 35.39.034, 36.29.020, and 39.58
City Resolution 2022-0026, 2025-0086

4.0 DEFINITIONS

4.1 Accrued Interest - (1) The dollar amount of interest accrued on an issue, based on the stated interest rate on that issue, from its issue date to the date of delivery to the original purchaser. This is usually paid by the original purchaser to the issuer as part of the purchase price of the issue;
(2) Interest deemed to be earned on a security but not yet paid to the investor.

4.2 Agency Security Obligations - U.S. Government backed security that was not issued by the Treasury Department. These issues include: Federal Home Loan Bank Bonds (FHLB), Federal National Mortgage Association (FNMA), Federal Farm Credit Bank (FFCB), Federal Home Loan Mortgage Corporation (Freddie Mac), and Student Loan Marketing Association (Sallie Mae).

4.3 Amortization - Liquidation of a debt through installment payments.

4.4 Average Maturity - A weighted average of the expiration dates for a portfolio of debt securities.

4.5 Bankers' Acceptance (BAs) - Bankers Acceptances generally are created based on a letter of credit used in a foreign trade transaction. They are used to finance the shipment of commodities between countries as well as the shipment of some specific goods within the United States. BAs are short-term, non-interest-bearing notes sold at a discount and redeemed by the accepting bank at maturity for full face value. These notes trade at a rate equal to or slightly higher than Certificates of Deposit (CDs), depending on market supply and demand. Bankers Acceptances are sold in amounts that vary from one hundred thousand dollars ($100,000) to one million dollars ($1,000,000) or more with maturities ranging from thirty (30) to two hundred seventy (270) days. They offer liquidity to the investor, as it is possible to sell BAs prior to maturity at the current market price.

4.6 Benchmark - A bond, or fixed income index, whose terms are used for comparison with other bonds, or fixed income securities of similar maturity. The global financial market typically looks to U.S Treasury securities as benchmarks.

4.7 Bid - Price at which a buyer is willing to purchase a security.

4.8 Bill - A short-term direct obligation of the U.S. Treasury that has a maturity of not more than one year at issuance (for example, thirteen (13), twenty six (26) or fifty two (52) week maturity).

4.9 Bond - (1) The written evidence of debt, bearing a stated rate or stated rates of interest, or stating a formula for determining that rate, and maturing on a certain date, on which date and upon presentation a fixed sum of money plus interest is payable to the holder or owner. A municipal bond issue is usually comprised of many bonds that mature over a period of years; (2) A direct obligation of the U.S. Treasury that has a maturity of more than ten (10) years at issuance

4.10 Book Entry - U.S. Government and federal agency securities that do not exist in definitive (paper) form; they exist only in computerized files maintained by the Federal Reserve Bank.

4.11 Book Value - The amount at which an asset is carried on the books of the owner. The book value of an asset does not necessarily have a significant relationship to the market value of the security.

4.12 Certificates of Deposit (CDs) - Certificates issued against funds deposited in a bank for a definite period of time and earning a specified rate of return. Certificates of Deposit bear rates of interest in line with money market rates current at the time of issuance.

4.13 Competitive Quote Process - A process by which two (2) or more institutions are contacted to obtain prices for specific securities (sec 4.58 of this document). Supersedes Procurement and procedures as allowed per SMC 07.06.107(C).

4.14 Consolidated Local Improvement Districts (CLID) – a consolidation of numerous local improvement districts and their underlying bonds.

4.15 Coupon - The rate of interest paid at a specified time (e.g. annually or semi-annually). Where the coupon is blank, it may indicate that the bond is a "zero-coupon," or a new issue where the coupon has yet to be determined, or that it is a variable-rate bond.

4.16 Credit Risk - The risk that another party to an investment transaction will not fulfill its obligations. Credit risk can be associated with the issuer of a security, a financial institution holding the entity's deposit, or a third party holding securities or collateral. Credit risk exposure can be affected by a concentration of deposits or investments in any one investment type with any one party.

4.17 Delivery - The providing of a security in an acceptable form to the entity or to an agent acting on behalf of the entity and independent of the seller. Acceptable forms can be physical securities or the transfer of book-entry securities. The important distinction is that the transfer accomplishes absolute ownership control by the purchasing entity.

4.18 Delivery vs. Payment - There are two (2) methods of delivery of securities: delivery vs. payment and delivery vs. receipt (also called free). Delivery vs. payment is delivery of securities with an exchange of money for the securities. Delivery vs. receipt is delivery of securities with an exchange or a signed receipt for the securities.

4.19 Depository Bank - A local bank used as the point of deposit for cash receipts.

4.20 Derivative - A financial instrument whose value is based on, and determined by, another security or benchmark.

4.21 Discount - (1) Amount (stated in dollars or a percent) by which the selling or purchase price of a security is less than its face amount; (2) Amount by which the amount bid for an issue is less than the aggregate principal

amount of that issue.

4.22 Diversification - Dividing available funds among a variety of securities and institutions to minimize risk.

4.23 Duration - The weighted maturity of a fixed-income investment's cash flows, used in the estimation of the price sensitivity of fixed-income securities for a given change in interest rates.

4.24 Effective Rate - The yield received on a debt security over a period of time taking into account any compounding effect.

4.25 Face Value - The par value (i.e., principal, or maturity value) of a security appearing on the face of the instrument; thus, the redemption value at maturity.

4.26 Federal Agency Securities - Federal agency securities can be classified by the type of issuer: those issued by Federally Related Institutions, and those issued by Government Sponsored Enterprises.

4.27 Federally Related Institutions - Branches of the federal government and generally do not issue securities directly in the marketplace. The major issuers have been the Tennessee Valley Authority (TVA) and the Government National Mortgage Association (Ginnie Mae). Except for securities of the TVA and the Private Export Funding Corporation, the full faith and credit of the United States government back these securities.

4.28 Federal Reserve System - The central bank of the United States, which has regulated credit in the economy since its inception in 1913. The system includes the Federal Reserve Bank, twelve (12) district banks and the member banks of the Federal Reserve.

4.29 Fiduciary Funds -Assets held in a trustee or agency capacity.

4.30 Fund - City monies are separated into various funds. Fund types vary in applicable legal requirements to include, but are not limited to bond, documents, grant terms, contractual obligations, and the ordinance establishing the fund.

4.31 General Obligation Bond (GO) - A municipal bond secured by the pledge of the issuer's full faith and credit, and backed by their taxing authority.

4.32 Government Security - Any debt obligation issued by the U.S. Government, its agencies or instrumentalities. Certain securities, such as Treasury bonds and Ginnie Maes, are backed by the government as to both principal and interest payments. Other securities, such as those issued by the Farm Credit Bank System and Freddie Macs, are backed by the issuing agency.

4.33 Government Sponsored Enterprises (GSEs) - Privately owned, publicly

chartered entities. They were created by Congress to reduce the cost of capital for certain borrowing sectors of the economy deemed to be important enough to warrant assistance. Today there are five (5) GSEs that issue securities: Federal Farm Credit Bank System (FFCB), Federal Home Loan Bank System (FHLB), Federal National Mortgage Association (Fannie Mae), Federal Home Loan Bank Corporation (Freddie Mac) and the Student Loan Marketing Association (Sallie Mae). These Federal Government-sponsored agencies were established by the U.S. Congress to undertake various types of financing without tapping the public treasury. In order to do so, the agencies have been given the power to borrow money by issuing securities, generally under the authority of an act of Congress.

4.34 Interest - The compensation paid or to be paid for the use of money, usually expressed as an annual percentage rate. Interest rates change in response to a number of things including revised expectations about inflation, and such changes in the prevailing level of interest rates affects the value of all outstanding bonds.

4.35 Inverse Floater - Structured notes or derivatives designed to rise in yield as interest rates fall. Also called a Reverse Floater. These are very volatile securities.

4.36 Investment Portfolio - A collection of investment instruments, authorized by the City and State policy, to generate investment earnings.

4.37 SOFR (Secured Overnight Financing Rate) - A rate that reflects the cost of borrowing overnight, backed by U.S. Treasury securities in the repo market. SOFR replaced LIBOR as the primary U.S. Dollar (USD) benchmark rate following LIBOR's phaseout in June 2023.

4.38 Limited Tax General Obligation (LTGO) Bonds – a general bond of a municipal government that is backed by constrained revenue sources. Such bonds are also known as "Non-Voted General Obligation Debt" where a municipality levies property taxes to meet the bond's debt service, but only up to a statutory limit which is not subject to voter approval.

4.39 Liquidity - The ease and speed with which an asset can be converted into cash without a substantial loss in value.

4.40 Local Government Investment Pool (LGIP) - The aggregate of all funds from political subdivisions that are placed in the custody of the State Treasurer for investment.

4.41 Local Improvement District (LID) – means of assisting benefiting properties in financing needed capital improvements through the formation of special assessment districts. The process leads to the sale of bonds to investors where such securities are repaid via annual assessments of the property owners within the improvement district.

4.42 Loss - The excess of the cost or book value of an asset over its selling price.

4.43 Master Agreement - An agreement which is controlling all transactions covered by it on an open-ended basis. A new contract is not required for each new transaction.

4.44 Maturity Date - The date when the principal amount of a security becomes due and payable, if not subject to prior call or redemption.

4.45 NASD - National Association of Securities Dealers. The largest self regulatory securities industry organization in the United States.

4.46 Notes - 1) Short-term promises to pay specified amounts of money, usually secured by specific sources of future revenues, such as taxes, federal and state aid payments, and bond proceeds. 2) A direct obligation of the U.S. Treasury that has a maturity of more than one (1) year and up to ten (10) years at issuance.

4.47 Offer - The price at which a seller will sell a security.

4.48 Par Value - The nominal or face value of a debt security; that is, the value at maturity.

4.49 Performance - An investment's return (usually total return), compared to a benchmark that is comparable to the risk level or investment objectives of the investment.

4.50 Premium - (1) Amount (stated in dollars or a percent) by which the selling or purchase price of a security is greater than its face amount; (2) Amount by which the amount bid for an issue is greater than the aggregate principal amount of that issue.

4.51 Primary Dealers - A group of government securities dealers that submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission registered securities broker-dealers, banks and a few unregulated firms.

4.52 Principal - The invested amount on which interest is charged or earned.

4.53 Qualified Public Depositary - A financial institution which does not claim exemption from the payment of any sales or compensating use or ad valorem taxes under the laws of this state, which has segregated for the benefit of the commission eligible collateral having a value of not less than its maximum liability and which has been approved by the Public Deposit Protection Commission to hold public deposits.

4.54 Realized Gain or Loss - A measurement which represents the difference between the fair market value and the cost of a security, realized when an

investment is matured or sold.

4.55 Refunding - Sale of a new issue, the proceeds of which are to be used, immediately or in the future, to retire an outstanding issue by essentially replacing the outstanding issue with the new issue. Refundings are done to save interest cost, extend the maturity of the debt, or to relax existing restrictive covenants.

4.56 Repurchase Agreement (Repo) - A Repurchase Agreement is a contractual transaction between an investor and an issuing financial institution (not a secured loan). The investor exchanges cash for temporary ownership of specific securities, with an agreement between the parties that on a future date the financial institution will repurchase the securities at a predetermined price. An "open repo" does not have a specified repurchase date and the repurchase price is established by a formula computation.

4.57 Risk - A measure of the degree of uncertainty and/or of financial loss inherent in an investment or decision.

4.58 Safekeeping - A service to customers rendered by banks or trust companies for a fee whereby all securities and valuables of all types and descriptions are held in the bank's vaults for protection, or in the case of book entry securities, are held and recorded in the customer's name and are inaccessible to anyone else.

4.59 Secondary Market - Ongoing market for bonds previously offered or sold in the primary market.

4.60 Securities - Bonds, notes, mortgages or other forms of negotiable or non negotiable instruments.

4.61 Spokane Internal Lending Program (SILP) – an approved function supported by City Resolution 2025-0086 that permits the City of Spokane’s Investment Pool to purchase City issued LTGO Bonds to a limit of 20% of the overall pool’s portfolio balance. This function is a City internal lending activity that permits City funds to invest in City operations/services within its service area.

4.62 Spokane Investment Pool - Established September 30, 2007 in accordance with RCW 35.39.034. The City of Spokane aggregates investment activity to generate interest earnings. The Pool is created by combining Treasurer's cash and Fund invested balances to consolidate resources available to the Portfolio.

4.63 Swap - A derivative contract through which two parties exchange the cash flows or liabilities from two different financial instruments.

4.64 Syndicate - A group of underwriters formed for the purpose of participating jointly in the initial offering of a new issue of securities. The terms under

which a "syndicate" is formed and operates are typically set forth in an "agreement among underwriters." One or more underwriters will act as manager of the "syndicate" and one of the managers will act as lead manager and "run the books." A "syndicate" is also often referred to as an "account" or an "underwriting account."

4.65 Third-Party Safekeeping - A safekeeping arrangement whereby the investor has full control over the securities being held. Dealers and/or bank investment departments have no access to the securities being held.

4.66 Total Return - Investment performance measure over a stated time period which includes coupon interest, interest on interest, and any realized and unrealized gains or losses.

4.67 Treasury Bills - Treasury Bills are short-term debt obligations of the U.S. Government which have no coupon rate, mature at par value, and are generally issued at a discount to par value. They offer maximum safety of principal since they are backed by the full faith and credit of the United Sates Government and commonly called "T-Bills." T-Bills are issued on a regular basis with initial maturities of ninety one (91) days and one hundred eighty two (182) days. They are more popularly referred to as three (3) month and six (6) month Treasury bills. These instruments generally yield the lowest returns of the major money market instruments Treasury bills because they are considered "risk-free".

4.68 Treasury Notes and Bonds -Treasury Notes have maturities from one (1) to ten (10) years, and Treasury Bonds have maturities of ten (10) to thirty (30) years. Both Notes and Bonds pay periodic coupons. Since Bills, Notes and Bonds are general obligations of the U.S. Government, and since the General Government has the lowest credit risk of all participants in the money market, its obligations generally offer a lower yield to the investor than do other securities with similar maturity structures.

4.69 Underlying Securities - Securities transferred in accordance with a Repurchase Agreement.

4.70 Unrealized Gain or Loss - A measurement, which represents the difference between the fair market value and the cost of a security, taken while the investment is being held and prior to being sold or matured.

4.71 U.S. Government Agency Securities - A variety of securities issued by several U.S. agencies. Some are issued on a discount basis and some are issued with coupons. Some are backed by the full faith and credit guarantee of the U.S. Government, while others are not.

4.72 Volatility - A statistical measure of the variance of price or yield over time. Volatility is low if the price does not change very much over a short period of time, and high if there is a greater change.

4.73 When-Issued Trades - Typically there is a lag between the time a new bond is announced and sold, and the time it is actually issued. During this interval, the security trades "WI" - "when, as, and if issued."

4.74 Yield - The rate at which an investment pays out interest or dividend income, expressed in percentage terms and calculated by dividing the cash flows the security pays by the price of the security and annualizing the result.

5.0 POLICY

5.1 It is the policy of the City of Spokane ("the City") to invest public funds in a manner which will provide the maximum security with the highest investment return, while meeting daily cash flow requirements and conforming to all state and local statutes governing the investing of public funds.

5.2 Scope

5.2.1 This investment policy applies to all financial assets of the City. These funds are accounted for in the City's Comprehensive Annual Financial Report and include all funds, except for Employees' Retirement Fund, Police Pension Fund and Fire Pension Fund.

5.2.2 Funds set aside to defease City debt in conjunction with an advance refunding agreement will be invested in accordance with appropriate bond documents and not necessarily in compliance with this policy. Should bond covenants be more restrictive than this policy, funds will be invested in full compliance with those restrictions.

5.2.3 Funds held by the County Treasurer during tax collection periods shall be governed by the County's investment policies to the extent that they do not conflict with this policy and should be invested by the County Treasurer for the benefit of the City as stipulated by the City in accordance with RCW 36.29.020.

5.3 Prudence

5.3.1 The Investment Committee and designated staff shall act responsibly and prudently in order to maintain the safety of the public's funds.

5.3.2 The standard of prudence that shall be practiced at all times without exception shall be the "Prudent Person Rule" which reads: "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived."

5.3.3 The Chief Financial Officer or their designee acting in accordance with any written procedures, the Investment Policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes. Should any such loss occur, however, the Chief Financial Officer or their designee shall report it to the Investment Committee, who shall then take appropriate action to prevent any future occurrences.

5.3.4 Purchase of securities shall be made for investment and not speculation.

5.4 Objectives

5.4.1 The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the primary objectives of safety and liquidity. Core investments are limited to relatively low-risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall generally be held until maturity with the following exceptions:

a. A security with declining credit may be sold early to minimize loss of principal.

b. A security swap that would improve the quality, yield or target duration in the portfolio.

c. Liquidity needs of the portfolio require that the security be sold.

5.4.2 Therefore, the primary and secondary objectives, in order of priority, of the City's investment activities will be as follows:

a. Safety: Safety of principal is the primary objective of the City's investment program. City investments shall be undertaken in a manner that seeks to ensure preservation of capital in the overall portfolio. To obtain this objective, the City will diversify its investments by investing funds among a variety of securities and financial institutions offering independent returns.

b. Liquidity: The City's investment portfolio will remain sufficiently liquid to enable the City to meet all operating and capital spending requirements which might be reasonably anticipated.

c. Return on Investment: The City's investment portfolio will be structured with the objective of attaining a benchmark rate of return throughout budgetary and economic cycles,

commensurate with the agencies investment risk constraints and the cash flow characteristics of the portfolio.

5.5 Delegation of Authority

5.5.1 Authority to manage the City's investment program is derived from Spokane Municipal Code chapter 7.15 which delegates responsibility for the City's investment program to the City Investment Committee.

5.5.2 Management responsibility for the investment program is hereby delegated to the Chief Financial Officer or their designee who shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

5.5.3 Daily operational responsibility for the investment program is hereby delegated to the City Finance Treasury and Administration Department who shall establish written procedures for the operation of the investment program consistent with the Investment Policy. Procedures should reference the following: purpose, cash review, investment selection, purchase of an investment, settlement and follow-through, accounting, reporting and auditing.

5.5.4 No one person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Chief Financial Officer or their designee. The Chief Financial Officer or their designee shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of staff involved in the accounting for investment activities.

5.6 Ethics and Conflicts of Interest

Officers and employees involved in the investment process shall refrain from personal business activity that may conflict with the proper execution of the investment program, or may impair their ability to make impartial investment decisions. Officers and employees shall disclose to the Investment Committee any material financial interests in financial institutions that conduct business with the City, and they shall also disclose any personal financial/ investment positions that could be related to the performance of the City's portfolio. Officer and employees shall subordinate their personal investment transactions to those of the City, particularly with regard to the timing of purchases and sales.

5.7 Authorized Financial Dealers and Institutions

5.7.1 The City Chief Financial Officer or their designee shall maintain on file a current listing of financial institutions authorized and prepared by the Washington Public Deposit Protection Commission (PDPC) to

provide depository services in the state of Washington. In addition, a list will also be maintained of approved security broker/dealers. These may include primary dealers, or regional dealers that qualify under Securities and Exchange Commission Rule 15C3-1 (uniform net capital rule) and investment departments of local banks. No public deposits shall be made except in qualified public depositaries as provided in chapter 39.58 RCW.

5.7.2 Approved security broker/dealers will be selected based on the following criteria:

- financial condition, strength and capability to fulfill commitments,
- regulatory status of the dealer, and
- background and expertise of the individual representative

5.7.3 Prospective broker / dealers must provide the City Chief Financial Officer or their designee with the following: National Association of Securities Dealers (NASO) certification, proof of Washington State registration, and written certification that the prospective broker / dealer understands and will adhere to this Investment Policy.

5.7.4 An annual review of the financial condition and registrations of the selected qualified financial institutions and broker / dealers will be conducted by the Chief Financial Officer or their designee. A current audited financial statement is required to be on file for each financial institution and broker/ dealer in which the entity invests.

5.7.5 The City shall strive to use a competitive bid process where its selected NASD broker / dealers will compete for investment transactions, but it is recognized that this may not be appropriate for every investment decision.

5.7.6 The City reserves the right to remove any broker/ dealer from the list of approved brokers / dealers if services from them are lacking or if any broker / dealer fails to comply with documentation requirements.

5.8 Authorized and Suitable Investments

5.8.1 Care must be taken to ensure that the list of instruments includes only those allowed by law and those that local investment officer(s) are trained and competent to handle. The City is empowered by statute to invest in any of the securities identified as eligible investments as detailed in the Washington State Treasurer's publication titled "Eligible Investments for Public Funds."

5.8.2 The City chooses to invest in the following types of investments:

- Treasury Securities
- Federal Agency Securities (Mortgage-backed securities included)
- Washington State Treasurer's Local Government Investment Pool
- Non-negotiable Certificates of Deposit (Must be with PDPC-qualified public depository)
- PDPC Financial Institution Sponsored Investment Accounts
- Banker Acceptances (Issuing institution's commercial paper credit rating must be AI/P1)
- Repurchase Agreements
- General Obligation Bonds of any state or local government
- Bonds of the City of Spokane, as that term is defined in section 4.9.
- City of Spokane bonds or warrants of a local improvement district which are within the protection of the local improvement guaranty fund
- Commercial Paper

5.8.3 The City may purchase new issue securities for a delayed settlement. These securities typically are issued at par and are available from most of the dealers in the new issue market. It will be at the Chief Financial Officer's or their designee's discretion to wait to purchase these issues after they "break syndicate" (are "free to trade" at negotiable prices) allowing the City to ask dealers to offer the securities at a market price that may differ from the initial offering price of par.

5.8.4 Repurchase agreements are subject to the following limitations:

a. A signed Public Securities Association (PSA) Master Repurchase Agreement is required.

b. No security shall be accepted for repurchase agreement transactions whose market value is not readily available.

c. Collateral shall be required on Repurchase Agreements as described in section 5.9 of this policy.

5.8.5 General obligation bonds of a state or local government must have at the time of investment one (1) of the three (3) highest credit ratings of a nationally recognized statistical rating organization (NRSRO) other than General Obligation bonds of the City of Spokane or "bonds" as that term is defined in section 4.9.

5.8.6 Commercial paper is subject to the following limitations:

a. Commercial paper must be rated with the highest short-term credit rating of any two (2) NRSROs, at the time of purchase. If the commercial paper is rated by more than two (2) NRSROs, it must have the highest rating from all of the organizations.

b. Commercial paper holdings may not have maturities exceeding two hundred and seventy (270) days. Commercial paper must also be issued by U.S. corporations and cannot be an obligation of any financial institution.

c. Any commercial paper purchased with a maturity longer than one hundred (100) days must also have an underlying long term credit rating at the time of purchase in one (1) of the two (2) highest rating categories of an NRSRO and be asset-backed (collateralized).

d. The percentage of commercial paper may not exceed ten percent (10%) of the total assets of the portfolio.

e. Commercial paper must be purchased in the secondary market and not directly from the issuers.

5.8.7 Derivatives or securities that derive value and / or yield from an underlying asset or an external index are prohibited unless they fall into one (1) of the following categories: zero coupon treasury instruments, zero coupon agency instruments, agency security obligations that have call features, agency security obligations that have step-up features at pre-determined intervals and agency obligations that float with interest rates or external indexes such as treasury bills, SOFR, COFI, or the Fed Funds rate, and swap debt obligations only as they pertain to the asset liability management program.

a. Agency obligation inverse floaters are prohibited.

b. Derivative securities not previously utilized must be approved by Investment Committee.

5.8.8 The City shall only invest in securities when the final maturity date is

known at the time of purchase.

5.9 Collateralization

5.9.1 Collateral will be required on Repurchase Agreements, and will be limited to treasury, agency and money market securities. Collateral shall be delivered to the City's safekeeping agent, or through a tri party arrangement in which the proper documents delineating the responsibilities of the parties have been executed. A clearly-marked evidence of ownership (safekeeping receipt) must be supplied to the City and retained.

5.9.2 In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be one hundred two percent (102%) of market value of principal and accrued interest. Such collateral shall be revalued on a periodic basis, but not less than weekly, in order to maintain market protection. The right of substitution is granted.

5.10 Safekeeping and Custody

5.10.1 All security transactions, including collateral for repurchase agreements, entered into by the City will be conducted on a delivery versus payment (DVP) basis. Securities will be held by a third-party custodian designated by the Chief Financial Officer or their designee and evidenced by safekeeping receipts.

5.11 Diversification

5.11.1 The City will diversify its investments by security type, institution and maturity with the intention to minimize risk.

5.11.2 Investments with any single securities broker/dealer or financial institution will generally not exceed fifty percent (50%) of the total portfolio except for the Washington State Treasurer's Local Government Investment Pool (LGIP) which can be up to one hundred percent (100%).

5.11.3 Security limitations by type will follow these maximum guidelines:

Treasury Securities.....100%
Federal Agency Securities.....90%
- Individual issues.....10%
- Individual Agency 40%
FDIC Guaranteed senior unsecured debt obligations 30%
(Under the Temporary Liquidity Guaranteed Program (TLGP) or other federal government guaranteed programs. Must carry the full faith and credit of the United States Government.)
- Individual issuer.....10%

Washington State Treasurer's Local Government
Investment Pool 100%
Non-negotiable Certificates of Deposit 60%
(Must be with PDPC-qualified public depository)
- Individual issuing bank 10%
PDPC Financial Institution Sponsored Investment Accts 50%
Banker Acceptances (Must be A1/P1L 10%
Individual banks 2%
Repurchase Agreements 25%
General Obligation bonds of any state or local government 10%
Other than "bonds" of the City of Spokane as defined in section 4.9)
City of Spokane notes, bonds and warrants……..…. 20%
(Includes CLID or LID and "bonds" as defined in section 4.9)
Commercial Paper (Must be A1/P1) 10%
Individual issuer 2%

5.12 Maturity Structure

5.12.1 To the extent possible, the City shall attempt to match its investments with anticipated cash flow requirements. The City shall generally invest in securities maturing five (5) years or less from the date of purchase. The average maturity of all securities owned should be no longer than three (3) years. Exceptions to the five (5)

year maximum and three (3) year average maturity are stated below.

a. Funds may be invested in securities exceeding five years if the' maturity of such investments is made to coincide as nearly as practicable with the expected use of the identifiable funds.

b. Funds may be invested in the City's CLID or LID bonds and notes with maturities exceeding five (5) years.

c. Funds may be invested in qualified General Obligation bonds of the City of Spokane or "bonds" as defined in section 4.9 with maturities exceeding five (5) years.

5.13 Internal Control

The Chief Financial Officer or their designee shall establish a system of internal controls, which shall be reviewed by the State Auditor. This review will examine internal controls over investment activities for compliance with policies and procedures. Such review may result in recommendations to change operating procedures to improve internal control. Controls shall be designed to prevent loss of public funds due to fraud, error, misrepresentation or imprudent actions.

5.14 Performance Standards

5.14.1 The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow needs.

5.14.2 Market Yield (Benchmark): The City generally follows an active investment strategy in that it monitors market conditions and position the portfolio in response to the current interest rate environment. Given this strategy, the basis used by the Investment Committee to determine whether market yields are being achieved shall be to identify a benchmark that is comparable to the related portfolio investment duration (for example if the duration of the portfolio is one (1) year, the one-year Treasury yield would be an appropriate benchmark). The Investment Committee shall periodically review portfolio duration and characteristics to ensure selected benchmarks are relevant and where necessary make appropriate changes.

5.15 Reporting

The Chief Financial Officer or their designee presents investment earnings as part of regular reporting on General Fund Revenues. Additional reports shall be provided upon request as needed.

5.16 Investment Policy Adoption

The City's Investment Policy shall be adopted by resolution of the City Council. The policy shall be reviewed by the Finance Committee annually and any significant modification thereto shall be approved by the City Council.

5.17 Investment Allocation - Spokane Investment Pool

5.17.1 Purpose - To establish and explain the investment allocation methodology used to distribute investment portfolio earnings to funds participating in the Spokane Investment Pool.

5.17.2 Investment earnings shall be allocated in accordance with the applicable legal requirement(s) of the underlying fund. Such legal requirements include, but are not limited to, bond documents, grant terms, contractual obligations, or the ordinance establishing the Fund. Absent such legal requirements, the Chief Financial Officer or their designee shall establish by resolution, the rate and manner in which investment earnings shall be allocated in accordance with RCW 35.39.034. (See RES 2022-0026.)

5.17.3 It is the policy of City to allocate portfolio earnings to participating Funds on a monthly basis. Participating funds are to receive a proportionate share of all monthly earnings based on their average invested balance. Unrealized gains and losses, realized gains and losses, and amortization of Premium and Discount are to be allocated at least quarterly. For reporting purposes, at the close of the fiscal year, an entry will be made to accrue interest earned but not yet received as of the end of the year.

5.17.4 The Investment allocation methodology applies to all funds participating in the investment pool. These funds are accounted for in the Operation of Cash and Investments report and include all funds except for Fiduciary Funds.

6.0 PROCEDURE

The Chief Financial Officer or their designee shall adopt department procedures which shall be in compliance with this policy.

7.0 RESPONSIBILITIES

The City Finance, Treasury and Administration Division shall administer this policy.

8.0 APPENDICES

N/A

APPROVED BY:

City Attorney	Chief Financial Officer
City Administrator	Date

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 09/22/2025

Committee Agenda type: Discussion

Council Meeting Date: 10/20/2025

Date Rec'd	9/10/2025
Clerk's File #	RES 2025-0087
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	FINANCE, TREASURY & ADMIN
Contact Name/Phone	MATT BOSTON 625-6585
Contact E-Mail	MBOSTON@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Council Sponsor(s)	PDILLON BWILKERSON
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	INTERNAL BORROWING GUIDELINES AMENDMENT

Agenda Wording

A Resolution of the City of Spokane establishing underwriting guidelines for the Spokane Internal Lending Program (SILP).

Summary (Background)

The City has identified the SIP as an appropriate vehicle for providing internal lending for certain lending opportunities based upon its low cost of capital (i.e. relative to alternative SIP investments) and minimal issuance costs and ongoing costs of administration. The City Investment Policy, allows for investments in "City of Spokane notes, bonds and warrants" in amounts not to exceed 20% of the total portfolio. As lending under the SILP continues, there is a need to amend and restate the underwriting guidelines initially established pursuant to Resolution 2014-0101 for evaluating future loan requests under the program.

What impacts would the proposal have on historically excluded communities?

N/A

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

N/A

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This relates to the Investment Policy amendment resolution

Council Subcommittee Review

N/A

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	N/A

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		**Additional Approvals**	
Dept Head	STRATTON, JESSICA		
Division Director	BOSTON, MATTHEW		
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	treasuryaccounting@spokanecity.org
mboston@spokanecity.org	cbaird@spokanecity.org

RESOLUTION 2025-0087

A RESOLUTION OF THE CITY OF SPOKANE ESTABLISHING UNDERWRITING GUIDELINES FOR THE SPOKANE INTERNAL LENDING PROGRAM

WHEREAS, the City of Spokane (City) established the Spokane Investment Pool (SIP) in October, 2007; and

WHEREAS, the City has identified the SIP as an appropriate vehicle for providing internal lending for certain lending opportunities based upon its low cost of capital (i.e. relative to alternative SIP investments) and minimal issuance costs and ongoing costs of administration; and

WHEREAS, beginning in June, 2010, the City commenced the Spokane Internal Lending Program (SILP) to facilitate certain strategic projects and initiatives of the City which required up-front capital and which met certain criteria; and

WHEREAS, the SILP provides loan funding through the issuance of City of Spokane Limited Tax General Obligation Bonds (LTGO) issued pursuant to City Council Resolution on a loan-by-loan basis; and

WHEREAS, upon issuance of the City of Spokane LTGO bonds are purchased by the SIP at par and administered thereafter as an SIP investment; and

WHEREAS, the SIP acquires investments pursuant to the City's Investment Policy (Administrative Policy and Procedure titled 'INVESTMENTS', effective date: June 21, 2010; last revised October 2025); and

WHEREAS, the City Investment Policy, allows for investments in "City of Spokane notes, bonds and warrants" in amounts not to exceed 20% of the total portfolio; and

WHEREAS, bonds issued, outstanding or committed under the SILP currently stand at approximately $36.2 million or approximately 11.5% of the City's approximate $316 million total SIP investment portfolio; and

WHEREAS, the City desires to continue lending under the SILP; and

WHEREAS, as lending under the SILP continues, there is a need to amend and restate the underwriting guidelines initially established pursuant to Resolution 2014-0101 for evaluating future loan requests under the program;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPOKANE as follows:

Section 1. **Amendment and Restatement of SILP Underwriting Guidelines.** The City's underwriting guidelines for evaluating loan requests under the SILP are amended and restated in their entirety as follows:

- The current limit for City of Spokane Bonds under the City's Investment Policy, is 20%; the City may wish to consider raising or lowering this percent in the future depending on the opportunities for strategic lending under the SILP and other lending considerations.

  The two key considerations beyond 'strategic opportunity' in raising or lowering the SIP limits are risk and liquidity. The risk to the City's General Fund of lending under the SILP is directly tied to the credit quality of the loans made under the program. The liquidity consideration is tied to the fundamental illiquidity of the City of Spokane Bonds; therefore SILP Loans should not limit the SIP portfolio's ability to meet the City's projected cash flow needs.

- Anticipated outcomes of projects and initiatives for which loans are requested, must be deemed consistent with the City of Spokane strategic goals including tactical objectives.

  Inasmuch as *not all strategic objectives of the City are specifically set forth, this is* a *facts and circumstances requirement that is deemed satisfied through the exchange of information between Administration and City Council implicit in the process for proposing Loan requests under the SI LP and the required passage by City Council.*

- All loan requests must provide absolute assurance of payback.

  Note that in the event of a *default by* a *borrower under the SILP, the City has pledged, through its issuance of 'General Obligation Bonds' to fund the loans at inception, to use all legally available resources, including tax revenues, to repay bonds. In other words, the General Fund of the City will become generally liable for repayment of any SILP Loan in default.*

- Loans shall be internal (i.e. interfund loans within the City organization).

  In the event the City identifies loan opportunities on projects or proposals with other governmental organizations (e.g. Spokane County), an amendment to this resolution allowing external Loans will be required together with such other actions as *may be required to provide such financing.*

- In addition to being consistent with City strategic goals, proposals that improve the efficiency and effectiveness of City operations will be given priority under the SILP.

  To the extent efficiency/effectiveness proposals result in personnel reductions, strong efforts shall be made to mitigate impacts on individuals thus affected. Mitigation may include, but is not limited to, relying on attrition or placement within other areas of the City to avoid layoffs.

- Loan requests must be consistent the City's Investment Policy.

  *Loans must generally be made for periods not to exceed five years. Renewals may be agreed to by the parties for periods not to exceed five years for each renewal; however such renewals must be negotiated and agreed to following the initial loan term. (Note that an exception may be made if the loan/bond can be matched to a particular City liability; Investment Policy Section 5.12.1(*a) *provides that "Funds may be invested in securities exceeding five years if the maturity of such investments is made to coincide as nearly as practicable with the expected use of the identifiable funds.")*

  Depending on the need of the borrower and other considerations, the structure of the loan may provide for level or other pay down (e.g. balloon payment) as agreed to by the parties and consistent with prudent lending practice.

  Loans may be disbursed in lump sum or as a series of Term Bonds for creation of a loan facility with a stated 'not to exceed' amount of borrowing (e.g. $25m Public Safety Equipment Bonds issued in August, 2014).

- Inasmuch as, loans granted under the SILP have little or no liquidity, requests under the SILP must be consistent with the City's projected cash flow needs.

  City Finance, in conjunction with the Treasurer's Office, conducts regular review of the City's near, medium and long-term cash flow needs and makes investment decision consistent therewith.

- The interest rate earned by the SIP on Bonds issued under the SILP must equal or exceed the yields available on similar investments available to the SIP.

  Generally the SIP will require an interest rate equal to the U.S. Treasury Rate for like maturity plus 50 basis points (the addition of 50 basis points is to generally account for the lack of liquidity, credit quality differential and costs of administration).

- Such other principles and guidelines as may be deemed relevant and consistent with those stated above and consistent with prudent lending practices.

Section 2. **Prior Acts**. All acts taken pursuant to the authority of this resolution but prior to its effective date are hereby ratified and confirmed.

Section 3. **Severability**. If any provision in this resolution is declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed separable from the remaining provisions of this resolution and shall in no way affect the validity of the other provisions of this resolution.

Section 4. **Effective Date**. This resolution shall become effective immediately upon its adoption.

Adopted by the City Council on _____, 2025.

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 09/22/2025

Committee Agenda type: Discussion

Council Meeting Date: 10/20/2025

Date Rec'd	9/4/2025		
Clerk's File #	RES 2025-0088		
Cross Ref #			
Project #			
Submitting Dept	FINANCE, TREASURY & ADMIN	**Bid #**	
Contact Name/Phone	MATT BOSTON 625-6820	**Requisition #**	
Contact E-Mail	MBOSTON@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	PDILLON BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	SIP REFINANCING RESOLUTION		

Agenda Wording

A resolution authorizing the issuance and sale of certain individual Limited Tax General Obligation Refunding Bonds in an aggregate principal amount not to exceed $6,661,000.00. The refinancing will occur on December 17

Summary (Background)

A resolution authorizing the issuance and sale of certain individual Limited Tax General Obligation Refunding Bonds in an aggregate principal amount not to exceed $6,661,000.00. Establishing interfund loan facilities from the Spokane Investment Pool to refinance existing interfund loans, fixing the dates, forms, maturities, interest rates, terms and covenants of the bonds. Authorizing the sale and delivery of the bonds to the City and providing for other matters properly relating thereto.

What impacts would the proposal have on historically excluded communities?

N/A

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

N/A

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

N/A

Council Subcommittee Review

N/A

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

The refinancing will lower payment amounts.

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	N/A

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		**Additional Approvals**	
Dept Head	STRATTON, JESSICA		
Division Director	BOSTON, MATTHEW		
Accounting Manager	SCHMITT, KEVIN		
Legal	PICCOLO, MIKE		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	treasuryaccounting@spokanecity.org
kschmitt@spokanecity.org	cbaird@spokanecity.org
kbustos@spokanecity.org	kbustos@spokanecity.org

CITY OF SPOKANE, WASHINGTON
LIMITED TAX GENERAL
OBLIGATION REFUNDING BONDS, 2025 (TAXABLE)

SERIES A (ESMERALDA GOLF COURSE IMPROVEMENTS)

SERIES B-1 (GARDNER PROPERTY)
SERIES B-2 (ALKI PROPERTY)
SERIES B-3 (WEST PLAINS FIRE STATION)

SERIES C (CHAS EAST CENTRAL DENTAL CLINIC)

SERIES D (U DISTRICT LRF LOAN)

RESOLUTION NO. 2025-0088

A RESOLUTION of the City of Spokane, Washington, providing for the issuance and sale of certain individual Limited Tax General Obligation Refunding Bonds in the aggregate principal amount of not to exceed $6,611,000; establishing interfund loan facilities from the Spokane Investment Pool to refinance existing interfund loans; fixing the dates, forms, maturities, interest rates, terms and covenants of the bonds; authorizing the sale and delivery of the bonds to the City, and providing for other matters properly relating thereto.

Adopted October 20, 2025

PREPARED BY:

KUTAK ROCK, LLP
Spokane, Washington

CITY OF SPOKANE, WASHINGTON

LIMITED TAX GENERAL OBLIGATION REFUNDING BONDS, 2025 (TAXABLE)

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* This Table of Contents and the cover page are not a part of the following Resolution and are included only for the convenience of the reader.

CITY OF SPOKANE, WASHINGTON
RESOLUTION NO. 2025-0088

A RESOLUTION of the City of Spokane, Washington, providing for the issuance and sale of certain individual Limited Tax General Obligation Refunding Bonds in the aggregate principal amount of not to exceed $6,611,000; establishing interfund loan facilities from the Spokane Investment Pool to refinance existing interfund loans; fixing the dates, forms, maturities, interest rates, terms and covenants of the bonds; authorizing the sale and delivery of the bonds to the City, and providing for other matters properly relating thereto.

WHEREAS, pursuant to Resolution 2020-0034, the City of Spokane (the "**City**") authorized an interfund loan from the Spokane Investment Pool to the Asset Management Fund in the amount of $2,500,000.00, which was used to refinance a prior interfund loan authorized pursuant to Resolution 2019-0080, which was originally used for capital improvements to Esmeralda Golf Course (the "**Esmeralda Loan**"), which remains outstanding in the principal amount of $1,794,483.68; and

WHEREAS, pursuant to Resolution 2020-0034, the City authorized an interfund loan from the Spokane Investment Pool to the Asset Management Fund in the amount of $1,129,923.79, which was used to refinance a prior interfund loan authorized pursuant to Resolution 2017-0064, which was originally used to pay the cost of acquiring property to provide a facility in which the City's Police Department could consolidate investigative services (the "**Gardner Property Loan**"), which remains outstanding in the principal amount of $738,140.08; and

WHEREAS, pursuant to Resolution 2020-0034, the City authorized an interfund loan from the Spokane Investment Pool to the Asset Management Fund in the amount of $1,746,254.87, which was used to refinance a prior interfund loan authorized pursuant to Resolution 2017-0063, which was originally used to pay the cost of acquiring property to provide a facility in which the City's Police Department could provide a more secure place to store evidence of crimes (the "**Alki Property Loan**"), which remains outstanding in the principal amount of $1,140,767.76; and

WHEREAS, pursuant to Resolution 2020-0034, the City authorized an interfund loan from the Spokane Investment Pool to the Asset Management Fund in the amount of $604,013.56, which was used to refinance a prior interfund loan authorized pursuant to 2017-0066, which was originally used to pay the cost of construction of the West Plains Fire Station (the "**West Plains Fire Station Loan**"), which remains outstanding in the principal amount of $394,581.14; and

WHEREAS, pursuant to Resolution 2020-0050, the City authorized and issued an interfund loan from the Spokane Investment Pool to the Asset Management Fund in the amount of $912,000.00, which was used to pay the cost of acquisition, construction and installation of the CHAS East Central Dental Clinic (the "**CHAS East Central Dental Clinic Loan**"), which remains outstanding in the principal amount of $510,454.07; and

WHEREAS, pursuant to Resolution 2020-0033, the City authorized an interfund loan from the Spokane Investment Pool to the Asset Management Fund in the amount of not to exceed $2,927,080, to be used to refinance a prior interfund loan authorized pursuant to Resolution 2017-0065, which interfund loan refinanced the initial interfund loan which was issued pursuant to Resolution 2011-0036, to provide funds to pay the cost of capital expenditures for the Division Street Gateway Corridor Project in the Spokane University District Revitalization Area as authorized in Ordinance No. C34470 (the "**U District LRF Loan**"), which remains outstanding in the principal amount of $2,357,391.93; and

WHEREAS, together the above interfund loans are defined herein as the "**Loans**"; and

WHEREAS, RCW 35.39.030(4) authorizes the City to invest its money in general obligation or utility revenue bonds or warrants of its own or of any other city or town in the state, and Sections 5.8.5 and 5.12.1 of the City's Administrative Policy and Procedure for Investments ("**Investment Policy**") further authorize the City Treasurer to invest in general obligation bonds or other bonds issued by the City as defined in Section 4.9 of the Investment Policy; and

WHEREAS, the Loans were each documented with and secured by taxable limited tax general obligation bonds purchased by the Spokane Investment Pool ("**SIP**"); and

WHEREAS, it is deemed necessary and in the best interest of the City to provide for the restructuring and refinancing of the Loans through the issuance of a series of taxable limited tax general obligation refunding bonds to be purchased by SIP.

NOW THEREFORE, BE IT RESOLVED by the City Council as follows:

Section 1. Definitions. As used in this resolution the following words shall have the following meanings:

Annual Debt Service for any fiscal year or calendar year means the sum of the interest and principal due in such year on the Bonds. If the interest rate on any such Bond is other than a fixed rate, the rate applicable at the time of the computation shall be used.

Asset Management Fund means the City's existing special fund of the same name into which all revenues collected for and allocated to the payment of the principal and interest on the Bonds, shall be deposited into a separate account for such purpose; and into which the principal proceeds received from the sale and delivery of the Bonds shall be paid into a separate account within the Asset Management Fund and used to pay the costs of refinancing the Loans and paying the costs of issuance of the Bonds.

Bond Owner or Registered Owner means the City of Spokane, as payee, for the benefit of the Spokane Investment Pool.

Bond Registrar means the Treasurer or any successor appointed by the Treasurer.

Bond Year means the twelve (12) month period beginning on the date of issuance of the Bond.

Bonds means, collectively, the Series A, B-1, B-2, B-3, C and D Bonds.

City means the City of Spokane, Spokane County, Washington, a first class city duly organized and existing under the laws of the State of Washington and its City Charter.

City Council means the general legislative authority of the City as the same shall be duly and regularly constituted from time to time.

Facility Improvement Fee means the fee implemented by the Parks and Recreation department in June 2018 to fund a portion of the costs of the Golf Projects.

Golf Projects mean the plan for certain capital improvements to the City's golf courses as specified and adopted in Resolution No. 2018-0074 and Resolution No. 2019-0080.

Loans means, collectively, the Esmeralda Loan, the Gardner Property Loan, the Alki Property Loan, the West Plains Fire Station Loan, the CHAS East Central Dental Clinic Loan, and the U District LRF Loan.

Local Property Tax Allocation Revenue means the local property tax allocation revenues as defined by RCW 39.104.020(8) and derived by the City with respect to the Spokane University District Revitalization Area.

LRF Tax means the sales and use tax authorized by RCW 82.14.510 as imposed and collected by the City.

Maturity Date means a date not to exceed five years from the date(s) of issuance of the Bonds.

Permitted Investments means any investments of City funds permitted under the laws of the State of Washington as amended from time to time.

Series A Bond means the City of Spokane "Limited Tax General Obligation Refunding Bond, 2025 Series A (Esmeralda Golf Course Improvements – Taxable)" issued pursuant to this resolution.

Series B-1 Bond means the City of Spokane "Limited Tax General Obligation Refunding Bond, 2025 Series B-1 (Gardner Property – Taxable)" issued pursuant to this resolution.

Series B-2 Bond means the City of Spokane "Limited Tax General Obligation Refunding Bond, 2025 Series B-2 (Alki Property – Taxable)" issued pursuant to this resolution.

Series B-3 Bond means the City of Spokane "Limited Tax General Obligation Refunding Bond, 2025 Series B-3 (West Plains Fire Station – Taxable)" issued pursuant to this resolution.

Series C Bond means the City of Spokane "Limited Tax General Obligation Refunding Bond, 2025 Series C (CHAS East Central Dental Clinic – Taxable)" issued pursuant to this resolution.

Series D Bond means the City of Spokane "Limited Tax General Obligation Refunding Bond, 2025 Series D (U District LRF Loan – Taxable)" issued pursuant to this resolution.

SIP means the Spokane Investment Pool.

SIP Internal Lending Rate means an interest rate formula for the interfund lending of funds from the Spokane Investment Pool, calculated as of the first day of the month in which the Bonds are issued as follows: a rate equivalent to the United States Treasury Rate of like maturity plus 50 basis points (.50%).

Treasurer means the Treasurer of the City, or any successor to the functions of the Treasurer.

Rules of Interpretation. In this resolution, unless the context otherwise requires:

(a) The terms "hereby," "hereof," "hereto," "herein, "hereunder" and any similar terms, as used in this resolution, refer to this resolution as a whole and not to any particular article, section, subdivision or clause hereof, and the term "hereafter" shall mean after, and the term "heretofore" shall mean before, the date of this resolution;

(b) Words of the masculine gender shall mean and include correlative words of the feminine and neutral genders and words importing the singular number shall mean and include the plural number and vice versa;

(c) Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons;

(d) Any headings preceding the text of the several articles and Sections of this resolution, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this resolution, nor shall they affect its meaning, construction or effect; and

(e) All references herein to "articles," "sections" and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof.

Section 2. Authorization and Description of Bonds.

(a) *Series A Bond*. To provide funds to refinance the Esmeralda Loan and to pay costs of issuing the Series A Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of not to exceed $1,710,000 for the Series A Bond to document an interfund loan facility with the SIP in the amount of not to exceed $1,710,000.

(b) *Series B-1 Bond.* To provide funds to refinance the Gardner Property Loan and to pay costs of issuing the Series B-1 Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of not to exceed

$701,000 for the Series B-1 Bond to document an interfund loan facility with the SIP in the amount of not to exceed $701,000.

(c) *Series B-2 Bond.* To provide funds to refinance the Alki Property Loan and to pay costs of issuing the Series B-2 Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of not to exceed $1,085,000 for the Series B-2 Bond to document an interfund loan facility with the SIP in the amount of not to exceed $1,085,000.

(d) *Series B-3 Bond.* To provide funds to refinance the West Plains Fire Station Loan and to pay costs of issuing the Series B-3 Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of not to exceed $375,000 for the Series B-3 Bond to document an interfund loan facility with the SIP in the amount of not to exceed $375,000.

(e) *Series C Bond.* To provide funds to refinance the CHAS East Central Dental Clinic Loan and to pay costs of issuing the Series C Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of not to exceed $470,000 for the Series C Bond to document an interfund loan facility with the SIP in the amount of not to exceed $470,000.

(f) *Series D Bond.* To provide funds to refinance the U District LRF Loan and to pay costs of issuing the Series D Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of not to exceed $2,270,000 for the Series D Bond to document an interfund loan facility with the SIP in the amount of not to exceed $2,270,000.

The Bonds shall be dated as of their dates of delivery to the SIP, shall be in the amounts specified above, shall be fully registered as to principal and interest, shall be numbered in such manner and with any additional identification as the Bond Registrar deems necessary for identification, and shall mature on their respective Maturity Dates. Principal of and interest on the Bonds shall be due semi-annually on the payment dates established by SIP, provided the final payments may be balloon payments due and payable on the respective Maturity Date.

The Bonds shall bear interest at the applicable SIP Internal Lending Rate. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months. The Bonds shall be amortized to create approximately level debt service based on semi-annual payments of principal and interest, with final payment of principal and all accrued interest on the Maturity Dates, which final payments may be balloon payments.

Section 3. Sale of Bonds. The City Council hereby approves the SIP's offer to purchase the Bonds and establish interfund loans on the terms set forth in this resolution and the accompanying draft payment and amortization schedules. The proper City officials are hereby authorized and directed to do everything necessary for the prompt execution and delivery of the Bonds to the City of Spokane for the benefit of the SIP. On or prior to the closing date, the SIP shall provide the City with separate, final payment and amortization schedules for the Bonds.

Section 4. Application of Bond Proceeds.

(a) *Series A Bond*.

(i) The proceeds of the Series A Bond shall be expended to pay the costs of refinancing the Esmeralda Loan and to pay the costs of issuing the Series A Bond as authorized herein.

(ii) The net proceeds of the Series A Bond shall be deposited into the Asset Management Fund for the purposes of refinancing the Esmeralda Loan and discharging the obligations of the City relating thereto under Resolution No. 2020-0034.

(b) *Series B-1 Bond.*

(i) The proceeds of the Series B-1 Bond shall be expended to pay the costs of refinancing the Gardner Property Loan and to pay the costs of issuing the Series B-1 Bond as authorized herein.

(ii) The net proceeds of the Series B-1 Bond shall be deposited into the Asset Management Fund for the purposes of refinancing the Gardner Property Loan and discharging the obligations of the City relating thereto under Resolution No. 2020-0034.

(c) *Series B-2 Bond.*

(i) The proceeds of the Series B-2 Bond shall be expended to pay the costs of refinancing the Alki Property Loan and to pay the costs of issuing the Series B-2 Bond as authorized herein.

(ii) The net proceeds of the Series B-2 Bond shall be deposited into the Asset Management Fund for the purposes of refinancing the Alki Property Loan and discharging the obligations of the City relating thereto under Resolution No. 2020-0034.

(d) *Series B-3 Bond.*

(i) The proceeds of the Series B-3 Bond shall be expended to pay the costs of refinancing the West Plains Fire Station Loan and to pay the costs of issuing the Series B-3 Bond as authorized herein.

(ii) The net proceeds of the Series B-3 Bond shall be deposited into the Asset Management Fund for the purposes of refinancing the West Plains Fire Station Loan and discharging the obligations of the City relating thereto under Resolution No. 2020-0034.

(e) *Series C Bond.*

(i) The proceeds of the Series C Bond shall be expended to pay the costs of refinancing the CHAS East Central Dental Clinic Loan and to pay the costs of issuing the Series C Bond as authorized herein.

(ii) The net proceeds of the Series C Bond shall be deposited into the Asset Management Fund for the purposes of refinancing the CHAS East Central Dental Clinic Loan and discharging the obligations of the City relating thereto under Resolution No. 2020-0050.

(f) *Series D Bond.*

(i) The proceeds of the Series D Bond shall be expended to pay the costs of refinancing the U District LRF Loan and to pay the costs of issuing the Series D Bond as authorized herein.

(ii) The net proceeds of the Series C Bond shall be deposited into the Asset Management Fund for the purposes of refinancing the U District LRF Loan and discharging the obligations of the City relating thereto under Resolution No. 2020-0033.

(g) The City hereby irrevocably sets aside sufficient funds from proceeds of the Bonds to make the payments described in this resolution.

Section 5. Pledge of Funds and Credit. To pay principal of and interest on the Bonds as the same shall become due, the City hereby irrevocably covenants that it will deposit available City funds into the Asset Management Fund in amounts sufficient to pay the principal of and interest on the Bonds.

In addition, the City hereby irrevocably covenants that it will deposit into the Asset Management Fund proceeds from the Facility Improvement Fee in amounts, in addition to other available City Funds, sufficient to pay the principal of and interest on the Series A Bond. Notwithstanding the foregoing, the City reserves the right to pledge the proceeds of the Facility Improvement Fee to the payment of other obligations on a parity basis.

The City further hereby irrevocably covenants that it will deposit into the Asset Management Fund proceeds from the LRF Tax and any Local Property Tax Allocation Revenues, if any, in amounts, in addition to other available City Funds, sufficient to pay the principal of and interest on the Series D Bond. Notwithstanding the foregoing, the City reserves the right to pledge the proceeds of the LRF Tax or Local Property Tax Allocation Revenues to the payment of other obligations on a parity basis.

The full faith, credit and taxing power of the City are hereby irrevocably pledged for the prompt payment of such principal and interest on the Bonds.

Section 6. Registration and Payments. The Treasurer shall act as authenticating agent, paying agent and registrar for the Bonds (collectively, the "**Bond Registrar**"). Both

principal of and interest on the Bonds shall be payable in lawful money of the United States of America. Payments of principal of and interest on the Bonds shall be paid by interfund transfer, check, wire or electronic transfer. Final payment of all principal of and interest on the Bonds shall be paid upon demand, presentation and surrender of the Bonds by the SIP to the Bond Registrar. The Bonds are not transferable.

Section 7. Prepayment. At the option of the City, or upon demand of the SIP, the Bonds may be prepaid, in whole or in part, at any time, with prepayments to apply first to interest and then to principal.

Section 8. Execution and Authentication of Bonds. The Bonds shall be executed on behalf of the City with the manual or facsimile signature of the Mayor and attested with the manual or facsimile signature of the City Clerk, and the seal of the City shall be impressed thereon.

Only a Bond that bears a Registration Certificate in the form set forth in Section 9 hereof, manually executed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this resolution. Such Registration Certificate shall be conclusive evidence that the Bond so authenticated have been duly executed, authenticated and delivered hereunder and are entitled to the benefits of this resolution.

In case either of the officers who shall have executed the Bonds shall cease to be an officer or officers of the City before the Bonds shall have been authenticated or delivered by the Bond Registrar, or issued by the City, such Bonds may nevertheless be authenticated, delivered and issued and upon such authentication, delivery and issuance, shall be as binding upon the City as though those who signed the same had continued to be such officers of the City. The Bonds may also be signed and attested on behalf of the City by such persons as at the actual date of execution of the Bonds shall be the proper officers of the City although at the original date of the Bonds any such person shall not have been such officer of the City.

Section 9. Form of Bonds. The Bonds shall be in substantially the following form:

UNITED STATES OF AMERICA

NO. R-1 **$_____**

STATE OF WASHINGTON
CITY OF SPOKANE
LIMITED TAX GENERAL
OBLIGATION REFUNDING BOND, 2025
[SERIES DESIGNATION – (TAXABLE)]

INTEREST RATE: SIP Internal Lending Rate, as described in the Bond Resolution

MATURITY DATE: December 1, 20__

REGISTERED OWNER: CITY OF SPOKANE, WA for the benefit of the SPOKANE INVESTMENT POOL

PRINCIPAL AMOUNT: _____ and ___/100 DOLLARS

CITY OF SPOKANE, Spokane County, Washington, a municipal corporation of the State of Washington (the "**City**"), for value received hereby promises to pay to the Registered Owner identified above, the Principal Amount, plus interest, indicated above.

This Bond is issued under authority of Resolution No. _____, adopted by the City Council on _____, 2025 (the "**Bond Resolution**"), to document an interfund loan from the Spokane Investment Pool ("**SIP**") to pay the costs of refinancing the [LOAN DESIGNATION] and to pay the costs of issuance of the Bond. Capitalized terms not otherwise defined in this Bond shall have the meanings given such terms in the Bond Resolution.

Both principal of and interest on this Bond are payable in lawful money of the United States of America semi-annually in accordance with the payment schedule provided by the SIP. Interest shall be calculated on a 30/360 basis. Upon final payment of all installments of principal and interest thereon on or before the Maturity Date, this Bond shall be submitted to the Treasurer of the City (the "**Bond Registrar**") for cancellation and surrender. Installments of principal of and interest on this Bond shall be paid by interfund transfer or by check or draft mailed on the date such principal and interest is due or by electronic funds transfer made on the date such interest is due to the registered owner or nominee at the address appearing on the Bond Register.

This Bond is not transferable. This Bond is prepayable upon demand by the SIP.

The City reserves the right to prepay principal of this Bond, in whole or in part, at any time, with no prepayment penalty in accordance with the terms of the Bond Resolution.

To pay installments of principal of and interest on this bond as the same shall become due or on demand by the SIP, the City hereby irrevocably covenants that it will deposit proceeds of [the Facility Improvement Fee along with other][the LRF Tax and Local Property Tax Allocation Revenues, if any, along with other] available City funds into the City's Asset Management Fund in amounts sufficient to pay such principal and interest. The full faith, credit and taxing power of the City are hereby irrevocably pledged for the prompt payment of such principal and interest.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution until the Registration Certificate hereon shall have been manually signed by the Bond Registrar.

It is hereby certified that all acts, conditions and things required by the Constitution and statutes of the State of Washington to exist, to have happened, been done and performed precedent to and in the issuance of this bond have happened, been done and performed and that the issuance of this Bond does not violate any constitutional, statutory or other limitation upon the amount of bonded indebtedness that the City may incur.

IN WITNESS WHEREOF, the City of Spokane, Washington, has caused this bond to be signed with the facsimile or manual signature of the Mayor, to be attested by the facsimile or manual signature of the City Clerk, and the corporate seal of the City to be reproduced hereon, as of the _____ day of _____, 20___.

CITY OF SPOKANE, WASHINGTON

By _____/s/_____
Mayor

ATTEST:

_____*/s/*_____
City Clerk

(SEAL)

CERTIFICATE OF AUTHENTICATION

Date of Authentication: _____

This bond is the Limited Tax General Obligation Refunding Bond, 2025 [Series Designation – (Taxable)] of the City dated _____, 2025 described in the within-mentioned Bond Resolution.

TREASURER of the City of Spokane, as
Bond Registrar

By _____*/s/*_____

Section 10. Ongoing Disclosure. The Bonds are not subject to Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, and the City makes no undertaking regarding ongoing disclosure with respect to the Bonds.

Section 11. Prior Acts. All acts taken pursuant to the authority of this resolution but prior to its effective date are hereby ratified and confirmed.

Section 12. Severability. If any provision in this resolution is declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed separable from the remaining provisions of this resolution and shall in no way affect the validity of the other provisions of this resolution or of the Bonds.

Section 13. Effective Date. This resolution shall become effective immediately upon its adoption.

Adopted this 22nd day of September, 2025.

CITY OF SPOKANE
Spokane County, Washington

_____
Betsy Wilkerson, Council President

ATTEST:

_____
Clerk

_____
Mayor Lisa Brown

(SEAL)

APPROVED AS TO FORM:

_____
City Attorney

_____
Tanya L. Lawless, Bond Counsel

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 09/22/2025

Committee Agenda type: Consent

Council Meeting Date: 10/20/2025

Date Rec'd	9/17/2025		
Clerk's File #	RES 2025-0089		
Cross Ref #			
Project #			
Submitting Dept	PUBLIC WORKS	**Bid #**	
Contact Name/Phone	CHRIS AVERYT 509-625-6540	**Requisition #**	
Contact E-Mail	CAVERYT@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	BWILKERSON KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	RESOLUTION APPOINTING TRACE BRADBURN AS DIRECTOR OF SOLID WASTE		

Agenda Wording

A resolution appointing Trace Bradburn as the Director of Solid Waste.

Summary (Background)

Trace Bradburn was selected for appointment to the position by Mayor Lisa Brown and is being presented for confirmation to the Director of Solid Waste.

What impacts would the proposal have on historically excluded communities?

N/A

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

NA

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

N/A

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source

Funding Source Type Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		**Additional Approvals**	
Dept Head	FEIST, MARLENE		
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
mfeist@spokanecity.org	caveryt@spokanecity.org
eschoedel@spokanecity.org	rhulvey@spokanecity.org
mmarroquin@spokancity.org	

RESOLUTION 2025-0089

A Resolution approving the appointment of Trace Bradburn as Director of Solid Waste for the City of Spokane.

WHEREAS, Section 24 of the City Charter provides that the Mayor shall have the power to appoint department heads subject to the approval of the City Council; and

WHEREAS, Section 2.14 F of the City Council Rules of Procedures states that approval of appointment of department heads shall be by resolution during the City Council's legislative session; and

WHEREAS, after full consideration, Mayor Lisa Brown has appointed Trace Bradburn as Director of Solid Waste for the City of Spokane.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Spokane that it hereby approves the appointment of Trace Bradburn as Director of Solid Waste for the City of Spokane.

PASSED BY THE CITY COUNCIL ON _____, 2025

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Agenda Sheet for City Council:

Committee: PIES **Date:** 09/15/2025

Committee Agenda type: Consent

Council Meeting Date: 10/06/2025

Date Rec'd	9/10/2025		
Clerk's File #	RES 2025-0077		
Cross Ref #			
Project #			
Submitting Dept	PUBLIC WORKS	**Bid #**	
Contact Name/Phone	MARLENE FEIST 6505	**Requisition #**	
Contact E-Mail	MFEIST@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	KKLITZKE BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	PUBLIC RULE RULES AND REGULATIONS FOR WATER SERVICE INSTALLATIONS		

Agenda Wording

A resolution regarding the adoption of a Public Rule for Water and Hydroelectric for Rules and Regulations for Water System Installations

Summary (Background)

Protection of the City's water system is of paramount importance for the City Water department. City of Spokane Water & Hydroelectric department is required under State and Local law to implement and maintain protection of the water system. The City's Rules and Regulations for Water System Installations is outlined in the attached Exhibit "A" - Rules and Regulations dated July 1, 2025. The Public Rule is intended to comply with State and Local laws.

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 investments 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 strategist to limit costs and approved projects in the 6-year CIP.

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	GENNETT, RAYLENE		
Division Director	FEIST, MARLENE		
Accounting Manager	KECK, KATHLEEN		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
mfeist@spokanecity.org	eschoedel@spokanecity.org
rhulvey@spokanecity.org	mmarroquin@spokanecity.org
lhopkins@spokanecity.org	rgennett@spokanecitty.org

Spokane City Clerk No. RES 2025-0077

RESOLUTION

A resolution regarding amendment of the City of Spokane Water and Hydroelectric – Rules and Regulations of Water System Installations.

WHEREAS, the City of Spokane Water and Hydroelectric Department Water Code is contained in Chapter 13.04 of the Spokane Municipal Code (SMC); and

WHEREAS, Chapter 13.04.030 of the SMC provides the General Provisions for Rules and Regulations to be established by Public Rule; and

WHEREAS, the Water Department has adopted Rules and Regulations to address the more common concerns found during inspections of the water system; and

WHEREAS, the Rules and Regulations for Water System Installations ensure that connection to the public water system are consistent with State and Local Rules and Regulations; and

WHEREAS, the revised attached Water and Hydroelectric Department – Rules and Regulations for Water System Installations are attached and available to members of the public as attached hereto as Attachment "A".

-- NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPOKANE that the City Council hereby approves the adoption of the PUBLIC RULE AND PROCEDURE REGARDING THE WATER AND HYDROELECTRIC DEPARTMENT – RULES AND REGULATIONS FOR WATER SYSTEM INSTALLATIONS, as contained in Attachment "A".

ADOPTED by City Council this ____ day of September 2025.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

CITY OF SPOKANE WATER AND HYDROELECTRIC DEPARTMENT PUBLIC RULE AND PROCEDURE	DEPT 4100-25-_____ LGL 2025- _____
TITLE: **RULES AND REGULATIONS FOR WATER SERVICE INSTALLATION** EFFECTIVE DATE: REVISION EFFECTIVE DATE: N/A	

1.0 GENERAL

City of Spokane issues Rules and Regulations for Water Service Installations which are updated from time to time and consistent with the City's legal requirements for the water system. The attached Rules and Regulations for Water System Installations are designed to address the more common concerns found during inspections of the Water System. Builders and property owners have the ultimate responsibility to contact and clarify any and all Water Service Installation Rules and Regulations, prior to installation.

1.2 TABLE OF CONTENTS

1.0 GENERAL
2.0 DEPARTMENTS/DIVISIONS AFFECTED
3.0 REFERENCES
4.0 DEFINITIONS
5.0 POLICY
6.0 PROCEDURE
7.0 RESPONSIBILITIES
8.0 APPENDICES

2.0 DEPARTMENTS/DIVISIONS AFFECTED

Water and Hydroelectric Department

3.0 REFERENCES

WAC 296 155 Part N
WAC 246-290-490
Chapter 13.04 Water 13.04.130 Sub-Section D
SMC 13.04.0806 – 13.04.0812

4.0 DEFINITIONS

See Attached Exhibit "A"

5.0 POLICY

5.1 It is the policy of the City Water Department to create rules and regulations for water service installation and connections to the water services and ensure protection of the entire water system.

5.2 Water System Installation Rules and Regulations as attached as Exhibit "A" herein, and which will be updated from time to time, shall be adopted and will apply to all City Water Connections.

6.0 PROCEDURES –

6.1 Procedures are outlined in attached Exhibit "A" – Rules and Regulations for Water System Installations.

6.2 The City has no responsibility for maintenance, operations or repair of any water service connection to the public water system.

6.3 All responsibility for maintenance, operations or repair is the responsibility of the property owners.

7.0 RESPONSIBILITIES

This Public Rule shall be maintained by the Water and Hydroelectric Department

8.0 APPENDICES

8.1 Exhibit "A" – City of Spokane Water Department Rules and Regulations for Water Service Installations

APPROVED BY:

City Administrator	Date
Public Works Director	Date
City Attorney	Date

APPENDIX A

CITY OF SPOKANE WATER DEPARTMENT RULES AND REGULATIONS FOR WATER SERVICE INSTALLATIONS

Revised 10/25

For Water Tap and Meter Applications 509-625-6300, 509-625-6999 or (permitteam@spokanecity.org)

Tap and New Meter Installation 509-625-7847

South Side Inspection 509-625-7844 or 509-435-5567

North Side Inspections 509-625-7845 or 509-994-1669

Cross Connection Inspections 509-625-7969

1. THE RULES AND REGULATIONS INCLUDED HEREIN ARE NOT TO BE CONSIDERED AS COMPLETE. THE FOLLOWING PAMPHLET IS DESIGNED TO ADDRESS THE MORE COMMON CONCERNS FOUND DURING INSPECTIONS OF THE WATER SYSTEM. IT SHALL BE THE RESPONSIBILITY OF THE BUILDER, OWNER, OR CONTRACTOR, TO CALL INSPECTORS TO CLARIFY ANY SITUATION THAT IS NOT CLEARLY ADDRESSED IN THESE REGULATIONS IN REGARD TO SITE PLANS, BUILDING DESIGN, ETC. ALL REQUIREMENTS LISTED MUST BE MET PRIOR TO A CERTIFICATE OF OCCUPANCY BEING ISSUED.

2. All excavations will be sloped, shored, or benched according to DOSH Department of Labor and Industry standards to provide safe access per WAC 296 155 Part N. Water service excavation, bedding & backfill/restoration shall be responsibility of property owner/developer unless otherwise stated.

3. INSPECTIONS:

- New service lines. No on property inspection will be scheduled or performed until a meter permit has been purchased.
- Repairing or replacing an existing service requires a water repair/replace permit.
- All Water Service Installations and repairs, from the property line to the main shut-off valve or valves inside the building or basement, require inspection by the Water Department Inspector before covering.
- ALL INSPECTIONS REQUIRE A 48 HOUR NOTICE.

4. BACKFLOW / CROSS-CONNECTION:

The policies, procedures, and criteria for determining Backflow/Cross Connections (actual and possible) and appropriate levels of protection shall be in accordance with the City of Spokane Water Department Cross Connection Control and Backflow program, Water Department Rules and Regulations, Washington Administrative Code (WAC 246-290-490) and the City of Spokane Municipal Code 13.04.0814.

- Some examples of areas where devices/assemblies will be needed: Backflow protection shall be installed on service laterals where the point of use exceeds 30 feet above the distribution main, Strip malls/multi use facilities, medical facilities, laboratories/clinics, fire protection systems, irrigation systems (yard hydrants are considered a part of an irrigation system), boilers, post mix soda pop machines, food processing, commercial coffee machines with under-counter boiler, steam generating equipment, water cooled ice machines, car washes, plumbing systems with booster pumps, and/or other facilities where chemicals are used or are injected into the water system, wells and unapproved auxiliary sources, reverse osmosis systems, etc.
- All Backflow Assemblies must be on the current Washington State Approved Assemblies list at time of installation. All Backflow Assemblies shall be tested by a State Certified Backflow Tester (BAT) and report submitted to the purveyor when initially installed, repaired, replaced, moved and annually thereafter. If the backflow assembly has been turned off for freeze protection it must be tested before it is returned to service.
    - The property owner is required to have a WA State certified backflow assembly tester (BAT), test all backflow assemblies annually. The BAT shall tag assemblies tested noting date of test. Where a meter exists in a meter box and the concrete rings are 36” or less inside diameter, then the DCVA for irrigation must be installed outside of the meter box and plumbed into a box of the appropriate size to allow for testing and repair as per the City of Spokane Water Department Municipal Codes. All installations must meet the City of Spokane Water Department requirements. Where premises isolation is required, thermal expansion could exist from a water heater or boiler. Thermal expansion may result in an unsafe buildup of pressure within the plumbing system. Please follow the local rules, regulations, and the Uniform Plumbing Code to protect from thermal expansion. Reduced Pressure Backflow Preventers for premises isolation of high health hazard (Table 13 WAC 246 290 490) and systems utilizing a booster pump or fire pump shall be required and installed at the property line. Where the meter is installed at the property line, the Reduced Pressure Backflow Preventer shall be installed downstream of the meter in a heated enclosure near the property line or inside the building with an approved sized floor drain.
- Single Check replacement in vaults, shall be inspected by the Cross-Connection Control Inspector before removal of old assembly and again after the new assembly has been installed and tested. All service lines must have a City of Spokane Meter.

5. NEW TAPS AND RETAPS:

In ALL cases the property owner is responsible for service location and depth.
In all cases where a new water service is to be installed, a stake marked "WATER" and the address to be served must be placed at the property line by the contractor, builder or the owner showing where the service is to enter property. If the service extends through a utility easement, a second stake shall be placed by the contractor, builder or the owner denoting the end of the service line installation. Failure to place these stakes will result in the tap not being made and a reschedule permit must be purchased before the tap is scheduled and completed.

Only City Water Personnel will tap or make connections to the City Water mains. Size of tap shall be maintained to the property line. Taps on new mains will not be made until bacteriological tests are taken and the main is accepted by the Water Department. All water services must be 5 feet deep from finished grade. (A depth of 5 feet shall be maintained through any 208 or swale system.)

Each service shall have a 2x4 installed vertically marking the termination point of the copper at the back of the utility easement. This 2x4 shall be from the depth of the end of copper, extend above grade 3', must be painted blue and marked with the address of the service.
The curb box shall be installed centered over the curb stop, in a straight vertical line, extending above grade 6-12" and must be painted blue. A six-foot 2x4 shall be installed at the curb stop with two to three feet of the board extended above grade and painted blue.

6. WATER SERVICE PIPE:

-Materials for all water services, from the water main to the right of way line shall be installed by the City of Spokane Water Department.
-Materials for all water services in the public right of way shall be,

- -1" shall be soft annealed type K copper with approved compression fittings to the meter box.
- -2" shall be either,
  - HDPE CTS pipe with stainless steel stiffeners and compression fittings or
  - Soft annealed type K copper with approved compression fittings.
- -4" and larger shall be ductile iron. Elbows for change in horizontal direction are not allowed between the tap at the main and the water meter. Service must be installed perpendicular to the water main.

-Materials for all water services installed on property or downstream of the meter box/vault shall be provided by the contractor and meet the following requirements.

- -1", 1 ½" and 2" water services shall be,
  - Seamless, soft-annealed type "K" copper or
  - HDPE (250 PSI CTS or IPS SDR9) shall be installed with steel stiffeners and compression fittings or pack joints. IPS SDR 9 may also be butt fused.
  - All HDPE pipe shall be installed with jacketed 12 gauge tracer wire and affixed to the pipe every 10'
- 3" shall be either ductile iron pipe with mechanical or slip joint bells or HDPE SDR9 and meet the requirements of AWWA C901 with a minimum 250 PSI rating and have butt fused joints. Sample butt fused joint must be provided to the Water Department inspector upon request for analysis.
- 4" and larger shall be ductile iron. Downstream from the water meter, fittings must be used when a change in direction of pipe is necessary.
- In the pipe zone, all pipes shall be bedded per standard detail A-1. Backfill above the pipe zone shall be per standard detail A-2.
- All water services in the same trench shall have a minimum horizontal separation of 2 feet.
- Elbows for change in horizontal direction are not allowed between tap at the main and the meter as the service line must be installed perpendicular to water main.

All services must meet current water department standards if building is gone and/or meter has been removed for over a year.
No galvanized fittings shall be directly buried.
All water services, viable or not and which will not be reused, shall be disconnected at the water main before a certificate of occupancy will be completed. The physical disconnection shall be completed by Water Department personnel at no charge but all excavation, backfill and surface restorations shall be at the responsibility of the owner or contractor.

The installation of all curb and valve boxes are the responsibility of the property owner or contractor. They are to be installed flush with finished grade or paving, made of iron, and marked WATER on the lid. Boxes must be centered over the curb stop or valve allowing for full operation of the valve. Any curb box located within a proposed or established vehicle pathway or in concrete, must have a traffic rated valve box top section.

7. WATER AND SEWER SEPARATION:

The sewer must be a minimum of 18" deeper and a minimum of 5' horizontally from the **edge** of ANY water service.

When sewer elevation is higher than the water service, there must be a separate water trench with 6 feet of undisturbed earth between water and sewer. All water service installations shall be at least 10 feet from any cesspool, catch basin or septic tank.

When water and sewer separation cannot be maintained during parallel installation, sleeving is allowed and shall meet the following requirements. The sleeving shall be oversized C-900 pipe and shall be limited to straight runs. Sleeving cannot be used to install water and sewer in the same trench. Each sleeve shall contain only one service. Water services 2" in diameter and smaller must be wrapped with split foam pipe insulation and the end of all sleeves shall be sealed with waterproof foam. Water/sewer crossings shall meet City of Spokane Standard Plan A-4 and A-5.

8. OTHER UTILITIES:

All other utilities (telephone, cable TV, electric, gas, etc.) shall have a minimum of 5-foot horizontal separation from the water line. **Failure to meet this standard shall require the water service to be replaced and relocated a minimum of 5-feet from nearest other utility and a new tap shall be required. Sewer separation requirements shall also be met, see #7 above. Original service shall be disconnected from the water main. All excavation, backfill and surface restoration shall be at the expense of the contractor/developer.**

9. WATER SERVICE ENTERING BUILDING:

Where a water service pipe enters a building, a depth of 5 feet shall be maintained. Where there is no basement, (i.e., crawl space or slab floor), the water service pipe, including fire lines, will maintain a 5 foot bury and extend 2 feet inside the footing before rising to the point of use. No joints will be allowed under the floor or within 5 feet of the outer wall. DI piping may have one mechanical joint fitting under the floor for the vertical riser. All service installations running parallel to buildings shall be at least 10 feet from the outer foundation walls.

10. METER, BACKFLOW ASSEMBLY AND PRV LOCATIONS:

Meters

Residential and Commercial meters shall be in an approved meter box or vault on property, within 3' of the closest property line whenever possible.
1" services allow the use of 5/8, ¾" and 1" meters but must be sized appropriately to the intended use of the facility. 5/8"and ¾" meters will be approved only when engineering design demonstrates the meter meets the requirements of intended use and flow or fixture count. Meters shall be installed in an approved Water Department meter box no further than 3' inside the property line or at the back of the utility easement if such easement exists.

All meters 2” in size and smaller shall be installed in a meter box of the approved sized and type and rating.

All meters 3” and larger shall be installed in a meter vault of the approved size, type and rating.

Meter installations where a buried fitting is located within 5’ of outer foundation wall shall have the box/vault adjusted sufficiently to meet the requirement of a minimum 5’ from the outer foundation wall. Where the face of building is located on or adjacent to the Right of Way line, meters shall be installed in a meter box or vault with no less than 5’ of distance from any joint to the outer foundation wall.

Meter boxes and vaults which require adjustment into the right of way to meet the 5’ minimum, shall be placed in a meter only box/vault. No other equipment, (FDC, PIV, backflow assembly, etc) shall be allowed inside the meter only box/vault.

All meter boxes and meter vaults are owned and maintained by the property owner. SWD shall take no responsibility of the maintenance of the meter box or vault installed in ROW.

All service lines downstream of the meter are the responsibility of the property owner. SWD shall take no responsibility for the maintenance of the water service downstream of the meter.

Meters installed inside a structure are only allowed with a variance approved by the Director of the Water Department.

Backflow Assemblies

All back flow assemblies are to be furnished, installed and tested by the contractor or property owner. As of 7/1/2025, the Water Department will no longer allow for permits with backflow assemblies to be purchased. Any permits with a backflow assembly purchased before 7/1/2025 will be honored by the Water Department for one year from date of permit purchase. Applications to purchase a backflow assembly permit before 7/1/2025 must have an approved set of plans which have been reviewed by the Spokane Water Department.

Backflow assemblies may be installed in a vault with the meter or installed inside of the structure. Backflow assemblies are not permitted in a meter only vault or any other vault where the vault location encroaches into ROW. All backflow assemblies must be tested.

PRV (PRESSURE REGULATING VALVE) LOCATIONS

All 2” and smaller services, where water pressure is 80 psi or higher, or has the potential of higher than 80 PSI, and the meter is installed inside the building, shall have an approved PRV installed upstream of the meter.

All 2” and smaller meters, where the water pressure is 80 PSI or higher, or has the potential of higher than 80 PSI, and the meter is installed inside a meter box or vault, shall have an approved PRV installed inside the building prior to the first point of use but no further than 18” beyond entry of the slab or foundation wall.

For all MACH (Ultra Sonic) meters, the PRV shall be installed downstream of the meter and inside the building

3” and larger meters shall have the PRV installed after the meter and is subject to design review.

PRV’s shall not be installed inside meter boxes.

11. <u>WATER SERVICE REPAIR AND REPLACEMENT:</u>

The repair of service leaks after the first right of way or property line is the responsibility of the property owner. <u>For any repair or replacement of existing services, a Water Repair/Replace permit must be purchased, shall follow all current rules and regulations and shall be *inspected before covering*</u>. *No service relays shall be pulled unless a minimum depth of 4 ½' can be maintained with a minimum of 5' sewer separation*. Where a new building or an addition to existing building is erected over an existing service, the water service shall be either sleeved or offset by relaying the service a minimum of 10' from outer foundation wall. Repairs can be made with like materials. Brazed connections are acceptable for repairing underground copper services. See Meter and PRV LOCATIONS rules for relocation of the meter.

The property owner is responsible for any water service located near or behind a manmade obstruction, such as a retaining wall, and must maintain the water service at their own expense per Spokane Municipal Code 13.04.0806. This applies to obstructions located within the public right of way.

12. <u>RECORDED EASEMENTS REQUIRED</u>:

Easements shall be avoided but considered on a case-by-case basis, granted by the Director of the Spokane Water Department based on conditions including but not limited to:

1. lack of an accessible water main adjacent to the parcel;
2. topography that makes a direct connection infeasible;
3. creation of new lots with inadequate frontage on right-of-way, such as through Unit Lot Subdivision;

4. existing development and lot configurations that make a separate connection infeasible;
5. prevention or correction of a health or safety hazard.

When water services cross property other than the property being serviced, the water meter shall be installed in a water department approved meter box. This box must be installed no more than 3' inside the first property line and an easement number must be filed and recorded with the County Recorder's office. If approved, minimum water easement width is 10 feet for private and 20 feet for public to allow for excavation and stockpiling.

13. <u>METER BOX</u>:

Meter boxes installed by the property owner, contractor or developer for use of single meters up to 2" in diameter shall meet City of Spokane Water Department traffic rating standards. The meter box shall be placed on property not more than 3' inside the closest property line and built to Water Department specifications. All meter boxes and lids shall be maintained by the property owner.

Two meters 2" or smaller and serving the same property, a concrete meter box with a 48" minimum inside diameter with a standard 24" traffic rated "Water" ring and cover will be required.

Meters larger than 2" or for three or more 2" and larger meters, please refer to Section Y of the City of Spokane Standard Plans. All meter boxes and vaults must meet H20 traffic load rating if in an area where traffic loads are possible.

Any meter box located within a proposed or established vehicle pathway must be traffic rated. Plastic or PVC meter boxes are not considered traffic rated and must be installed at least 1' off any driveway or established vehicle pathway.

14. <u>REMOTE READOUT CONDUIT</u>:

All commercial buildings and residential homes with a vault or meter box (including duplex and triplex dwellings) are required to install an approved ¾ inch PVC electrical grade conduit for each meter or as approved by the inspector. This conduit must be installed from the water meter to an accessible location such as an irrigation box adjacent to the meter vault/box, to a nearby above ground structure such as a metal post or bollard or on the outside of the building. When installed to the building, the conduit shall terminate approximately 3' above finished grade on the street side of the building or on either side of the building within two feet of the street side of the building. All directional changes shall be made with sweeps, not to exceed 4 sweeps for

each conduit. 90-degree elbows will not be allowed. All commercial buildings which are remodeled, reconstructed, or additions built shall be required to install conduit.

A minimum three wire .22-gauge color coded cable shall be installed by the builder/contractor during the construction of all residential and commercial buildings. The cable shall begin at the water meter location and terminate at the end of the conduit and shall have approximately 4' of excess cable left on each end.

15. CONTRACTOR'S GUARANTEE:

Work being performed by private contractors, pertaining to quality of materials and installation procedures, shall be guaranteed for two (2) years from time of acceptance.

16. OPERATION OF CURB STOPS

If water is turned on or found on without proper inspection by the Water Division, the following City Ordinance applies:

CITY ORDINANCE CHAPTER 13.04 WATER
13.04.200 PENALTY. Any person violating any of the provisions of this chapter, or the rules and regulations of the Water Division, shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine in any sum not exceeding $300.00, or by imprisonment in the City Jail for not more than ninety days, or by both fine and imprisonment. Each day of a continuing violation shall constitute a new and separate violation unless otherwise specified. (Source, Section 40, C2452) City Ordinance Chapter 13.04 WATER 13.04.130 Sub-Section D

The Director of the City of Spokane Water department may also permit qualified plumbers, licensed, and bonded in accordance with state laws, to open and shut the street cock to make the necessary repairs or to test their work, and in every such case such persons shall leave the stop cock as they found it. They shall be responsible for any damage, losses, or liabilities of the City or third parties arising from their acts, errors, or omissions. (Source, Section 35, part C-2452; Cross ref., Section 13.04.0806 - 13.04.0812)

17. COMMON WATER SERVICE LINE SPECIFICATIONS

When single properties have multiple residential units, a single domestic service may be used for multiple smaller meters on that property. Alternatively, units may be served by a single shared meter. In all cases, fixture analysis will be used to determine adequate meter sizes and to ensure the service is large enough to sufficiently supply all dwelling units.

For single meters feeding multiple dwellings on a common property,

1. The water meter shall be placed inside a meter box within 3-feet of the first property line per Water Department standards.

2. Each service line split after the meter shall have a valve located outside of the structures, to be able to isolate the service without interrupting any other service.

3. Existing water service shall be 1-inch to be able to serve two units or provide engineering analysis showing the existing service is adequate. In all cases, ¾" galvanized services must be upgraded to 1" copper in the right of way. For on property requirements, see section 12, Water Service Repair and Replacement.

4. Where house setbacks are 10 feet or less, the parallel water service shall be sleeved when adjacent to new or existing homes per section 9 above.

5. Easements are to be avoided but considered on a case-by-case basis, granted by the Director of the Spokane Water Department per section 12 above.

Addition of a meter to a common water service for multiple unit consumption shall meet the following standards.

a. Internal multifamily units are best supplied by one meter.
b. All connections from the water service to the new meter shall be made by Water Department personnel. A new meter permit is required for the second meter and shall be connected to the common water line by use of a TEE and a curb stop to isolate the second meter.
c. Additional water meter connections shall be made upstream of any existing meters. Deduct or sub meters are not allowed.
d. ¾" copper services with a second meter,
    i. Two-5/8" meter are required. Existing ¾" meter shall not be reused and must be downsized to 5/8".
    ii. Line pressure must be a minimum of 70 PSI and a fixture count analysis shall be provided for approval.
    iii. In all cases, ¾" galvanized must be upgraded to 1" copper in the right of way.
    iv. ¾" galvanized must be upgraded to 1" copper or HDPE on property. See section 6 for specifications.
e. 1" copper services with a second meter,
    i. Two ¾" meters are required. Existing 1" meters shall not be reused and must be downsized to ¾".
    ii. Line pressure must be a minimum of 45 PSI and a fixture count analysis shall be provided for approval.

iii. Galvanized 1” services in the right of way shall be upgraded to 1” copper for the use of a second meter.
iv. Galvanized services on property must be upgraded to copper or HDPE on property.

f. 1” galvanized services are permitted **with one meter to supply two structures**.
   i. 1” Galvanized services supplying two water meters are prohibited. Galvanized must be replaced with 1” copper in the right of way to supply two water meters. Services downstream of the meters shall be either 1” Type “K” copper or 1” HDPE.
   ii. 1” galvanized services in the right of way are allowed for a secondary connection downstream of one meter.

g. All meters shall be placed on property within three feet of the right of way line. For two water meter configurations, a concrete meter box with a 48" minimum inside diameter with a standard 24" traffic rated “Water” ring and cover shall be required. See 14 and 15 above for additional specifications.

18. SERVICE LINES UNDER DRIVEWAYS

Placement of a service line under a driveway is discouraged.

SPECIFICATIONS FOR UNDERGROUND INSTALLATION OF LARGE DOMESTIC WATER SERVICES, MAINS, AND FIRELINES
(Shall Conform to A.P.W.A. with Spokane Supplemental Standards)

1. All material installed in the City of Spokane, including fire hydrants and valves, must conform to City of Spokane Specifications. Pipe and Fittings shall be approved ductile iron. All fire hydrants must be individually valved. When in Fire Districts outside of City of Spokane jurisdiction, installation, and materials will conform to City of Spokane Rules and Regulations.

2. Water services shall meet current backflow standards per WAC 246-290-490 and follow City of Spokane Water Department Rules and Regulations for Water Service Installations.
https://static.spokanecity.org/documents/business/resources/engineeringpolicies/water-service-rules-and-regulations.pdf

3. Pipe shall be laid at a minimum depth of 5 feet deep from finished grade. (A depth of 5 feet shall be maintained through any 208 or swale system.)

4. Pipe and fittings shall be pressure class 350 ductile and installed in accordance with manufactures instructions and in an approved manner. (A.W.W.A C600-64) (Example - Tyton slip joint connections require continuity wedges, and all taps 2-in or less will have Double strap saddles and greater than 2-in will have a stainless-steel tapping sleeve)

5. Pipes shall be clean inside when installed and open ends shall be protected when work is stopped, to prevent foreign material from entering pipe.

6. Pipe joints will be either mechanical joint or Tyton slip joint; change in direction shall not exceed 75% of manufacturers' maximum deflection standards.

7. All tees, plugs, caps, and bends on pipe installed underground shall be mechanically restrained. Mega lugs and field lock gaskets or other restraint systems approved by the Director of the City of Spokane Water Department, shall be used. Thrust blocking is not acceptable.

8. All underground fire lines, or fire suppression systems that are separated or protected from the potable water system requires a State Level III or “U” licensed contractor for installation.

9. All hydrants shall be properly restrained, from the main to the hydrant (mega lugs or field lock gaskets).

10. All water mains and appurtenances 3”and larger shall be tested in sections of convenient length under a hydrostatic pressure equal to 1.5 times that under which they will operate or in no case shall the test pressure be less than 175 psi. Fire lines will be tested at 200 psi or 1.5 times the operation pressure, whichever is greater. All pumps, gauges, plugs, saddles, corporation stops, miscellaneous hose and piping and measuring equipment necessary for performing the test shall be furnished and operated by the contractor. Contractor must provide restrained MJ cap on last pipe (or plug on last new valve) near intertie with existing water line and include 2” threaded port with 2” ball valve/curb stop assembly for flushing and testing. Chlorination shall only be done by city forces at the expense of the developer and all arrangements shall be made through the City of Spokane water service inspectors.

11. During cold weather, the contractor is responsible for protecting all mains and services from freezing, to include all equipment used for flushing, pressure testing and chlorination. Failure to adequately protect mains, services, and equipment from freezing could result in the replacement of these items at the contractor’s expense.

12. Earth shall be well tamped (per std. plan A-1 & A-2) under and around pipes to prevent settling or lateral movement. Care shall be taken to prevent rocks, etc. from damaging pipe while backfilling. Frozen earth and/or asphalt shall not be used for backfilling material. Backfilling will be done according to APWA specifications.

13. If the property line is in a 208-swale area the meter vault\box may have to be relocated farther on property in a recorded utility easement.

14. All approved main extension installations will be required to extend 10' beyond the property line unless otherwise required by the water department.

15. Fire hydrant use requires a City of Spokane issued reduced pressure backflow preventer (RPBA) and flow meter assembly for all fire hydrant water usage (e.g., construction phase dust control, etc.). Hydrants that have been locked are no longer available for public use. Call 311 or City Water Dept. at 509-625-7800 for more info on Fire Hydrant Use

16. All Fire Hydrants, meter vault\box, curb boxes, & valve boxes must maintain an unobstructed 3' radius.

17. FDC's & PIV's must be installed downstream of the water meter and backflow assembly.

18. *If a bypass service line is installed it must be metered, and with same backflow protection as the service being bypassed.*

19. *When the meter or a back flow assembly are susceptible to being submerged in ground water, the meter and back flow assembly must be installed:*
    1. *Above ground and in a heated enclosure or,*
    2. *In an approved watertight vault*

IF THERE ARE ANY QUESTIONS PLEASE CALL (509)625-7800

MORE INFORMATION CAN BE FOUND AT THE FOLLOWING WEBSITES

City of Spokane Business and Development & Permits
https://my.spokanecity.org/business/

The Municipal Code Water Section can be found at:
https://my.spokanecity.org/smc/?Chapter=13.04

Standard Plans can be found at:
https://my.spokanecity.org/business/bid-and-design/standard-plans/

Design Standards can be found at:
https://my.spokanecity.org/business/bid-and-design/design-standards/

General Special Provisions (City Std. Specs) for Private Contracts
https://my.spokanecity.org/business/bid-and-design/private-gsps/

WSDOT Standards and Specifications can be found at:
http://www.wsdot.wa.gov/Publications/Manuals/M41-10.htm

Washington State Department of Labor and Industries
http://www.lni.wa.gov/SAFETY/TOPICS/ATOZ/ABOUT/DEFAULT.ASP

Washington State Safety Standards for Construction Work
http://app.leg.wa.gov/wac/default.aspx?cite=296-155

Agenda Sheet for City Council:

Committee: PIES **Date:** 09/15/2025

Committee Agenda type: Consent

Council Meeting Date: 10/06/2025

Date Rec'd	9/10/2025		
Clerk's File #	RES 2025-0078		
Cross Ref #			
Project #			
Submitting Dept	PUBLIC WORKS	**Bid #**	
Contact Name/Phone	MARLENE FEIST 6505	**Requisition #**	
Contact E-Mail	MFEIST@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	KKLITZKE BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	PUBLIC RULE - REGULATIONS AND SPECIFICATIONS FOR SIDE SEWER		

Agenda Wording

A resolution regarding adoption of a Public Rule for Wastewater Management Department for Regulations and Specifications for Side Sewer Installation.

Summary (Background)

Protection of the City's public wastewater system is of paramount importance to the City's Wastewater Management department. City of Spokane Wastewater Management department created the Rules and Regulations for side sewer installation and connections to ensure protection of the entire sewer system. The City's handbook is outlined in the attached Exhibit "A" - Side Sewer Installation Handbook, dated August 2025.

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 int he 6-year CIP.

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	GENNETT, RAYLENE		
Division Director	FEIST, MARLENE		
Accounting Manager	KECK, KATHLEEN		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
mfeist@spokanecity.org	eschoedel@spokanecity.org
rhulvey@spokanecity.org	mmarroquin@spokanecity.org
dstuder@spokanecity.org	rgennett@spokanecitty.org

Spokane City Clerk No. RES 2025-0078

RESOLUTION

A resolution regarding the adoption of a Public Rule for the Wastewater Management Department for Side Sewer Installation Handbook.

WHEREAS, the City of Spokane Wastewater Management Department authority is contained in Chapter 13.03 of the Spokane Municipal Code (SMC); and

WHEREAS, side sewer connections are connections which convey wastewater from a building drain to a public sewer or private sewer and are the primary responsibility of the property owner; and

WHEREAS, side sewer installations require a Side Sewer Permit and must be inspected by the City's Wastewater Management Department at time of connection to the public wastewater system; and

WHERAS, the attached exhibit 'A' – Side Sewer Installation Handbook contains the general regulations and specifications relative to materials, design, construction and inspection policies for connections of pipes six (6) inches or less to the City's wastewater system; and

WHEREAS, the Side Sewer Installation Handbook applies to all new installations as well as to all repairs, extensions, replacement and abandonment of existing sewers; and

WHEREAS, the Wastewater Management – Side Sewer Installation Handbook Public Rule is available to members of the public as attached hereto as Attachment "A".

-- NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPOKANE that the City Council hereby approves the adoption of the PUBLIC RULE AND PROCEDURE REGARDING THE WASTEWATER DEPARTMENT – SIDE SEWER INSTALLATION HANDBOOK, as contained in Attachment "A".

ADOPTED by City Council this ____ day of September 2025.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

CITY OF SPOKANE WASTEWATER MANAGEMENT PUBLIC RULE AND PROCEDURE	DEPT 4310-25-_____ LGL 2025- _____
TITLE: **REGULATIONS AND SPECIFICATIONS FOR SIDE SEWER INSTALLATION** EFFECTIVE DATE: REVISION EFFECTIVE DATE: N/A	

1.0 GENERAL

City of Spokane Wastewater Management Department issues regulations and specifications for side sewer installation which are updated from time to time and are consistent with state and federal legal requirements. The attached City of Spokane Side Sewer Installation Handbook for Side Sewer Installations is designed to address the more common concerns found during inspections of side sewers. Builders have the ultimate responsibility to contact and clarify the Wastewater Service Installation rules and regulations.

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1.0 GENERAL
2.0 DEPARTMENTS/DIVISIONS AFFECTED
3.0 REFERENCES
4.0 DEFINITIONS
5.0 POLICY
6.0 PROCEDURE
7.0 RESPONSIBILITIES
8.0 APPENDICES

2.0 DEPARTMENTS/DIVISIONS AFFECTED

Wastewater Management Department

3.0 REFERENCES

Chapter 13.03 SMC
SMC 17G.101.100
Spokane Regional Health District (SRHD) Rules and Regulations
SMC 08.02.037

4.0 DEFINITIONS

See Attached Exhibit “A”.

5.0 POLICY

5.1 It is the policy of the City Wastewater Management Department to create rules and regulations for side sewer installation and connections to the sewer system and to ensure protection of the entire sewer system.

5.2 The Side Sewer Installation Handbook which is attached as Exhibit “A” hereto, and which will be updated from time to time, shall be adopted and will apply to all City Side Sewer Connections.

6.0 PROCEDURES –

6.1 Procedures are outlined in attached Exhibit “A” - Side Sewer Installation Handbook.

6.2 The City has no responsibility for maintenance, operations or repair of any side sewer connection to the public sewer system.

6.3 All responsibility for maintenance, operations or repair is the responsibility of the property owner.

7.0 RESPONSIBILITIES

This Public Rule shall be maintained by the Wastewater Management Department

8.0 APPENDICES

8.1 Exhibit “A” – City of Spokane Side Sewer Installation Handbook for Side Sewer Service Installation

APPROVED BY:

_____	_____
City Administrator	Date
_____	_____
Public Works Director	Date
_____	_____
City Attorney	Date

APPENDIX A

Side Sewer Installation Handbook

City of Spokane Side Sewer Installation Handbook

Updated August 2025

The purpose of the Handbook is to provide regulations and specifications relative to materials, design, construction, and inspection policies for private side sewers constructed of pipe six inches (6”) diameter or less within the City of Spokane’s "Sewer Service Boundary". The Handbook applies to new installations as well as repairs, extensions, replacement and abandonment of existing sewers.

The specifications and regulations provided herein are not all-inclusive and additional requirements may be imposed by the City of Spokane Wastewater Department if deemed necessary. In the event these regulations do not specifically or completely cover any given situation, the City of Spokane Wastewater Department Director (“Director”) shall have the final decision-making authority.

The specifications contained within shall not be construed as imposing upon the City of Spokane any liability or responsibility for the design, construction, operation or maintenance of any portion of the private sewer system. It is expected that all installers in the City of Spokane will exercise good judgment and workmanship.

PLEASE NOTE:

- **Working in a trench is inherently dangerous and trenches for sewer lines are usually deeper than other utilities. In addition, water, electrical, fiber optics, and natural gas service lines may be in close proximity to the work area. Homeowners performing the work themselves are advised to consider the risk and the cost to provide a safe work environment when evaluating their ability to install their own private sewer line.**

REQUIREMENT TO HAVE UNDERGROUND UTILITIES LOCATED PRIOR TO DIGGING

- At least 3 business days before any excavation, the installer is required to call for utility locate marks through any of the following methods:
  - Call 811
  - Call 1-800-424-5555
  - Go to www.callbeforeyoudig.org

  More information about this service can be found at the website listed above. This service is free to homeowners.

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DEFINITIONS

The definitions provided below are a reference for Spokane Municipal Code (SMC) Chapter 13.03… also to provide clarification of terms relative to the design and construction of private side sewers and is not an all-inclusive list. Also, included in this section are definitions which are not from the Chapter 13.03 but are deemed applicable to the design and construction of side sewers.

a. "ABS" refers to Acrylonitrile-Butadiene Styrene pipe.

b. "BUILDING DRAIN" is that part of the lowest piping of a drainage system which receives the wastewater discharge from a structure or building to a point two feet outside the outer face of a structure, wall or foundation and conveys it to the sewer or an on-site sewage disposal system.

c. "BUILDING SEWER" is that part of drainage piping from the building drain to a sewage container or public sewer.

d. "DIRECTOR" means the Director of the City of Spokane Wastewater Department, or his/her designee. SMC 13.03.0121

e. "DRY SIDE SEWER" (also referred to as "double plumbing") is a sewer service line installed on properties but not connected to the building drain to facilitate future connection to a public sewer once the public sewer becomes available. Typically these are properties with on-site sewage disposal systems (Septic Tanks).

f. "FLOOD-LEVEL RIM" is the top surface of a fixture, such as a floor drain, shower or other drain, over which excess liquid would spill.

g. "L & I". Washington State Department of Labor & Industries.

h. "ON-SITE SEWAGE DISPOSAL SYSTEM" is any system or combination of piping, treatment, or other facilities that stores, treats and/or disposes of sewage and effluent on the property where it originates, or on adjacent or nearby property under the ownership of the user of the system or in which the user has a recorded interest for the purpose of maintaining the system on such other property. These systems include, but are not limited to, septic tank disposal systems and cesspools.

i. "PRIVATE SEWER" is a sewer not owned or maintained by a public authority.

j. "PVC" refers to Polyvinyl Chloride plastic pipe.

k. "SIDE SEWER" is a sewer, not directly controlled or maintained by a public authority, which begins approximately two feet outside the outer face of a structure wall or foundation, conveying wastewater from the building(s) drain(s) to a public sewer or private sewer. The term side sewer also includes any double plumbing dry side sewer and temporary sewer connections. The property owner is responsible for the maintenance and repair of the entire side sewer, including the portions located within the public right-of-way.

l. "SIDE SEWER STUB" is that portion of a side sewer, located between the public sewer line and a point near the property line of the premises to be served. After connection has been made to the premises, the

side sewer stub shall become part of a side sewer and shall be maintained by the property owner to the point of entry into the public sewer.

m. “SRHD” The Spokane Regional Health District.

n. “SMC” Spokane Municipal Code

PERMIT REQUIREMENTS

A Sewer Connection Permit is required to connect, construct, repair, alter, extend or abandon any sewer, dry side sewer, manhole tap, mainline tap and connection of inside and outside dry side sewer connections. A Sewer Connection Permit is required whenever wastewater is directed or redirected into the regional sewer system even if no construction is performed to accomplish this action. [SMC 17G.101.100]. In general, a sewer connection permit must be associated with an issued building permit for both commercial and residential applications whether in the City or outside City limits.

- **The permit application may be downloaded from the City's website at** https://my.spokanecity.org/ **or acquired at City Hall.** **sewer-water-permit-application-2024-04-29.pdf**

The sewer connection permit may be issued to either the property owner or a contractor licensed by the State of Washington to install building sewers. The property owner may contact L&I at 1-800-647-0982 or visit their website at www.LNI.wa.gov/tradelicensing for license information about a contractor or general information about hiring a contractor. If the property owner is going to do the work themselves, they must agree to have an on-site consultation with one of our inspectors prior to doing the work. A property owner is not permitted to do work within the public right-of-way.

- **Sewer permits are valid for 12 months from the date of issuance.**
- **If work is done without first obtaining a permit a fee will be assessed as well as an administrative fee SMC 08.02.031**

In addition to the required sewer permits, the following permits issued by other departments or agencies may be required:

- STREET OBSTRUCTION PERMIT issued by the jurisdiction having authority over the public right-of-way. Required when the trench, materials, spoil pile or equipment is located in the public right-of-way.
- PLUMBING PERMIT. Changes to existing plumbing within the structure or the addition of new fixtures requires a Plumbing Permit issued by the appropriate department of the jurisdiction having authority.
- ELECTRICAL PERMITS FOR PUMPING SYSTEMS: Sewer installation work involving electric sewer pumps will require an Electrical Permit and inspection by the State of Washington Department of Labor and Industries.

A copy of these permits, if required, shall be on site at the time of the sewer connection inspection.

SCHEDULING AN INSPECTION

All side sewer construction, including new sewers, dry side sewers, repairs, replacements, alterations, extensions or abandonment of existing sewers MUST BE INSPECTED. The sewer connection permit allows for one (1) inspection not to exceed thirty minutes. Additional inspection time or additional inspection visits may result in the billing of additional fees. The Director reserves the right to set and/or change inspection times.

TO SCHEDULE A SEWER INSPECTION: Call the sewer inspector and number that is listed on the top of the sewer permit. If you are unable to reach the inspector listed on the permit, please contact the City of Spokane Wastewater Department at **(509) 625-7900** during normal business hours. Please be prepared to provide the jobsite address, the name of the installer and the permit number.

- a minimum of one working days' notice is required when scheduling inspections performed by the City of Spokane Wastewater Department.

CANCELLING OR POSTPONING A SCHEDULED INSPECTION. The installer **MUST** call the assigned inspector as shown on permit a **minimum of one hour prior to the scheduled inspection time.** Failure to provided adequate notice may result in assessment of a re-inspection fee. (SMC 08.02.037)

SAME DAY INSPECTIONS shall only be permitted in situations where a safety hazard or a public health issue exists. Inspection time is dependent upon inspector availability.

REQUESTS TO HAVE INSPECTIONS OCCUR BEFORE OR AFTER NORMAL BUSINESS HOURS are subject to the approval of the Director and inspector availability. An overtime-hourly rate will be assessed to the installer. There shall be a one (1) hour minimum charge, with additional one-half (1/2) hour increments assessed as appropriate. The time assessed shall include travel time to or from the City of Spokane Wastewater Management Building. On behalf of the Wastewater Director, through the side sewer inspector, shall inform the installer if the sewer inspection is subject to overtime fees.

WEEKEND OR HOLIDAY INSPECTIONS. Requests for weekend or holiday inspections are subject to the approval of the Director and inspector availability. To schedule a weekend or holiday inspection, the installer must contact the City of Spokane Wastewater Department at **(509) 625-7900** at least 24 hours in advance and on a normal work day. WEEKEND OR HOLIDAY INSPECTIONS **MAY NOT** BE SCHEDULED DIRECTLY WITH THE INSPECTOR. Additional fees for weekend or holiday inspections shall be paid at the time of permit issuance prior to the inspection date. The inspection will not be scheduled until the fee is paid. The installer may cancel the inspection before 5:00 p.m. of the preceding normal workday. The extra inspection fee is non-refundable if inspection is not canceled within this time frame. Any weekend or holiday inspections requiring multiple visits to the job site or exceeding four (4) hours shall be billed additional fees. Weekend or holiday inspection requests that cannot be made in advance are subject to the Director's approval and inspector availability.

EMERGENCY REPAIRS: In emergency situations where it is not feasible for an installer to obtain a permit in advance of the work, the installer shall obtain a permit for the work the next business day. If the work is being done during normal business hours, the installer must immediately contact the City of Spokane Wastewater Department and request an inspection. If the work is being performed outside of normal business hours, the installer must leave the work exposed, providing necessary safety precautions in accordance with Labor and Industries guidelines, and schedule for inspection the next business day.

INSPECTION REQUIREMENTS

- **All trenches must be shored, sloped or shielded as per Washington State Department of Labor and Industries ("L & I") standards before the sewer inspector may enter the trench. The inspector may refuse to complete an inspection of work within an unsafe trench until a representative from "L & I" determines the trench meets their safety regulations.**

Sewer permits shall be available at the job site and readily accessible. The installer shall be present at the job site during the inspection. The inspector may refuse to perform the inspection if the permits and/or installer are not at the job site.

All costs incurred to remedy non-compliance of these regulations shall be borne entirely by the installer. Follow- up inspections shall be subject to call back inspection charges.

BEFORE THE TRENCH MAY BE BACKFILLED, the sewers must be inspected and accepted as non-deficient unless specifically authorized by the Director. The sewer line must be inspected from the point of connection to the building drain(s) to the connection point to the public sewer. Work performed at the connection points shall also be inspected. Sewers installed and covered without authorization may be subject to the following:

- Exposure and inspection of the sewer or portion thereof.
- Video inspection at the installer's expense.
- Pipe testing for grade, leakage and contamination at the installer's expense. The installer shall be responsible for payment of additional inspection time.

ADDITIONAL INSPECTION FEES MAY BE ASSESSED TO THE INSTALLER FOR:

- Re-inspection due to violations of the Sanitary Sewer Ordinance and/or these regulations.
- Multiple inspections.
- Follow-up inspections.
- Inspections exceeding the thirty-minute time allotment.
- Failure to notify the inspector at least one hour in advance of the scheduled inspection time that you won't be ready for the inspection.
- Failure to cancel or reschedule the inspection at least one hour in advance of scheduled time.
- Not having the approved plans on site and readily available to the inspector.
- The sewer connection permit and/or installer not present at the worksite during the inspection.
- Re-testing of work that has failed initial tests.

ACCEPTABLE MATERIALS FOR SIDE SEWERS

Gravity Sewers installed by excavation method	PVC Pipe & Fittings	ASTM D 3034. Either SDR-26 or SDR 35, but fittings installed within the public right-of-way must be SDR-26. Integral-bell gasketed joints. Rubber gaskets shall be factory installed conforming to ASTM F 477. Pipe joints shall conform to ASTM D 3212.
	Ductile iron	Pipe conforming to ASTM A746. Cement-mortar lined. Bell and spigot type with push on joints conforming to ANSI A21.11. Exterior coating meeting ANSI A21.51
	Vitrified Clay Sewer Pipe & Concrete Pipe	Pipe conforming to ASTM C700. Joints shall be compression joints in accordance with ASTM C425. Pipe must conform to City of Spokane 2018 General Special Provisions for Private Contracts (updated 10-14-19)
Gravity sewers installed by boring method	PVC Pipe & Fittings	ASTM D 3034. Either SDR-26 or SDR 35. Solvent-weld Joints conforming to ASTM D-2855. Pipe solvent cement shall conform to ASTM D-2564. Solvent weld primer meeting ASTM F-656 is required when solvent weld PVC is used.
	High Density Polyethylene (HDPE) 1-1/4" – 6" dia.	Must be manufactured in accordance with ANSI/AWWA C901 and meet ASTM D3035, ASTM F714 SDR 11.as a minimum. Joints shall be Standard Mechanical HDPE couplings or fusion welding conforming to ASTM D3261 and debeadinging of any extrusions into the pipe interior. HDPE is allowed on approval of the Director. Joining of plain-end pipes shall be by butt fusion per PPI TR-33. Inserted Stiffeners are required when using mechanical couplings. No inside extrusion of the welded joint is allowed that can cause flow restriction (debeading required). Min. wall thickness SDR11. Manufactured in accordance with ANSI/AWWA C901, ASTM D3035.

Pressurized Sewers	Ductile Iron >3" dia. PVC Pipe / Schedule 80 1-1/4" to 3" High Density Polyethylene (HDPE) 1-1/4" – 6" dia.	D.I. Pipe for pressure sewers shall conform to ANSI/AWWA C150/A21.51. Joints and method of joint restraint shall be determined by anticipated pressure conditions must meet City of Spokane (CoS) Standard Specs Div. 7 (GSP) or as approved by the Director. ASTM D 1785 meeting Class 200 with fittings per ASTM D 2467 and D 2467 is acceptable. Pipe must be solid-wall. Cellular core pipe is not acceptable. Must be manufactured in accordance with ANSI/AWWA C901 and meet ASTM D3035, ASTM F714, DR 11 as a minimum. Joints shall be Standard Mechanical HDPE couplings or fusion welding conforming to ASTM D3261 and require debeading of any extrusions into the pipe interior. HDPE is allowed on approval of the Director Joining of plain-end pipes shall be by butt fusion per PPI TR-33. Inserted Stiffeners are required when using mechanical couplings. No inside extrusion of the welded joint is allowed that can cause flow restriction*. Min. wall thickness DR11. Manufactured in accordance with ANSI/AWWA C901, ASTM D3035.

* debeading is required as industry generally is accomplished on 3.5" and larger (as of 2023), but shall be done on all sizes as technology becomes commercially available.

NOTE: All non-metallic pipe shall be buried with 12 ga. copper insulated tracer wire taped to pipe at 10' intervals and protruding to surface at foundations, cleanouts, end of pipe markers, force main markers and manholes for utility locating.

SOLVENT CEMENT (GLUE) POLICY & SPECIFICATIONS

Solvent welded pipe & Fittings are allowed only in the following circumstances:

- For cleanout risers.
- When connecting ABS pipe to PVC pipe with a solvent weld transition coupling.
- When connecting PVC pipe to ABS-type backwater valve.
- On straight-run bored sections of pipe.
- On pressure sewer lines.

Approved cements for specific material connections:

- PVC to PVC; Glue meeting ASTM D-2564, NSF and UPC approved. Must be applied with purple PVC Solvent Weld Primer meeting ASTM F-656. Must be installed in conformance with ASTM D-2855.
- ABS to ABS; Glue meeting ASTM D-2235, NSF and UPC approved. Must be installed in conformance with ASTM D-2661.
- ABS to PVC with glue transition coupler (for use with ABS to PVC glue-type transition couplers); Glue meeting ASTM D-3138 (green in color), NSF and UPC approved. Viscosity minimum 700 CPS. Must be installed in conformance with ASTM D-2661.

SIDE SEWER INSTALLATION SPECIFICATIONS

Installation of all acceptable pipe, whether gasket or solvent weld, shall be in strict accordance to the City of Spokane specifications and in strict accordance with manufacturer's specifications and recommendations as specified by the following ASTM numbers. Where discrepancies between specifications occur, the Director shall make a determination of which requirement to follow:

- D2321 Procedure for installation of PVC plastic pipe.
- D2855 Procedure for making solvent cement joints.
- D2235 ABS solvent cement specifications.
- D2321 Underground Installation for Sewers

The installer shall field locate the point of connection (sewer stub or dry side sewer) and confirm the elevation prior to any other excavation. The installer shall make a reasonable attempt to confirm that the sewer stub and/or dry side sewer is unobstructed and has appropriate grade.

The installer is responsible for connecting ALL wastewater drains to the sewer existing and newly installed. Floor drains may not be required to be connected to the public sewer if their sole purpose is to receive potable water which emanates from the buildings plumbing system, if allowed by the Uniform Plumbing Codes. It is a violation of the City of Spokane Municipal Code to discharge or cause to be discharged any storm sewage or storm water into a sanitary sewer. SMC 13.03A.0201

BEDDING THE PIPE: (Standard Plans A-1 – A-3) Side sewers and Private sewers shall be laid on a firm bedding throughout the length of the pipe on approved material. Approved bedding material shall be provided and compacted as specified for Pipe Zone in the Standard Plans except that a compacted layer two to six inches thick beneath the pipe, six inches each side of the pipe and six inches over the top of the pipe may be used. Additional bedding may be necessary to protect the pipe during installation and backfilling operations. Bedding material shall not be clay or silty soil or contain organic material such as sod or wood and shall not contain stone larger than 3/4". Because Pea Gravel does not provide stable support, it shall not be used for bedding material.

PIPE GRADE (SLOPE) AND ALIGNMENT: Side sewer pipe shall be installed in smooth alignment which maintains flow velocities and with uniform slope between approved fittings. The minimum slope for 4" & 6" diameter pipe is 1/4 inch/foot (2% grade). With the approval of the Director, gravity sewer pipe may be installed with a minimum slope of 1/8 inch/foot (1% grade) provided the pipe grade is set or checked by utilizing a surveyor's level.

MINIMUM PIPE SIZE**:** Gravity side sewers serving single family or duplex structures shall be minimum four- inch (4") inside diameter. Side sewers serving more than two (2) single family residential units and ALL commercial structures shall be minimum six-inch (6") inside diameter. Pressure side sewers shall be 1.25" inch minimum diameter if a grinder pump is used and 2" if typical ejector pump is used. Specific pipe diameter should be determined in conjunction with estimated flows and if applicable, the design of the pumping system.

THE TRENCH shall comply with Labor and Industries safety standards. Groundwater must be removed from the trench during the pipe laying process and disposed of on-site in accordance with the Spokane Regional Stormwater Manual Trench width shall be wide enough to insure proper bedding.

METHOD: Sewers may be installed by either open trench installation or by utilizing boring methods. The installer is required to have all appropriate tools and a grade-checking instrument on the job site. All pipes installed by open ditch or boring methods shall maintain proper pipe slopes as defined above.

Where practical, sewer pipe shall be installed in a manner that provides gravity drainage from the building to the public sewer. Gravity flow sewers shall have a minimum of two feet of cover over the top of pipe to surface level *except where* driveways, parking lots, public streets, or where vehicular travel passes over. Where vehicular travel passes over gravity sewers, the pipe shall have a minimum cover of 3.5 feet, unless otherwise provided in City Design Standards. The pipe shall be installed with the bell end upstream (toward the structure). Refer to City Design Standard 4.3 Side Sewers for additional requirements. Pipe shall be installed with markings or letterings readily visible to the inspector.

- Side sewers shall also be installed with a 12 ga. insulated copper tracer wire affixed every 10' along its full length and up to the ground surface, e.g. building foundation, at sewer cleanouts, and other related surface features.

Pressure side sewers shall have a minimum three feet (3') in all areas of cover over top of pipe, and must be installed below water lines. When laying pressure pipe, pipe deflection shall be accomplished in the pipe length, not at the joint. Maximum deflection shall be in accordance with the pipe manufactures recommendations.

Foreign material shall be kept out of pipe and joining surfaces. The installer is responsible for sewer line cleaning which includes cleaning the public sewer main if debris enters the public pipe as a result of their work.

Pipe may be installed through the existing openings of a septic tank in the following manner:

- The septic tank shall be completely pumped and filled and compacted as per State and local sewage container abandonment standards as per Spokane Regional Health District. Pipes placed in this manner must be bedded properly to prevent settlement.
- The pipe must be a straight, continuous piece. No joints are permitted within the tank and Schedule 80 used for this section of side sewer. Ductile Iron and Concrete can be used.

LOCATION: Due to limited accuracy of mapped property lines, provision for safe excavation trench, water main separation distances (Std. Plans A series), *continuation of sewer collector/mains to facilitate side sewers shall be installed in the right of way and extend at least 10 linear feet past the first property line of the last parcel to be served (unless longer distance required otherwise)* in order to accommodate MH installations per City Design Standard 4.3-4 and side sewer alignment. Horizontal alignment of side sewers from the property line to sewer main should generally be perpendicular to the main, when possible, to facilitate utility locates.

In compliance with SMC 13.03, when sewer is being installed adjacent to properties (even if not a part of the project) necessitating the extension of sewer, side sewer stubs must be provided to each of those properties. When parcel areas are greater than ½ acre, a 6" diameter stub shall be provided with the sewer main.

- The side sewer stubs shall be installed deep enough to permit a gravity connection of all sewage facilities on the property, if practicable.
- The property owners shall be contacted for their input regarding preferred side sewer stub locations and needs for future development. Documentation confirming this effort shall be provided to the Development Services Center (cc: Wastewater Management Department). The final location, size, and number of side sewer stubs are subject to approval by the Wastewater Management Department. If no response from the property owner is given within a reasonable time such as 1 month, a 6" diameter stub shall be stubbed within 10 horizontal feet of the downstream-most corner of the property.

Individual side sewers shall be provided separately to each sellable lot regardless of common ownership. Individual side sewers should avoid crossing other parcels to help avoid conflicts, claims, and ambiguities about owner responsibility for maintenance, repair and damages when problems occur on joint/shared side sewers.

Potential Exceptions or Factors to Consider for Individual Side Sewers, Joint Side Sewers and crossing property lines:

a. Multi-family structures such as duplexes, triplexes, etc. and apartments that share a contiguous structure.
b. Creation of new lots with inadequate frontage on a right-of-way, such as a Unit Lot Subdivision, subject to the following conditions:
    a. Individual side sewers shall be located in an easement;
    b. Joint private sewers shall be located in an easement or shared access/driveway owned and maintained by an Home Owners Association (H.O.A.) or Planned Unit Development (P.U.D.);
    c. Joint private sewers require authorization from Wastewater Department.
    d. Placement of a side sewer underneath a driveway is discouraged, but not prohibited.
c. Lack of an accessible public sewer adjacent to the parcel where physical or geological obstructions exist, or in infill development where extension of the public sewer would be cost-prohibitive, subject to the following conditions:
    a. Side sewers shall be located in an easement;
    b. Long connections are subject to additional approvals and connection fees per SMC 13.03.0730.
d. Extreme topography that makes a direct connection infeasible.
e. Existing development and lot configurations that make a separate connection impractical or where crossing a property line is unavoidable.
f. Prevention or correction of a health or safety hazard.

All exceptions shall be approved by the Director and be recorded with the Spokane County Auditor's Office.

PIPE FITTINGS & CONNECTIONS
Refer to the attached Standard Plans

For gravity side sewers:

- Vertical drops and Angle-downs shall be accomplished using approved fittings and regulation standards.
- All changes of direction shall be made with twenty-two and one-half degree (22-1/2°), eleven and a quarter degree (11-1/4°) or forty-five-degree (45°) bends, wye branch or a combination of wye branch and bends. Ninety-degree (90°) bends are NOT ALLOWED in the flow line.
- Straight and sanitary tees are NOT ALLOWED.
- Stacking fittings in opposing directions (swinging joints) in the flow line are NOT ALLOWED.
- Stacking fittings on a horizontal plane in the flow line is NOT ALLOWED unless a twelve -inch (12") in length minimum spacer pipe is inserted between the fittings (note: a spacer pipe is not required for wye combination connections or for cleanout riser pipe assemblies).
- Stacking fittings on a vertical step not exceeding sixty-eight degrees (68°) utilizing a twenty-two and one half degree (22-1/2°) fitting and a forty-five-degree (45°) fitting is ALLOWED (note: See Cleanouts).
- Connections to sewer main collectors that are Cured in Place Pipe (CIPP) must carefully remove enough of the host pipe to make a gasketed/sealed direct connect to the CIPP liner.

- Spacing of side sewer connections along the sewer main shall be minimum 5 feet on center for the same side to allow future repair without impacting adjacent/parallel services.
- Belly Agreement is required and must be signed by the property owner at the time of the inspection.
- The manufacturer's installation specifications and recommendations shall be followed.

For pressure side sewers (outside the pump chamber):

- Solvent Weld Pipe: Ninety degree (90°) fittings are not allowed. 45° fittings on horizontal runs need to have minimum 2' of straight pipe between bends.
- All fittings shall be of the same specifications as the pipe to which they are being connected. The manufacturer's installation specifications and recommendations shall be followed.

CONNECTING TO THE SIDE SEWER STUB
Refer to the attached Standard Plans

Prior to making connection to the side sewer stub, the installer shall:

- Confirm that connection will be made to the side sewer stub designated for the property. When multiple stubs are located in close proximity; the Installer shall coordinate with the City of Spokane Wastewater Department to ensure that the appropriate stub is used in the connection.
- Verify that the elevation of the stub is appropriate to provide gravity drainage from the building drain.
- Check that the stub has proper grade and that the piping is unobstructed and sound.

Pressure side sewer connection directly to a public main is NOT ALLOWED. Pressure side sewer connections to a gravity side sewer stub shall be made at the right-of-way/property line by a solvent weld adaptor with cleanout, dispersion box, or manhole. Clean-outs shall be of the same size as the downstream gravity pipe. A manhole may be preferred at this connection if appropriate as determined by Wastewater Department.

CONNECTING TO THE BUILDING DRAIN

The gravity side sewer shall only connect to Cast Iron, ABS or D3034 SDR 35 PVC building drains. If the building drain is by pressure, connection shall be made as required per building code and manufacturers recommendations.
CONNECTION TO ANY OTHER PIPE TYPE MATERIAL REQUIRES PRIOR APPROVAL FROM THE CITY OF SPOKANE WASTEWATER DEPARTMENT. It is the installer's responsibility to check that the building drain(s) piping is in good condition, has sufficient grade and that the piping is unobstructed. If the building drain(s) piping is defective and cannot be repaired or is made of unapproved pipe material, replacement with an approved pipe material is required prior to connecting to the side sewer.

Connection to existing gravity building drain(s) piping shall be made with a flexible clamp type coupling meeting ASTM C1173 and C564. Solvent weld adaptors for ABS to PVC pipe connections are acceptable, provided that the manufacturer's solvent cement and joint preparation specifications are followed. Adaptors which have gaskets designed for ABS to PVC pipe connections are acceptable. **PVC-to-PVC pipe connections must be made with PVC couplers or fittings with acceptable gaskets.**

If connecting to a dry side sewer, the installer shall check for allowable pipe material type, proper grade and that the dry side sewer is unobstructed and sound without cracks or missing pieces prior to making the building drain or sewer stub connection.

TRANSITION COUPLINGS & FITTINGS

All transition fittings, couplings and donuts must be factory manufactured and specifically designed for the specific situation. Such as "Strong Back" type with a stainless steel support ring

- Rubber fittings and donuts shall be Elastomeric type with series 300 stainless steel clamps install per the manufacturer's specifications.
- For PVC-to-PVC connections, only PVC fittings and couplings are permitted. **No shielded rubber couplers are allowed.**
- For PVC to ABS connections, use PVC to ABS transition coupler with approved transition glue or a shielded rubber coupler. **Shielded rubber couplers are allowed ONLY at the building drain connection.**

BACKFILLING AND COMPACTING THE TRENCH

The trench shall not be backfilled until the pipe installation has passed inspection by the City of Spokane Wastewater Department. The installer shall take adequate precautions to protect the pipe from breakage or crushing from large rocks. If concrete or asphalt surfacing will be installed over the trench area, the backfill material must be placed in 6" thick lifts and each lift compacted with appropriate compacting equipment. The soil should be moist, not wet, to facilitate compaction. **Backfilling and compaction must be sufficient to prevent settling of the trench and or pipe from the approved grade.**

DRY SIDE SEWERS

Dry side sewers shall be installed under the same requirements as live gravity or pressure sewers.

The dry side sewer shall be installed to allow the future removal of existing wastewater pump(s) where possible. Dry side sewers terminating inside the structure may be installed into a pump chamber (basin).

When a dry side sewer is required by the City of Spokane Wastewater Department, it shall extend to the right-of-way. It may be necessary to install the sewer pipe beneath other utilities to meet this requirement. It is the responsibility of the installer to have the property line clearly identified. Dry side sewers with less than **six feet (6')** of cover installed in a utility easement shall include warning tape indicating buried sewer. The warning tape shall be placed **18" to 30"** above the dry side sewer pipe and extend from the end of the pipe to a point past the easement boundary. Dry side sewers shall also be installed with a 12 ga. insulated tracer wire affixed every 10' along its full length and up the surface the building foundation and at cleanouts.

Both ends of the dry side sewer shall have approved removable caps or plugs installed. The downstream end of the dry side sewer shall be marked with a length of a treated two by four wood with galvanized wire or rebar attached to the top for locating. The two by four shall be set vertical at the end of the dry sewer with the top end terminating within **6" inches** of finished grade.

There shall be a minimum of three feet (3') horizontal separation between parallel building drain piping and the dry side sewer to allow for an approved future reversal type of connection. The dry side sewer must be installed at a depth that permits a minimum two percent (2%) slope from the building drain to the dry side sewer.

CLEANOUTS

Refer to attached Standard Plan Z-104a

REQUIRED LOCATIONS:

Cleanouts are required at the following locations along the pipeline:

- When there is a change in direction of ninety degrees (90°) or greater utilizing two or more fittings with less than 3 feet of connecting pipe between them.
- When the cumulative change in direction exceeding one hundred thirty-five degrees (135°) along any length of pipe without a cleanout. This includes vertical step downs and horizontal piping to the entry point of the side sewer stub into the sewer main.
- When a single 45 degree (45) is used
- At the building connection within three feet of the exterior face of the building foundation unless the required location would place the cleanout beneath a deck or patio, in which case the cleanout shall be installed within three (3') feet of the edge of the deck or patio.
- The distance between cleanouts in a straight run of pipe shall not exceed one hundred feet (100') including the height of the upstream cleanout riser.
    - If the overall distance is greater than 300', a standard CoS manhole is required.
- At the connection point of dissimilar pipe sizes and shall be of the larger pipe size.
- At the connection point of a pressure sewer into a gravity sewer. The cleanout access shall be the same size as the gravity sewer.
- Immediately downstream of an external backwater valve. An external backwater valve without the riser extension is acceptable as a limited range cleanout.
- At vertical drop type pipe connections

INSTALLATION REQUIREMENTS

- The connection of the cleanout riser to the building sewer shall be made with only wye or forty five degree (45°) or 22-1/2° fittings. Straight or sanitary tees are not allowed. Ninety degree (90°) elbows are not allowed.
- Reverse or Two-Way cleanouts may be required due to site constraints that prohibit standard cleanout placement.
- The top of the cleanout riser shall be within six inches (6") of the casting cover or ground surface.
- All cleanouts shall have approved removable caps or plugs manufactured specifically for connection to the approved pipe. Approved caps or plugs shall be easily removed and replaced inside the casting or cover.
- All cleanouts on commercial property are required to be surface accessible with approved castings or covers.
- All cleanouts located in driveways or other traveled areas (including but not limited to bare earth, gravel or paved) are required to be surface accessible within a traffic rated casting.
- Standard Plan Z-104 which has a standard manhole lid is appropriate for use in areas that have potential to have small lids (like Z-104a) get lost in tall grasses & weedy areas for easier locating.
- A monitoring port (double sweep tee, same size vertical pipe, and cleanout lid at the surface) may be required to be installed at property line in certain circumstances for visual inspection or monitoring of the side sewer flows as requested by Wastewater Management Department.

BACKWATER VALVES

When the flood-level rim of a fixture (see definitions) is below the rim elevation of the next upstream sewer manhole, the drainage pipe serving that fixture shall be protected from sewage backflow with an approved type of backwater valve. Fixtures with rim elevations above this elevation shall not discharge through *this* backwater valve. If installation of the required backwater valve in such a manner is not practical, the backwater valve may be installed downstream of the confluence of the upper and lower level drainage piping *with the approval* of the Director. For duplexes and Multi-family buildings, separate backwater valves must be installed as described above for each dwelling unit connected to a jointly-used building drain to prevent sewage from one dwelling unit from backing up into a separate dwelling unit.

- Backwater valves are required for
    - parcels located within Areas of Drainage Concern (ref: Spokane Municipal Code and Comprehensive Plan) and
    - in Combined Sewer basins, and
    - for side sewers serving mobile homes or any house that does not have multiple roof vents. This will avoid impact plumbing fixtures from large air volumes during maintenance and jet rodding of sewer mains.

The backwater valve must be readily surface accessible for inspection, maintenance and repair. A watertight housing shall surround the backwater valve and have an adequately sized lid to provide access. The housing shall be supported by a concrete pad or blocks and installed in such a manner that it will not rest or settle on the sewer pipe. Installing the housing to one side of the backwater valve (offset) will facilitate better access. A traffic rated housing is required for installations in traveled areas.

A concrete block of adequate size shall be positioned under the backwater valve for support. Backwater valves shall have cast iron, plastic, or brass bodies, non-corrosive bearings, seats and self-aligning discs, that are serviceable from the access lid, and constructed to insure a positive mechanical seal which remains closed except when discharging wastewater.

INSTALLING SIDE SEWERS USING THE BORING METHOD

- Solvent weld pipe joints are allowed in the straight pipe run sections of the bored pipe.
- Bored pipe may be sleeved within Schedule 40 PVC casing pipe to reduce friction drag.
- Three feet (3') horizontal separation is required between the building drain and the bored portion of piping to allow for an acceptable smooth sweep connection.
- It is the responsibility of the installer to aim the boring tool at the sewer stub in such a fashion to allow connections as per these regulations to be made.
- The minimum grade allowed for bored side sewers is ¼ inch per foot or 2% grade. The installer will be required to excavate and relay to an acceptable slope any portion of bored sewer with insufficient grade. The relayed and connection points to buried sewer shall be left uncovered for inspection. If the connection point is within five-feet (5') of the structure the installer may be required to install an outside cleanout at this point.
- All bored side sewers shall be tested for acceptance. A Belly Agreement is required and must be signed by the property owner at the time of the inspection. Contractor must run water in the line and camera the line with the inspector present at the time of inspection. (See Testing Requirements and Procedure).

TESTING REQUIREMENTS AND PROCEDURE

Any segment of a side sewer installed by the boring method which has pipe joints within the bored portion is required to be tested. Multiple bored sections shall be tested independently.

Pressure sewer lines constructed with PVC pipe are required to be tested. Pressure sewer lines constructed with HDPE and have no pipe joints between the connection at the pump and the point of connection to the curb stop or gravity sewer stub are not required to be tested. Pressure pipes with fused butt joints must be tested.

The City of Spokane reserves the right to require sewer pipe testing for non-typical installations or in the opinion of the inspector it is warranted.

The Installer shall furnish all labor, materials, tools and equipment necessary to conduct the required test, clean the sewer lines and perform all incidental work. The installer is responsible for the repair of any damage which may be incurred from the testing process. All tests shall be made in the presence of the City of Spokane Wastewater inspector. The inspector may require the sewer to be tested after backfill.

EXFILTRATION METHOD FOR TESTING GRAVITY FLOW PIPE:

1. Sewers shall be cleaned prior to testing.
2. A riser pipe shall be installed six feet (6') above the crown at the upper end of the test section.
3. The length of sewer being tested shall be limited so that the pressure at the lower end of the test section does not exceed sixteen feet (16') of head above the invert at the lower end.
4. The lower end of the test section shall be plugged to withstand the test pressure and shall have a readily removable plug.
5. All wyes, tees, stubs and risers shall be plugged to withstand test pressure and shall have readily removable caps or plugs.
6. The test section shall be filled with clear water from the upper end only.
7. Test time is fifteen (15) minutes. NO LEAKAGE IS ALLOWED.
8. The inspector shall observe the release of the test water.
9. Test water shall drain quickly, completely and be free of any dirt or debris.

TESTING SEWERS INSTALLED BY THE BORING METHED

1. Bored sections of the sewer shall be tested using the exfiltration method described above.
2. The inspector shall observe the release of the test water.
3. Test water shall drain quickly, completely and be free of any dirt or debris.
4. The bored sewer line may be required to be visually inspected to verify accuracy of alignment, standing water/grade problem, debris or obstructions. The full diameter of the bored section shall be visible when viewed from the upper or lower ends using lights and mirrors (lamping). A video inspection at the expense of the installer may be required in cases where lamping cannot provide an acceptable visual inspection. If bellies or low spots in the opinion of the inspector are observed, that portion of the line shall be excavated and relayed to provide proper grade of the pipe as defined above.

LOW PRESSURE AIR TEST METHOD

The Director may approve a low-pressure air test in lieu of the exfiltration method for gravity and pressure pipe. The tested section shall hold 3.5 psi pressure (gauge) for two (2) minutes minimum with NO leakage loss. The inspector shall witness the filling and discharge of air into the pipe. In addition, an empty container with a minimum volume of one gallon shall be placed at the lower end of the bored pipe to collect any water leaking out of the pipe. One (1) gallon of water shall be poured into the upper end of the test section. The full amount of water poured in must discharge into the container. The inspector shall observe the release of the test water. The test water shall drain quickly, completely and be free of any dirt or debris.

BELLY AGREEMENT: Agreements for existing sewers installed by boring or Cured in Place Pipe (CIPP): Belly Agreement is required and must be signed by the property owner at the time of the inspection. Contractor must run water in the line and camera the line with the inspector present at the time of inspection. Sample Belly Agreement format contained in Attachment A.

SEPTIC TANK/WASTE WATER RECEPTACLE ABANDONMENT

Septic tanks and other on-site wastewater receptacles removed from service as part of a connection to the City of Spokane sewer system are required to be abandoned in accordance with the regulations set by the Spokane Regional Health District per the following standards:

1. When the connection to public sewer is accomplished with only work inside the structure (interior dry sewer connection), septic tank abandonment shall be inspected by City of Spokane Wastewater Department.

   The City of Spokane Wastewater Department will perform septic tank/receptacle abandonment inspections if they are done at the same time as the sewer connection inspection. All other tank abandonment inspections shall be performed by the Spokane Regional Health District (SRHD). The Health Districts phone number is (509) 324-1560. The SRHD's permit and fees for septic tank / receptacle abandonment are in addition to the sewer connection permit fees charged by the City of Spokane Developer Services Department.

   The contents of the tank/receptacle (wastewater and solids) shall be completely removed and hauled offsite by a commercial pumper licensed by SRHD.

   - **IN NO CASE SHALL THE CONTENTS OF THE SEPTIC TANK BE DISCHARGED INTO THE CITY OF SPOKANE WASTEWATER SYSTEM.**

2. After removal of the contents, the septic tank(s)/receptacle(s) shall be abandoned under one (1) of the three (3) options below:
   1) Remove the tank(s)/receptacle(s) and transport it to an approved disposal site; or
   2) Thoroughly collapse/crush the tank(s)/receptacle(s) in place. The top and sides must be broken up into pieces, and the area shall be filled with compacted native soil or fill material; or
   3) Fill the chamber(s)/compartment(s) with pea gravel. All fill materials must be reasonably dry. Frozen material is not acceptable. Risers are to be removed prior to filling the tank(s)/receptacle(s). Holes must be placed in the bottom of the existing tank being abandoned to prevent water ponding.

3. The time limit to complete abandonment is seven (7) days after final connection to sewer and or in accordance with the Spokane County Department of Health. Improperly abandoned septic tank(s)/receptacle(s) are subject to a re-inspection fee. (SMC 08.02.037).
4. City of Spokane Wastewater Department has the right to defer the re-inspection to the SRHD, upon which applicable fees and permits required by the SRHD for re-inspection shall be due to the SRHD. If site conditions prevent proper septic tank/receptacle abandonment, the property owner may apply for a waiver from SRHD.

PRIVATE LOW PRESSURE PUMP SYSTEMS

THE FOLLOWING SPECIFICATIONS APPLY TO PRIVATELY-OWNED PUMP SYSTEMS

INSTALLED OUTSIDE OF THE BUILDING(S) BEING SERVED. PUMP SYSTEMS INSTALLED WITHIN THE BUILDING(S) SHALL MEET THE REQUIREMENTS OF THE BUILDING DEPARTMENT OF THE JURISDICTION HAVING AUTHORITY

Wherever practicable, plumbing fixtures shall be drained to the public sewer by gravity. If a building's upper-level floors can connect by gravity to the public sewer but lower levels cannot, wastewater from lower level fixtures shall be pumped and discharged into the upper level plumbing.

The Director shall make the final determination to allow the pump system. The installer and/or the pump supplier shall be responsible for the design and construction of the pump system. Requirements for various components of the pump system shall include the following:

1. SIZE AND TYPE OF PUMPS

For systems where sewage is being pumped from the building into a gravity side sewer, a sewage (ejector) pump may be used. The pump shall be capable of passing a one and one-half inch (1-1/2") diameter solid ball and the discharge piping of each pump shall have a backwater valve and gate valve and be not less than two inches (2") in diameter. If grinder style pumps used, minimum size is 1.25"

For systems where sewage is being pumped into a pressurized side sewer, a grinder pump shall be used. The discharge piping shall be sized in accordance with the manufacturer's instructions and shall not be less than one and one-fourth inches (1-1/4") in diameter. A check valve and full way-type shutoff valve shall be located within the discharge line.

All mechanical components of the pump(s) shall be rated for use with sewage. The inlet port of the pump(s) shall be at least two inches (2") above the bottom of the pump chamber (basin).

2. DUPLEX PUMP SYSTEMS – WHEN RECOMMENDED OR REQUIRED

For properties that will be pumping five hundred (500) gallons or more per day, the property owner should consider installing a duplex pump system for added reliability and protection. The pumps shall alternate with each pump cycle and in cases of high flow, both pumps can operate simultaneously. All duplex pump systems require an engineered design and stamped by a Professional Engineer Licensed in the State of Washington. In some cases, the Director can require that the pump system installed shall be a duplex system. These pumps must follow the City of Spokane Private pump station design standards, and the Department of Ecology State of Washington "Criteria for Sewage Works Design, (water Quality Program) "known as the "Orange Book."

3. PUMP CONTROLS and ALARMS

The automatic switching mechanisms shall be adjustable mercury-float type, mechanical type or ultrasonic-type. Control mechanisms and corresponding alarms shall include the following set points:

- "High Level" indicating a high liquid level in the pump chamber (basin). The high-level float switch shall be adjusted in the pump chamber (basin) such that it activates the alarm when the liquid level in the pump chamber (basin) is no less than one inch below the invert elevation of the inlet pipe.
- "Pump on" float switch shall be adjusted to activate the pump at a predetermined liquid level.
- "Pump Off" low-level float switch shall be adjusted to deactivate the pump at a predetermined liquid draw down level.
- "Redundant Pump Off' switch is a secondary pump off switch that should guarantee the pump is always submerged.
- Alarms must be on an electrical circuit separate from the pump power circuit.

4. PUMP CHAMBER

The pump chamber, or pump basin, is the vessel into which the sewage or ejector pump and various pipe and components are installed. Sewage from the buildings plumbing system is discharged into the pump chamber.

Pump chambers may be installed either inside or outside the building. Inside installations shall meet the requirements of the Building Department of the jurisdiction having authority. The City of Spokane Wastewater Department or the Engineering Field Office depending on size, shall inspect pump chambers and assemblies installed outside the structure. Pump assemblies and installations shall meet or exceed the requirements listed in this handbook.

The pump chamber, including its access cover or lid, shall be watertight construction of fiberglass, noncorrosive metals, reinforced concrete or other approved material. The access cover or lid shall be at least three inches (3") above the surrounding ground surface and secured in a manner to prevent unauthorized access. The cover or lid shall have a neoprene type seal or other approved material to prevent the infiltration of water into the chamber.

The pump chamber must be properly sized to ensure the pump does not short cycle and cause premature pump failure. The chamber must be vented to atmosphere with a minimum two-inch (2") diameter vent.

5. UTILIZING THE EXISTING SEPTIC TANK TO HOUSE THE PUMP

Under special circumstances *and with approval of the Director*, one chamber of the emptied and cleaned septic tank MAY be utilized to house the sewage pump assembly. However, in addition to other requirements of this section, the following modifications must be done to the septic tank:

- The pump must be installed within a watertight sump separate from the septic tank. The septic tank chamber shall not be used as the pump basin unless the Director determines that the anticipated sewage flow is large enough to require the larger volume of the septic tank chamber.
- The annular space around the pump chamber to the septic tank walls must be filled with concrete at least 10" deep to prevent movement of the pump.
- The septic tank chamber containing the pump must be sealed off from the other chambers of the septic tank with concrete or non-shrink grout.
- The tank must be accessible from the ground surface without digging.
- Holes must be drilled through the existing septic tank in unused portion of tank in areas where surface or groundwater could collect such that the intrusion water does not pool.

Consideration should be given to the cost of modifying the existing tank versus installation of a new pump structure.

6. PIPING and CONNECTIONS INSIDE THE PUMP CHAMBER

The pump shall be installed to allow for easy removal for repairs. An accessible gate valve or ball valve and quick disconnects for both electrical and discharge piping shall be provided to facilitate removal of the pump from the pump chamber. The valve or its control, shall be located above the high liquid level depth, or located outside the chamber in a secured valve box with above ground accessibility. The pump(s) may be tethered using a minimum quarter-inch (1/4") poly type rope (or an equivalent as approved by the Director) doubled and secured to the pump(s) and to a point above the high liquid level in the pump chamber (basin). The pump(s) shall be provided with an accessible check valve located above the "pump on" liquid level and shall be the type approved for the application and rated to withstand expected backpressure. All exposed fasteners shall be Series 300 stainless steel. Pump chamber piping shall be minimum schedule 40 PVC with a minimum pressure rating of one hundred fifty pounds per square inch (150 psi). All fittings shall be minimum schedule 40 PVC with the exception of the quick disconnect coupler (union) which shall be schedule 80. All pipe and fitting joining shall be in strict accordance with the manufacturer's specifications and recommendations.

The pipe from the building drain to the pump chamber shall be gasketed PVC meeting ASTM 3034 SDR 35 and a minimum diameter of four inch (4"). The pump chamber (basin) inlet pipe opening shall be sealed or gasketed. Mortar or concrete seals applied to PVC pipe to bond the inlet pipe to concrete pump

chambers are **NOT** allowed; concrete pump chambers shall have cast in place gaskets or seals. All cleanout specifications shall apply.

Check valves shall be cast iron or brass body type. PVC ball check valves **NOT** allowed.

7. PRESSURE PIPE

This is the pipe operating under pressure extending from the pump to the sewer stub. The pipe shall be sized to pump between two and one-half feet per second (2.5 fps) and five feet per second (5 fps), but in no case be less than 1 ¼ inch inside diameter. A minimum of three feet (3') of cover is required over the top of force mains.

Force mains exceeding two hundred (200') feet in length shall require a flushing connection every one hundred (100') feet (See Flushing Connection Specifications). The Director may require an engineered design be submitted.

8. ELECTRICAL CONNECTIONS

The Washington State Department of Labor and Industries Electrical Division shall inspect all electrical components and wiring. Proof of the electrical installation approval must be submitted to the Director.

9. PUMP TESTS

A pump cycle test is required for commercial and residential installations. The following operational aspects of the pump shall be tested:

- The pump turns on when liquid meets the high set point.
- The pump turns off when liquid meets the low set point.
- The alarm is activated when the liquid exceeds the high set point and the pump does not turn on. The pump test shall be performed with clean water, not sewage.

GREASE INTERCEPTORS

TYPES OF Fats oils and Grease (F.O.G.)

- **Polar F.O.G.** comes from vegetables or animals. Polar FOG can be found in kitchen sink wash water from a food service business (FSB) that discharges to the sanitary sewer.
- **Non-polar F.O.G.** comes from petroleum or is of mineral origin. An example of non-polar FOG is vehicle oil mixed with wash water from an automated car wash that discharges to the sanitary sewer.

THE FOLLOWING REGULATIONS PERTAIN TO THE INSTALLATION REQUIREMENTS OF GREASE INTERCEPTORS INSTALLED ON THE EXTERIOR OF THE BUILDING OR WITHIN PARKING LEVELS FOR COMMERCIAL APPLICATIONS. GREASE TRAPS INSTALLED WITHIN THE BUILDING(S) SHALL MEET THE REQUIREMENTS OF THE BUILDING DEPARTMENT OF THE JURISDICTION HAVING AUTHORITY. *REFER TO BUILDING CODE FOR INTERIOR GREASE TRAP REQUIREMENTS.*

GREASE INTERCEPTORS SHALL BE INSTALLED AND OPERATED IN ACCORDANCE WITH SECTION 13.03 OF THE CITY OF SPOKANE MUNICIPAL CODE. GREASE INTERCEPTORS SHALL COMPLY WITH THE FOLLOWING DESIGN AND CONSTRUCTION SPECIFICATIONS.

GRAVITY GREASE INTERCEPTORS: Any commercial food facility which generates grease (e.g. (polar F.O.G. or brown grease) waste shall include a grease interceptor as part of their sewer. An approved type grease interceptor complying with the provisions of these regulations shall be installed in the waste line leading from sinks, drains, and other fixtures or equipment in any business or where grease is introduced into the drainage or

sewer pipes in quantities sufficient to create blockage in said pipes. A grease interceptor is not required for individual dwelling units or private living quarters.

In addition to other design requirements, grease interceptors shall comply with the following:

a. Shall be installed outside the structure, easily accessible in all weathers for inspection, cleaning, maintenance and repair of the interceptor.
b. Only waste discharge from the kitchen and cleanup area shall drain into the grease trap. Toilets, urinals, and other similar fixtures shall not drain through the grease trap.
c. Waste shall enter the interceptor only through the inlet pipe.
d. Vents shall be Schedule 40 PVC (not ABS) outside the building.
e. The grease interceptor shall be designed, constructed, and sized in accordance with the current edition of the Uniform Plumbing Code. Refer to: City of Spokane Grease Control Sizing and Installation Policy: *Grease Control Device (GCD) Sizing and Installation Policy (spokanecity.org) (https://static.spokanecity.org/documents/publicworks/wastewater/business/fats-oils-and-grease/grease-control-device-sizing-and-installation-policy.pdf)*
f. Grease interceptor shall be maintained in operating condition by periodic removal of the accumulated grease and latent materials, in accordance with SMC 13.03.0508. Should the City of Spokane determine that a grease interceptor is not being properly maintained or if required by the Pretreatment program, a maintenance program shall be initiated.
g. Access covers, lids and traffic rated interceptors shall conform to the requirements contained in these regulations.

EXISTING GREASE INTERCEPTORS: Existing grease interceptors shall be thoroughly pumped out and cleaned by a licensed septic tank pumper and inspected by City staff prior to the building's connection to the public sewer. A grease interceptor which does not meet City standards must be repaired or replaced prior to the building's connection to the public sewer.

INDUSTRIAL INTERCEPTORS (CLARIFIERS) AND SEPARATORS:

Interceptors (clarifiers) (Including non-polar grease, oil, and sand interceptors (clarifiers), etc.) shall be provided when, in the judgment of the Director or as required by SMC title 13.03 or the Uniform Building code as adopted at the time of construction, when determined necessary, for the proper handling of liquid wastes containing grease, flammable wastes, sand, solids, acid or alkaline substances, or other ingredients harmful to the building drainage system or the public or private sewer system. In addition to other requirements, industrial interceptors and clarifiers shall meet the following standards:

a. The size, type, and location of each interceptor (clarifier) or separator shall be approved by the Wastewater Director in accordance with the City of Spokane Municipal Code. Except where otherwise specifically permitted, no wastes other than those requiring treatment or separation shall be discharged into any interceptor (clarifier).
b. Interceptors (clarifiers) for sand and similar heavy solids shall be so designed and located as to be readily accessible for cleaning and shall have a water seal of not less than six-inches (6").
c. Interceptors (clarifiers) shall be so designed that they will not become air bound if closed covers are used. Each interceptor (clarifier) shall be properly vented.
d. Each interceptor (clarifier) cover shall be readily accessible for servicing and maintaining the interceptor (clarifier) in working and operating condition. The use of ladders or the removal of bulky equipment in order to service interceptors (clarifiers) shall constitute a violation of accessibility. Location of all interceptors (clarifiers) shall be shown on the approved building and sewer plans and the record drawings.

e. Every private or public wash rack and/or floor or slab used for cleaning machinery, vehicles or machine parts shall be adequately protected against storm or surface water and shall drain or discharge into a interceptor (clarifier) of an approved design for this use.
f. Access covers, lids and traffic rated interceptors (clarifiers) and separators shall conform to the requirements contained in these regulations.

OIL / WATER SEPARATORS

Petroleum based (non-polar) oils and grease that can get carried into drainage systems by stormwater runoff (or eventually ends up in a business's wastewater discharge to sewer through a special authorization) need to be routed into an Oil / Water Separator prior to discharge and shall conform to the requirements in SMC 13.03.0508 and BMPs listed in the Pretreatment Program's City of Spokane Pretreatment website under "Documents for Businesses" > "Best Management Practices" > "Fats, Oils and Grease".

a. Oil-Water Fact Sheet for basic Do's and Don'ts: https://static.spokanecity.org/documents/publicworks/wastewater/business/fats-oils-and-grease/oil-water-separator-fact-sheet.pdf

b. Design Sizing, American Petroleum Institute (API): https://static.spokanecity.org/documents/publicworks/wastewater/business/fats-oils-and-grease/oil-water-separator-sizing-reference.pdf

Best Management Practices (BMPs) are described for baffle-type and coalescing-plate-type (CP-type) separators to manage these water insoluble hydrocarbons and settleable solids.

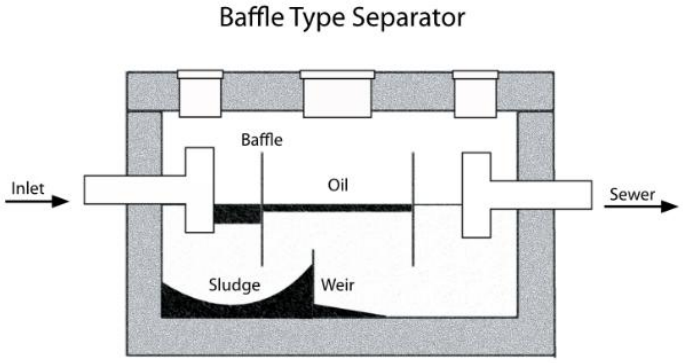
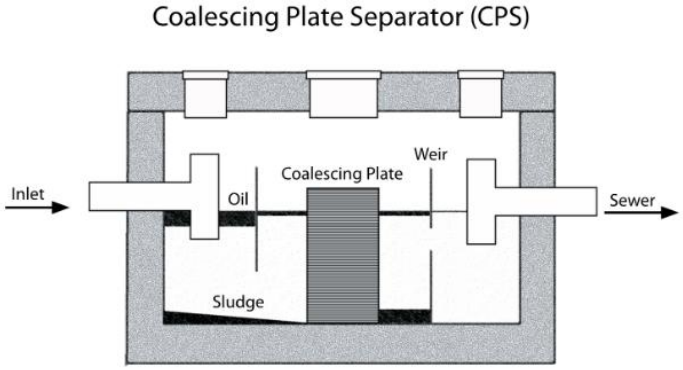


Figure 1



REUSING EXISTING SIDE SEWER SERVICES

Reuse of existing inactive side sewer services must be proven viable and approved by Wastewater Department and will require a Sewer Relay/Repair Permit in addition to the Building Permit:

- Reuse of "Orangeburg "or bituminous fiber pipe is not allowed, and the service must be replaced or lined if good condition and doesn't have bellies in slope.
- Vitrified clay and concrete service pipes can be reused if viable and meet clearances in the building structure section below. Viable is meant to be not damaged or doesn't contain bellies in slope.
  - Cracked but straight pipes (no bellies) can be trenchless replaced, or lined.
  - Otherwise must be replaced open-cut or other standard methods to achieve a sewer service meeting standards.
- Evidence that the existing side sewer has been CCTV inspected for viability and evaluated for condition by licensed contractor or plumber (e.g. copy of CCTV inspection report and recording) must be provided to the City prior to issuance of improvement plans acceptance. The City will not CCTV video the pipe for condition.

BUILDING STRUCTURE CONFLICTS WITH EXISTING SIDE SEWERS

Living units shall not be built over side sewers. Constructing a non-occupied buildings (e.g. car canopy, greenhouse or shed) footing or foundation over an existing sewer service is not recommended and strongly discouraged, and is at the owner's risk. Existing side sewers must be re-routed around permanent occupiable structures (such as houses, auxiliary dwelling unit (ADU), or buildings such as garages that could be converted to living spaces), unless otherwise coordinated with Wastewater Department.

- If existing service is concrete or vitrified clay, the service may not be built over in its current condition. The sewer service shall be lined (e.g. cure-in-place pipe), slip lined, pipe bursting trenchless replacement, or replaced with an acceptable material via open cut excavation prior to footing/foundation construction if it has the required clearance. A sewer specialist (licensed plumbing company or sewer contractor, etc.) should CCTV the interior of service pipe to evaluate the line and provide a recommendation to the owner for lining/bursting, if viable.
- If existing service is cast iron or PVC but more than 15 years old, the service should be CCTV inspected by a sewer specialist (licensed plumbing company or sewer contractor, etc.) to evaluate the line and provide a recommendation to the owner for reuse if viable. Replacement or lining of the sewer service is required if the side sewer is not viable or if the service will not have the required clearance (see section below).
- Relocation of the sewer service may be an option if separation distances can be met (see below). A relocation plan would need to be submitted for review to verify if this option is acceptable.

The following will not require a sewer relay/repair permit and may be viable for reuse or as replacement options for the conditions listed above.

Foundation clearances:

- PVC sewer services in good condition (meeting side sewer installation guidelines) with at least 2 feet of clearance below the footing of the proposed structure may be reused.
- Ductile iron sewer service in good condition with at least 0.5 foot of clearance below the footing of the proposed structure meeting side sewer installation guidelines.

All other scenarios will be looked at on a case-by-case basis.

Separation distances for relocating sewer services and other items to consider:

- For spread/square/column footings, parallel sewer services shall be at least a horizontal distance equal to the *depth* of the service below the base of the footing or 5 feet from footing / outer foundation wall, whichever is greater.
- Water to sewer services clearance separation shall follow City Standard Plan A-Series.
- Sleeving with oversized pipe (similar to Std. Plan A-4) may be an option prior to the construction of the structure where separation distances cannot be achieved.

ABANDONMENT OF SEWER SERVICE

Abandonment of the sewer service requires a permit and inspection by the City of Spokane Wastewater Department. The Department will not discontinue billing of the monthly sewer service fee until the abandonment has been accomplished to the satisfaction of this Department as follows:

1. When a mobile or manufactured home is removed from the site for the purpose of replacement of a newer mobile or manufactured home, the sewer drain pipe within the footprint of the home shall be capped with a glue-on cap manufactured for this specific use.
2. For all other situations, the building sewer shall be cut at a point no more than fifteen feet from the property line where the sewer service line enters the property. The open end of the sewer pipe leading to the public sewer must be plugged or capped immediately with fittings manufactured for this specific purpose.
    a. An End Pipe Marker per spec 7-18.3(5) (or sewer cleanout Std. Plan Z-114a) shall be installed at the property line above the side sewer line for location reference.
    b. End Pipe Marker will consist of a 2 x 4 wooden stake buried in the ground from pipe invert to the ground surface elevation. The top of the 2 x 4 shall be covered in green weatherproof paint and the depth to the side sewer or tee to the tenths of a foot be indicated in black paint. A 1-foot section of #4 rebar shall be attached to the 2 x 4 with galvanized nails (top of the rebar shall be at ground elevation). In addition, a length of 12 gage galvanized wire shall be provided to extend from the plugged end of the side sewer or tee. The upper end shall emerge at the stake.

ADMINISTRATIVE

AUTHORITY: Pursuant to the authority of City of Spokane Municipal Code Ordinance ORD C34122 Section 13.01.0302 effective date of Nov 12th 2007, the Director of the City of Spokane Wastewater Management Department and or the City of Spokane Engineer is authorized to prepare, revise and administer standards, as established by resolution by the City Council. The standards shall be printed in manual form as a "separate" section of the design standards and shall be referred to as the "Side Sewer Installation Handbook". This handbook contains excerpts from the Public Utilities and Services of the Municipal Code (referred to as "SMC" in these regulations) and these excerpts may be enhanced to provide comprehensive standards. [Cross References: SMC chapters 13.03)

ENFORCEMENT: The City of Spokane Wastewater Director shall enforce these regulations and may refer violation cases to the City of Spokane Prosecutor's Office which may initiate enforcement or disciplinary actions or any other legal proceeding authorized by law, including but not limited to any one or a combination of the following:

- Informal administrative conferences, convened at the request of the Director, installer or property owner, to explore facts and resolve problems.
- Formal Administration Hearings, convened at the request of the Director to determine the facts for possible issuance of a Conditional Probationary Order and/or a Cease and Desist Order and its duration. Denial, suspension, modification or revocation of permits, approvals or acceptance.
- Civil or criminal action.

Orders authorized under this section include the following:

- Orders requiring corrective measures necessary to effect compliance with these regulations which may include a compliance schedule.
- Orders to stop work and/or refrain from using any sewer or portion of the sewer or improvements to the sewer.

Enforcement orders issued under this section shall be in writing and shall specify:

- The name of the person(s) to whom the order is directed;
- A description of each action or inaction constituting the violation;
- The required corrective action, if applicable;
- The effective date of the order, with time(s) of compliance;
- The consequences of failure to comply with said corrective action or repeated violations.
    - Such notices may include a statement that continued or repeated violation may result in:
        - Denial, suspension, or revocation of sewer connection permits.
        - Referral to the office of the County Prosecutor or Attorney General.
        - Other appropriate remedies.

Enforcement orders shall be personally served in the manner of service of a summons in a civil action or in a manner showing proof of receipt.

APPEAL PROCEDURE: The Director shall make available an administrative appeals process to consider procedural and technical conflicts arising from the administration of the regulations and establish rules for conducting hearings requested to contest the Director's actions. The Director shall provide notice of a denial, suspension, modification or revocation of a sewer connection permit. A person contesting the Director's decision regarding a sewer permit, approval, acceptance or applied penalties may file a written request for an adjudicative proceeding consistence with the regulations and the ordinance.

DEVIATION OF REGULATIONS WAIVER: Whenever a strict interpretation of these regulations would result in extreme hardship or there are other unusual factors to be considered; as determined by the Director, the Director may waive such regulation or portion thereof, provided that the waiver is consistent with the intent of these regulations and that no public health hazard will result. The Director may require a written waiver request be submitted with all the reasons for granting the waiver stated. Any waiver requests granted must be in writing with all the reasons for granting the waiver stated and shall be attached to the sewer connection report or the appropriate file.

LIABILITY OF THE CITY OF SPOKANE OR ITS EMPLOYEES: This regulation shall not be construed as imposing upon the City of Spokane any liability or responsibility resulting from any defective portion of the side sewer or the installation thereof; nor shall the City of Spokane or its employees be held as assuming any liability or responsibility by reason of the authorized inspection(s).

CONFLICTS: In any case where a provision of these regulations is in conflict with the provisions of any zoning, building, fire, safety, shoreline management or health regulations, law, or City of Spokane ordinance, the provision which established a higher standard or specification or which is more stringent in its requirements shall control.

SEVERABILITY: If any section, subsection, subdivision, sentence, clause or phrase of these regulations is determined by a court of competent jurisdiction to be invalid, unenforceable or unconstitutional, such determination shall not affect the validity of the remaining portions hereof. Further, if it is determined that some or all of these regulations cannot be enforced as to a particular set of circumstances or as to a particular person, the application of the provision to other persons or circumstances shall not be affected.

PUBLIC EMPLOYEES: Obstructing a public servant is a misdemeanor Title 9a.76.180 RCW: Washington Criminal Code. Intimidating a public servant is a Class B felony, Title 9a.76.180 RCW: Washington Criminal Code.

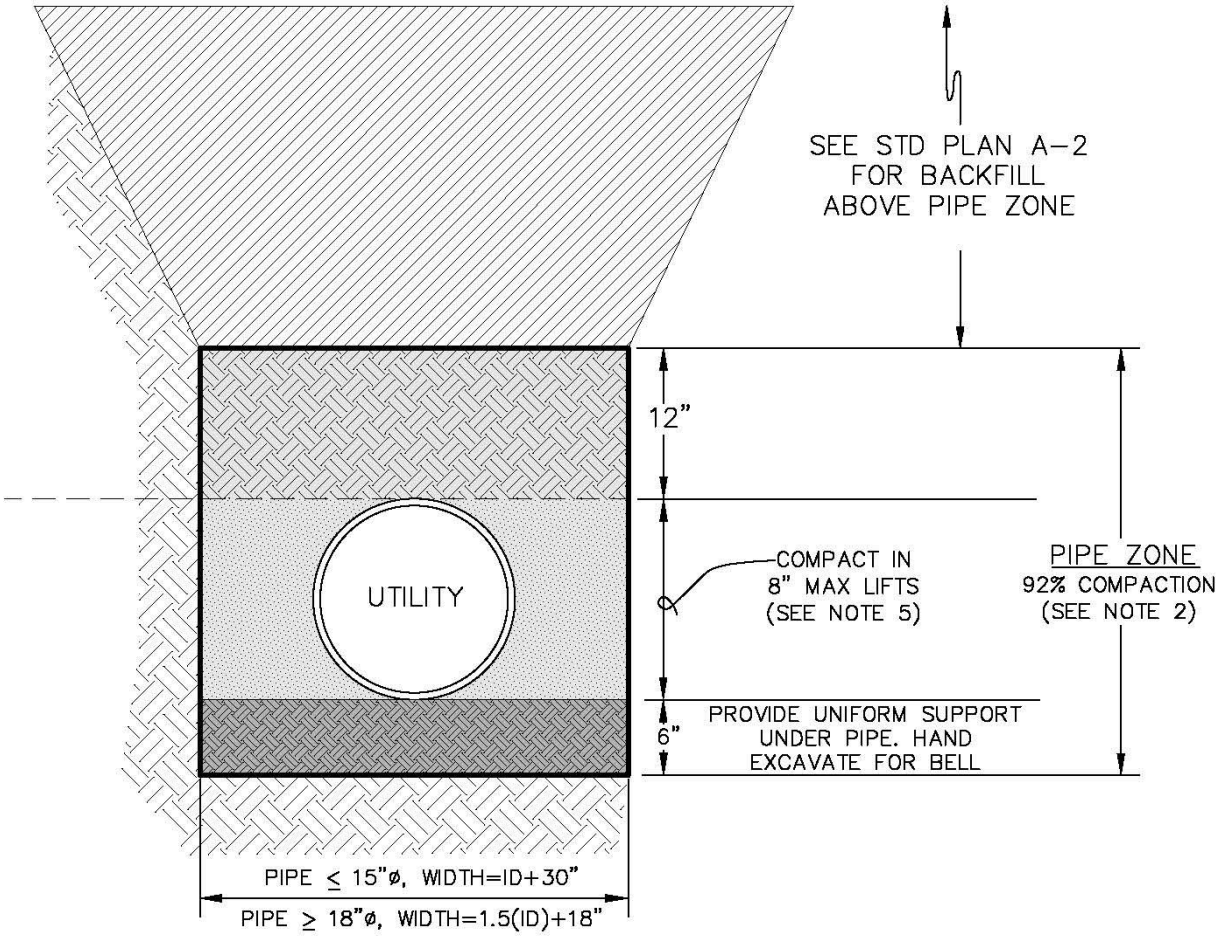
AUTHORIZED INSTALLERS: Construction of sewers shall only be performed by State of Washington licensed and bonded contractors. In the case of private sewers, sewers may also be constructed by the owner of the property to be served by the sewer. Owner installations are subject to the Director's approval. The installer shall be responsible for compliance with the City of Spokane Standards SMC 13.03.0622

APPENDIX A - STANDARD PLANS

Attached Standard Plans are for reference only; please verify that these are the most up to date prior to using them at the Website:

Standard Plans - City of Spokane, Washington (spokanecity.org)

Back to Section A - TOC



NOTES:

1. ALL MATERIAL IN PIPE ZONE INCLUDING 6" BENEATH THE PIPE SHALL CONFORM TO SEC 9-03.12(3) FOR SAND OR NATIVE MATERIAL EXCEPT AS FOLLOWS:

   a) IF ROCK OR GROUND WATER IS PRESENT, PIPE ZONE MATERIAL SHALL BE CSTC PER SEC 9-03.9(3).

   b) FOR RIGID SEWERS, PIPE ZONE MATERIAL ABOVE THE SPRING LINE MAY EITHER BE PER SEC 9-03.12(3), SAND OR NATIVE, OR 9-03.14(1), GRAVEL BORROW, EXCEPT THAT MAX MATERIAL SIZE SHALL BE 1-IN PER 1-FT OF PIPE DIAMETER UP TO A 2" MAX.

2. COMPACTION METHODS IN PIPE ZONE SHALL BE PER SECTION 7-09.3(9).

3. REFER TO 7-08.3(1)C FOR ADDITIONAL REQUIREMENTS.

4. WHERE TRENCH EXCAVATION IS PAID SEPARATELY, PAYMENT LIMITS SHALL BE PER SEC 2-09.4.

5. BEDDING TO BE INSTALLED PER SECTION 7-09.3(9). A LIFT LAYER UP TO A MAXIMUM OF 18 INCHES MAY BE APPROVED BY THE ENGINEER.

APPROVED BY

ENGINEERING OPERATIONS MANAGER KYLE TWOHIG

CITY ENGINEER DANIEL ALBERT BULLER, P.E.

ADOPTED: 02/1986
REVISED: 02/2017
SUPERSEDES: 09/2010
CHECKED BY: JAG
SCALE: NTS
DWG/REV. BY: SRM/MLD

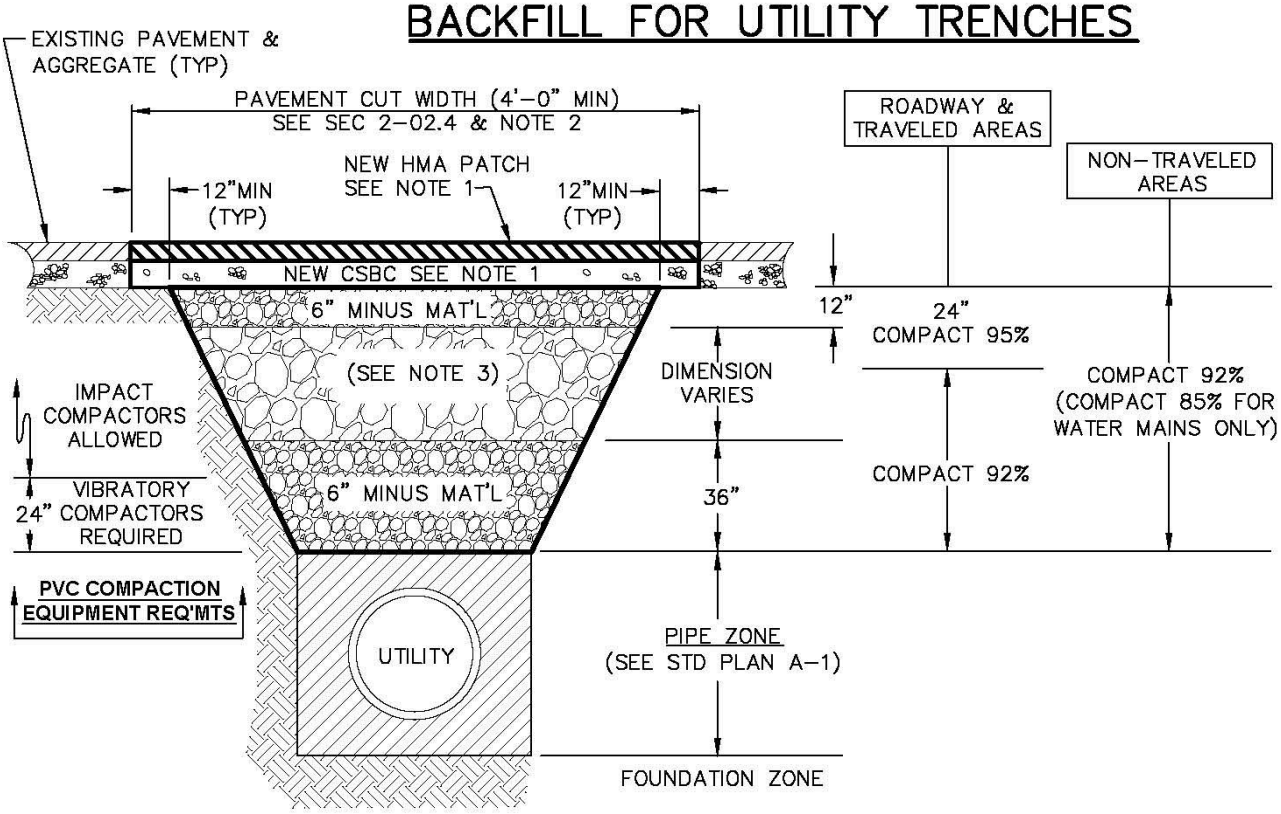
UTILITY TRENCH BACKFILL
PIPE ZONE

SPOKANE
ENGINEERING SERVICES
CITY OF SPOKANE, WASHINGTON

STANDARD PLAN No. **A-1**

Back to Section A - TOC

BACKFILL FOR UTILITY TRENCHES



NOTES:

1. REPLACE HOT MIX ASPHALT (HMA) PAVEMENT & CRUSHED BASE PER STD PLANS W-108 & W-109.
2. SEE CITY OF SPOKANE (COS) PAVEMENT CUT POLICY IN THE COS DESIGN STDS, APPENDIX 'F' FOR ADD'NL REQ'MTS.
3. WATER LINES REQUIRE 6" MINUS MAT'L FOR THE ENTIRE BACKFILL. 12" MINUS MAT'L MAY BE USED FOR OTHER UTILITIES.
4. COMPACTION ABOVE THE PIPE ZONE SHALL BE MEASURED PER SEC 2-03.3(14)D. FOR ROADWAY & TRAVELED AREAS COMPACT TOP 2-FT IN 4" MAX LIFTS. COMPACT BELOW TOP 2-FT TO TOP OF PIPE ZONE IN 8" MAX LIFTS. FOR NON-TRAVELED AREAS COMPACT IN 8" MAX. LIFTS. ENGINEER MAY WAIVER THE 92% COMPACTION TO A LESSER VALUE FOR GRASS SWALES OR OTHER PLANTING AREAS.
5. FOR DEVIATION FROM LIFT THICKNESS, SEE SEC 7-08.3(3) FOR SEWER/STORM & SEC 7-09.3(11) FOR WATER UTILITIES.
6. TRENCH EXCAVATION MATERIALS SHALL BE USED FOR BACKFILL IF MATERIALS MEET GRADUATION REQ'MTS ABOVE. IMPORTED BACKFILL SHALL MEET THE REQ'MTS OF SEC 9-03.14(1), GRAVEL BORROW.
7. CONTROLLED DENSITY FILL (CDF) PER SEC 2-09.3(1)E, MAY BE USED IN LIEU OF NATIVE BACKFILL WHERE IT IS NOT PRACTICAL TO COMPACT BACKFILL TO THE REQ'D DENSITY. SUCH USE SHALL BE PRE-APPROVED BY THE ENGINEER. SEE STD PLAN A-3 FOR CDF BACKFILL REQ'MTS.

APPROVED BY

DIRECTOR, ENGINEERING SERVICES — P. MIKE TAYLOR, P.E.

PRINCIPAL ENGINEER, DESIGN — GARY S. NELSON, P.E.

ADOPTED: 2/1990
REVISED: 09/2010
SUPERSEDES: 01/2008
CHECKED BY: JAG
SCALE: NTS
DWG/REV. BY: SRM/MBM

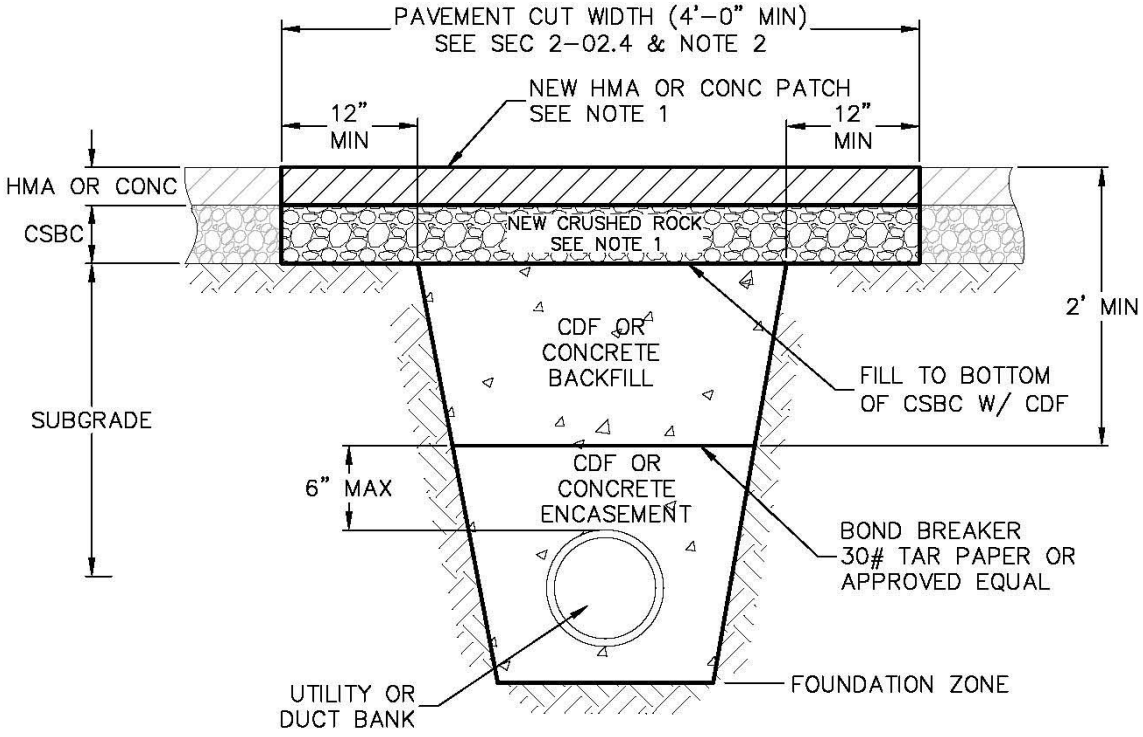
UTILITY TRENCH BACKFILL
ABOVE PIPE ZONE

ENGINEERING SERVICES
CITY OF SPOKANE, WASHINGTON

STANDARD PLAN No. **A-2**

Back to Section A - TOC

CDF BACKFILL FOR UTILITY TRENCHES

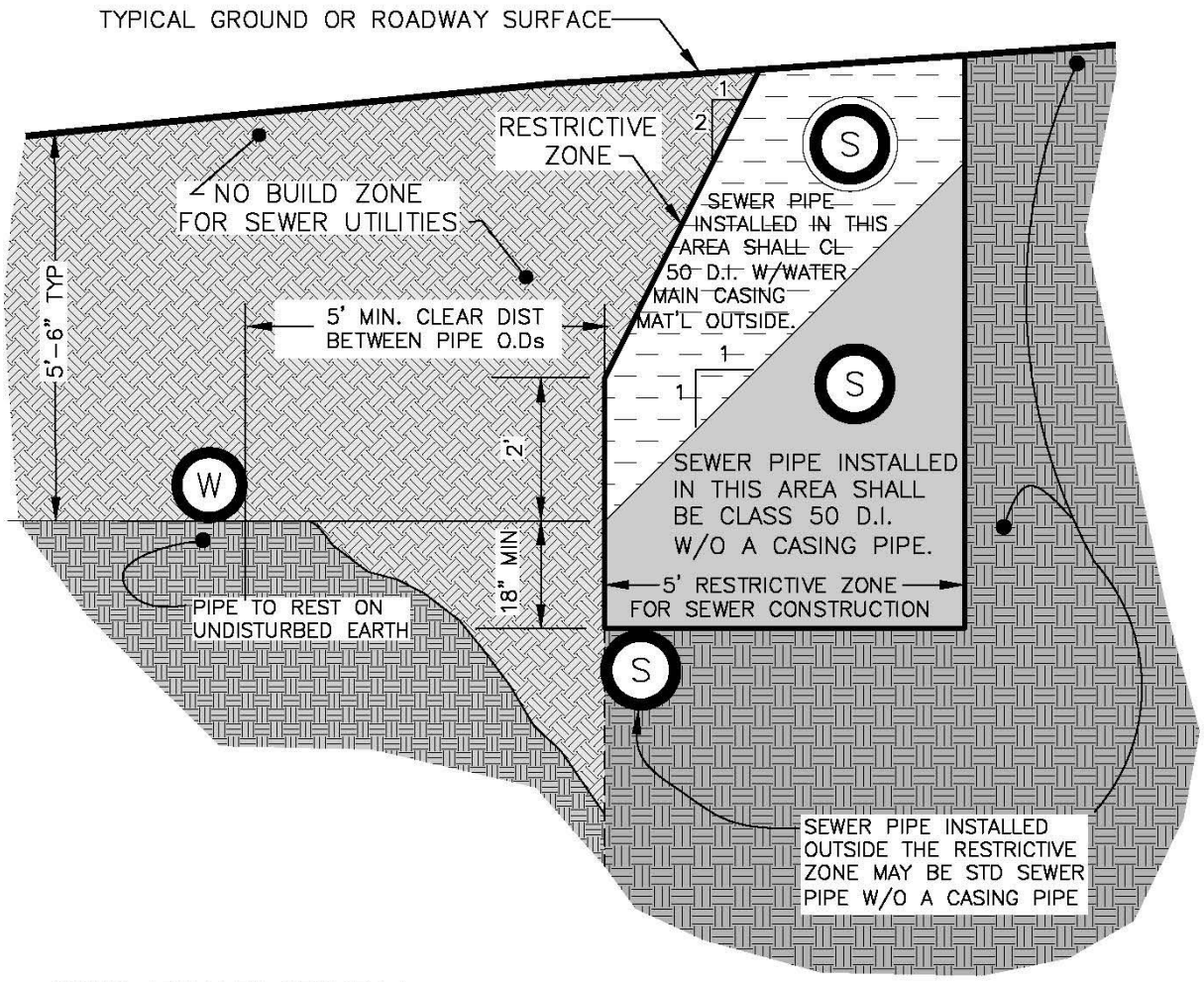


NOTES:

1. REPLACE HOT MIX ASPHALT (HMA) OR CONCRETE PAVEMENT PER CITY STANDARD PLANS W-102, W-108, & W-109.
2. SEE CITY OF SPOKANE (COS) PAVEMENT CUT POLICY IN THE COS DESIGN STANDARDS, APPENDIX 'F' FOR ADDITIONAL REQUIREMENTS.
3. BEDDING MATERIAL PER SEC 7-08.3(1)C MAY BE USED AS AN ALTERNATIVE TO CDF & CAPPED W/ CDF TO SERVE AS A LOCATION MARKER FOR THE UTILITY.
4. 30# TAR PAPER SHALL BE PLACED THE FULL LENGTH AND WIDTH OF A UTILITY TRENCH WHEN THE UTILITY IS ENCASED IN CDF OR CONCRETE AND THE REMAINDER OF THE TRENCH IS BACKFILLED WITH CDF OR CONCRETE.

APPROVED BY			
ENGINEERING OPERATIONS MANAGER KYLE TWOHIG CITY ENGINEER DANIEL ALBERT BULLER, P.E.	ADOPTED: 04/2004 REVISED: 01/2017 SUPERSEDES: 04/2012 CHECKED BY: JAG SCALE: NTS DWG/REV. BY: TSS/MLD	**UTILITY TRENCH BACKFILL** **REQUIREMENTS USING CDF OR CONCRETE** ENGINEERING SERVICES CITY OF SPOKANE, WASHINGTON	STANDARD PLAN No. **A-3**

Back to Section A - TOC



NOTES APPLY TO GRAVITY & PRESSURE SEWER MAINS INSTALLED W/IN THE RESTRICTIVE ZONE

1. SEWER MAINS 24" DIA & LARGER MAY REQUIRE MORE STRINGENT CONSTRUCTION STANDARDS.
2. SEWER MATERIALS & JOINTS SHALL MEET WATER MAIN STANDARDS.
3. SEWER MAINS SHALL BE INSTALLED & TESTED IN ACCORDANCE W/ SEC. 7-17.
4. THE RESTRICTIVE ZONE IS SYMMETRICAL ABOUT THE WATER LINE.

APPROVED BY
DIRECTOR, ENGINEERING SERVICES — TOM L. ARNOLD, P.E.
PRINCIPAL ENGINEER, DESIGN — GARY S. NELSON, P.E.

ADOPTED: 3/1992
REVISED: 05/2007
SUPERSEDES: 12/1998
CHECKED BY: JAG
SCALE: NTS
DWG/REV. BY: REP/RLB

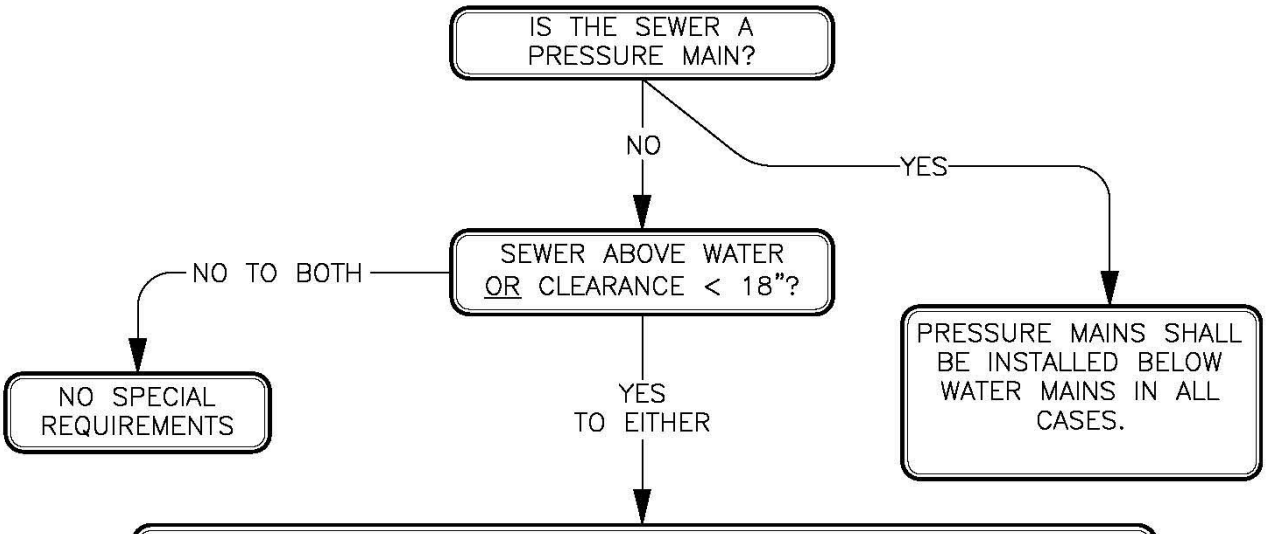
SEWER UTILITY
LOCATION & CONSTRUCTION REQUIREMENTS

SPOKANE
ENGINEERING SERVICES
CITY OF SPOKANE, WASHINGTON

STANDARD PLAN No. **A-4**

Back to Section A - TOC

WATER/SEWER CROSSINGS



CASE WATER OR WASTEWATER PIPE W/PIPE MEETING THE REQUIREMENTS FOR SANITARY SEWERS FOR A MIN. 10' MEASURED PERPENDICULAR ON EITHER SIDE OF CROSSING.

EXCEPTIONS:
WHEN INSTALLING A WATER MAIN:

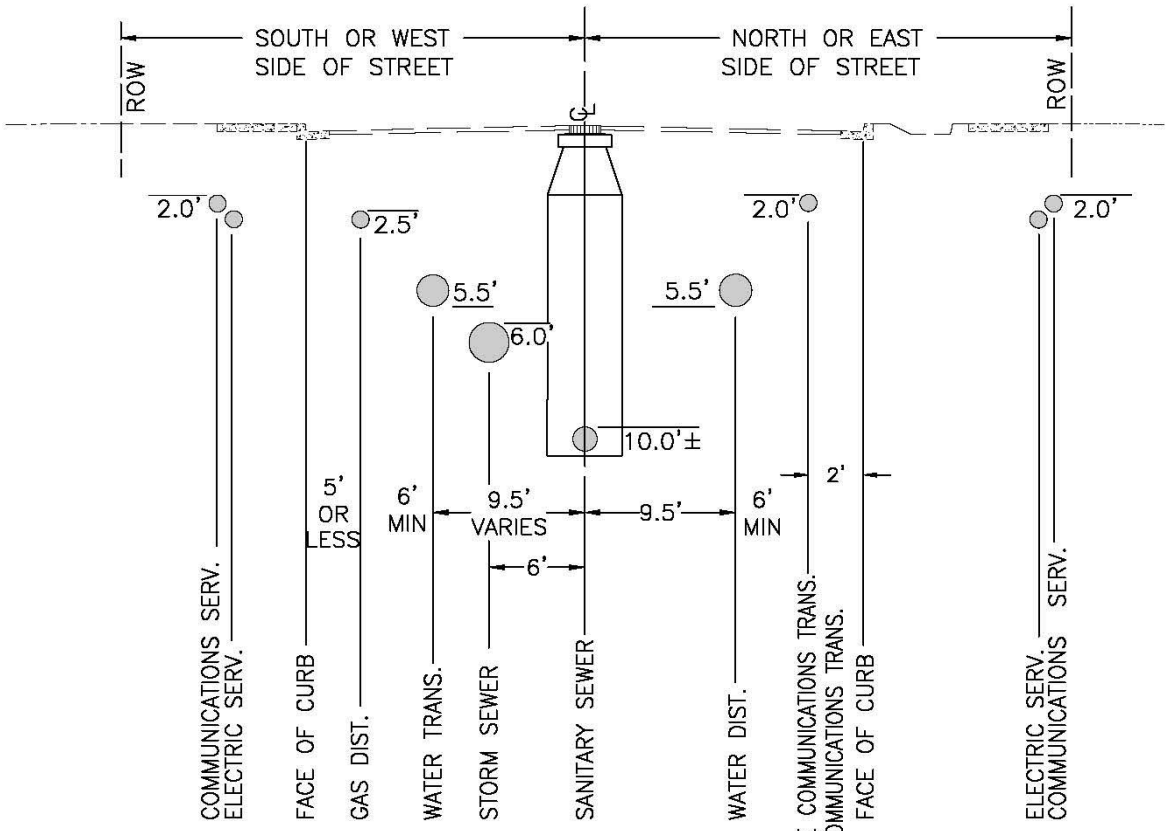
- THE CASING LENGTH FOR CROSSING SIDE SEWERS MAY BE REDUCED TO A MIN. 5' MEASURED PERPENDICULAR ON EITHER SIDE OF CROSSING PROVIDED THAT THE CASING IS PLUGGED AT BOTH ENDS WITH AN 18" LENGTH OF NON-SHRINK GROUT;
- STORM SEWER PIPE TO/FROM CATCH BASINS/INLETS NEED NOT BE CASED IF THE EXISTING PIPE IS DI FOR ENTIRE LENGTH OR, IF THE EXISTING STORM SEWER PIPE IS NOT DI, THEN AN 18' SEGMENT OF THE EXISTING STORM SEWER PIPE IS REPLACED WITH A SINGLE PIECE OF DI PIPE, CENTERED ON THE WATER MAIN.

NOTES:

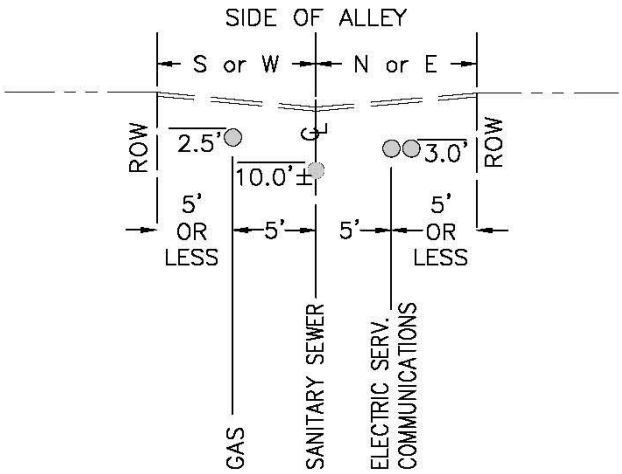
1. CROSSING WATER/SEWER LINES OR THEIR CASINGS SHALL HAVE A 6" MIN VERTICAL SEPARATION.
2. FLOW CHART APPLIES TO BOTH EXISTING & NEW SERVICES & MAINS.
3. DISTANCES GIVEN ABOVE ARE MEASURED FROM OUTSIDE OF PIPES OR OTHER CASINGS.
4. DESIGNER/INSTALLER SHALL MAKE ALL REASONABLE ATTEMPTS TO MEET THE FOLLOWING:
   - SEWER BENEATH WATER BY AT LEAST 18"
   - CROSSINGS AS CLOSE TO 90° AS POSSIBLE

APPROVED BY DIRECTOR, ENGINEERING SERVICES P. MIKE TAYLOR, P.E. PRINCIPAL ENGINEER, DESIGN GARY S. NELSON, P.E.	ADOPTED: 3/92 REVISED: 01/2009 SUPERSEDES: 01/2008 CHECKED BY: JAG SCALE: NTS DWG/REV. BY: MDH/TSS	**WATER AND SEWER CROSSINGS** SPOKANE ENGINEERING SERVICES CITY OF SPOKANE, WASHINGTON	STANDARD PLAN No. **A-5**

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TYPICAL STREET



TYPICAL ALLEY

NOTES:

1. LOCATIONS ARE STANDARD FOR UNDERGROUND INSTALLATIONS & VARIATION SHALL REQUIRE PRE-APPROVAL BY THE CITY ENGINEER.

2. ALL LOCATIONS & DEPTHS OF EXISTING UTILITIES SHALL BE VERIFIED BY RESPECTIVE OWNERS PRIOR TO NEW INSTALLATIONS.

CALL BEFORE YOU DIG 456-8000

APPROVED BY

ENGINEERING OPERATIONS MANAGER KYLE TWOHIG

CITY ENGINEER DANIEL ALBERT BULLER, P.E.

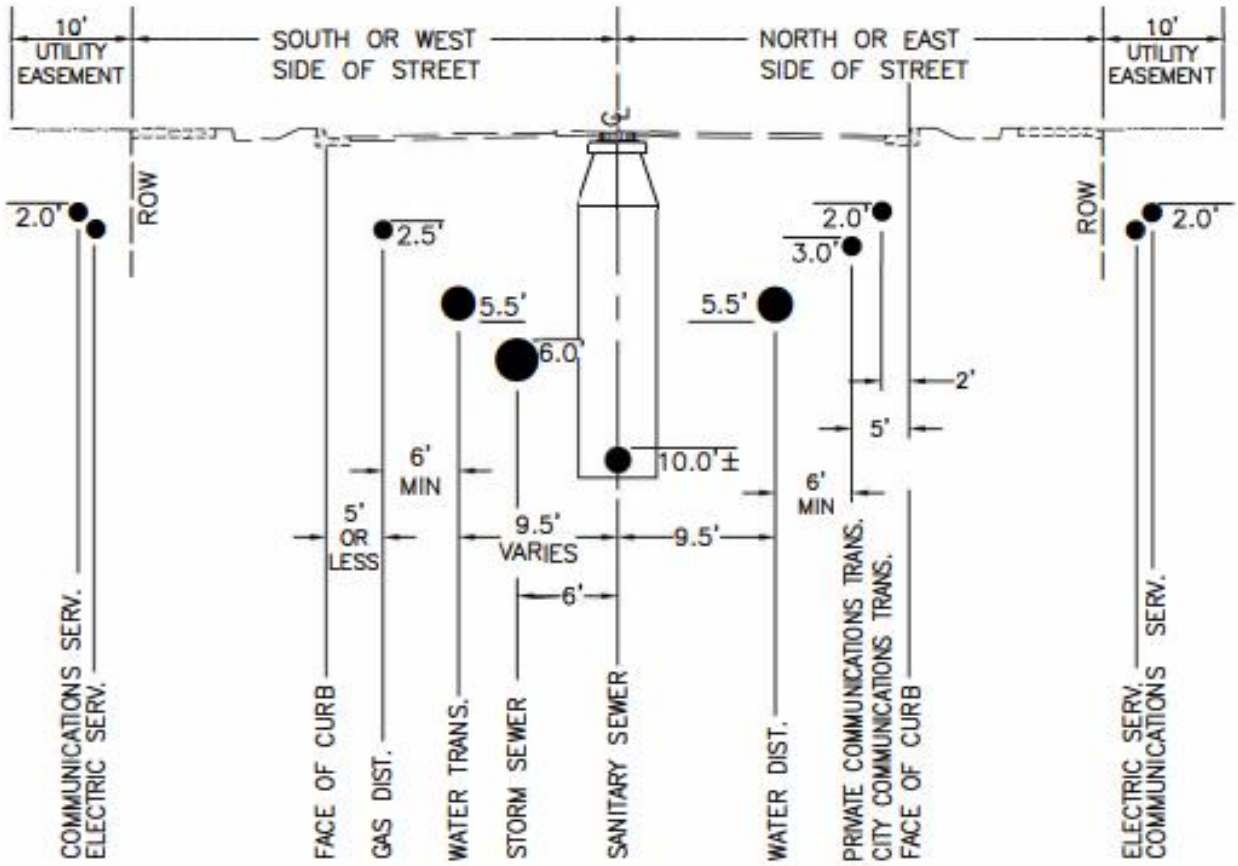
ADOPTED: 02/1986
REVISED: 11/2018
SUPERSEDES: W-109A,12/98
CHECKED BY: JAG
NTS
DWG/REV. BY: JHM

UNDERGROUND UTILITY LOCATION FOR EXISTING STREETS

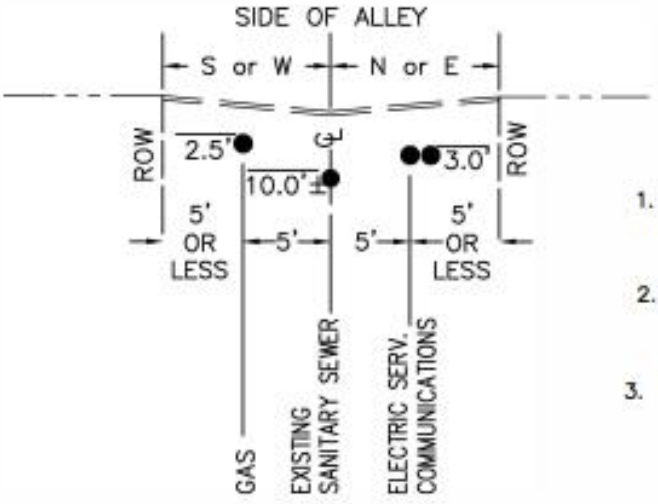
SPOKANE

ENGINEERING SERVICES
CITY OF SPOKANE, WASHINGTON

STANDARD PLAN No. **A-6**



TYPICAL STREET



TYPICAL ALLEY

NOTES:

1. LOCATIONS ARE STANDARD FOR UNDERGROUND INSTALLATIONS & VARIATION SHALL REQUIRE PRE-APPROVAL BY THE CITY ENGINEER.
2. ALL LOCATIONS & DEPTHS OF EXISTING UTILITIES SHALL BE VERIFIED BY RESPECTIVE OWNERS PRIOR TO NEW INSTALLATIONS.
3. PUBLIC SEWERS IN ALLEYS ARE GENERALLY NOT ALLOWED, AND PROHIBITED IN RIGHT-OF-WAY WIDTHS OR EASEMENTS THAT ARE LESS THAN TWO TIMES THE SEWER INVERT BURIAL DEPTH.

CALL BEFORE YOU DIG 456-8000

APPROVED BY

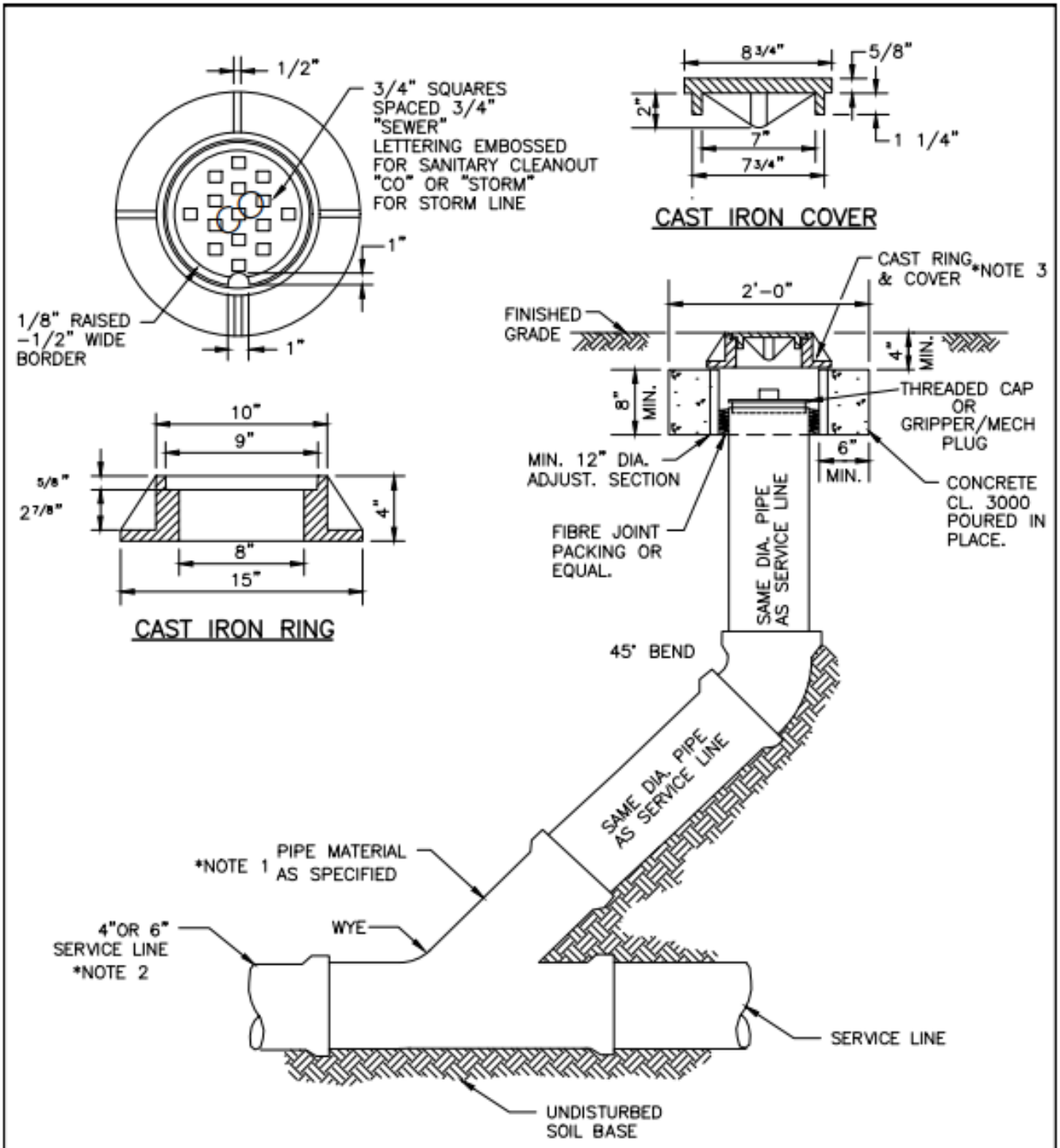
DIRECTOR OF ENGINEERING SERVICES — DAN BULLER, P.E.

ADOPTED:	
REVISED:	04/2024
SUPERSEDES:	11/2018
CHECKED BY:	JAG
SCALE:	NTS
DWG/REV. BY:	MLD

UNDERGROUND UTILITY LOCATION FOR NEW DEVELOPMENTS

ENGINEERING SERVICES
CITY OF SPOKANE, WASHINGTON

STANDARD PLAN No. **A-7**



SEWER CLEAN-OUT

NOTES:

1. FOR SERVICE AND CLEANOUT CONSTRUCTION REQUIREMENTS, REFER TO THE CITY OF SPOKANE SIDE SEWER INSTALLATION HANDBOOK.
2. 8" OR LARGER SERVICE LINES/LATERALS REQUIRE A MANHOLE.
3. CLEANOUT TO BE INSTALLED OUTSIDE OF BUILDING FOOTPRINT. HDPE RING AND COVER WITH "SEWER" ALLOWED IN NON-TRAFFIC AREAS.

APPROVED BY
DIRECTOR OF ENGINEERING SERVICES — DAN BULLER, P.E.

ADOPTED: 04/2023
REVISED:
SUPERSEDES:
CHECKED BY: DCS
SCALE: NTS
DWG/REV. BY: /EWS

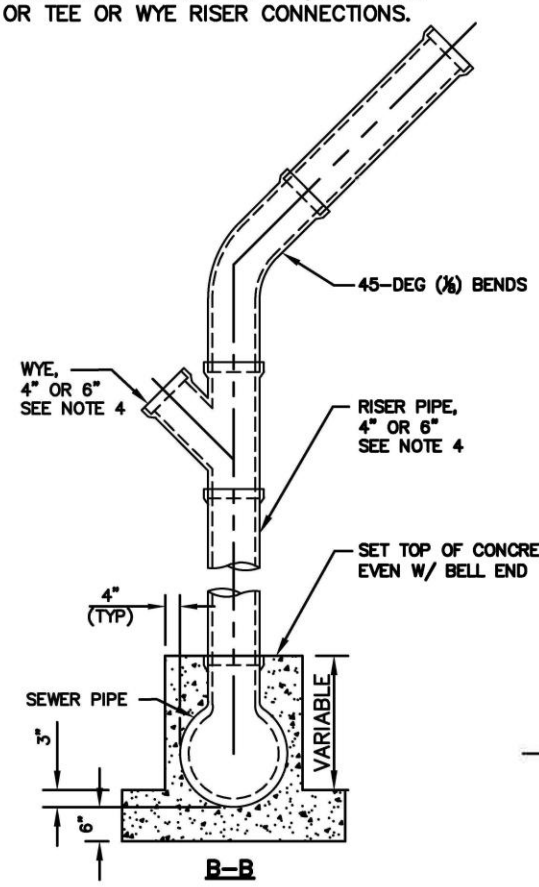
SIDE SEWER CLEAN-OUT

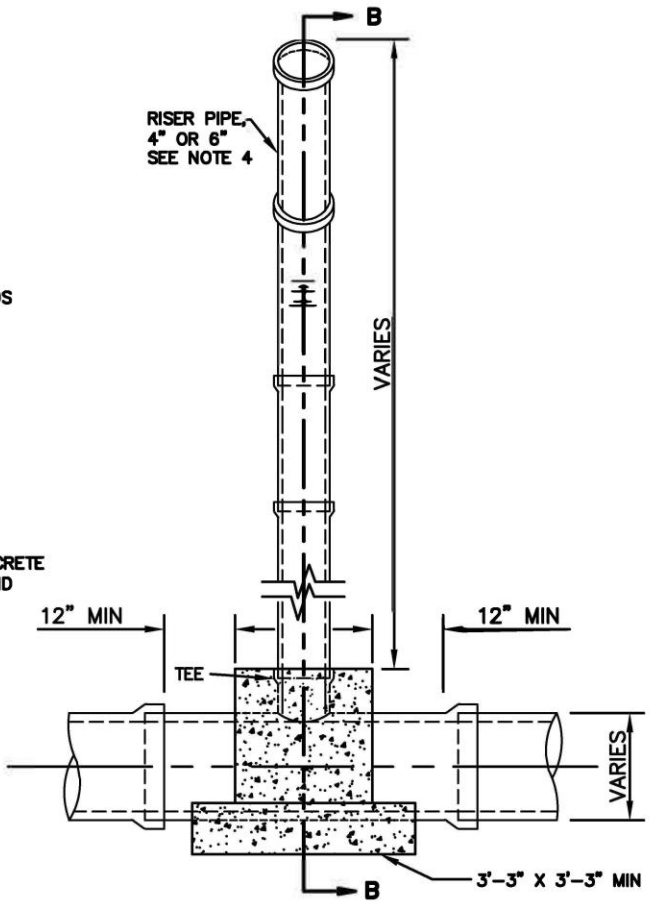
ENGINEERING SERVICES
CITY OF SPOKANE, WASHINGTON

STANDARD PLAN No. Z-114A

Back to Section Z - TOC

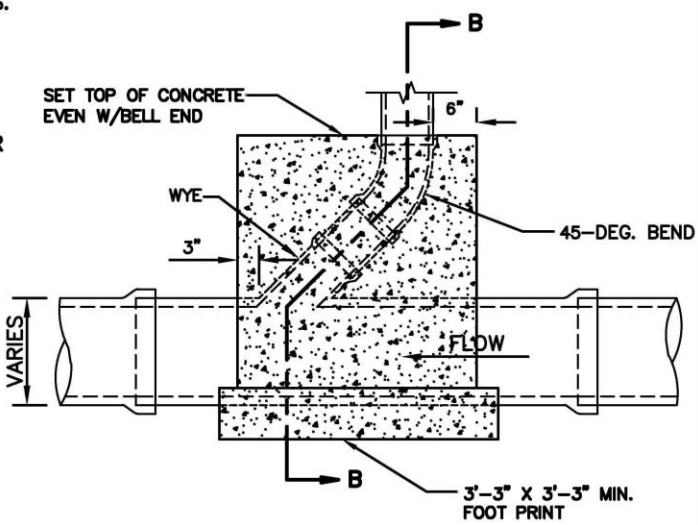
SEE STANDARD PLAN Z–116 FOR REQUIREMENTS FOR USE OR TEE OR WYE RISER CONNECTIONS.





NOTES:

1. SEE SEC 7–17 FOR SANITARY SEWER PIPE.
2. SEE DESIGN STANDARD 4.3 FOR SIDE–SEWERS.
3. CONCRETE SHALL BE CLASS 3000 PER SEC 6–02.
4. A MAX OF (2) SIDE–SEWER BRANCHES ARE ALLOWED OFF A VERTICAL RISER. SIDE–SEWER BRANCHES SHALL BE NO LARGER THAN THE SIZE OF THE VERTICAL RISER. VERTICAL RISER SHALL BE MAX 6" DIAMETER PIPE.
5. USE OF THIS RISER CONNECTION IS FOR SPECIAL CONDITIONS ONLY AND REQUIRES PRIOR APPROVAL OF THE CITY ENGINEER.



APPROVED BY

ENGINEERING OPERATIONS MANAGER KYLE TWOHIG

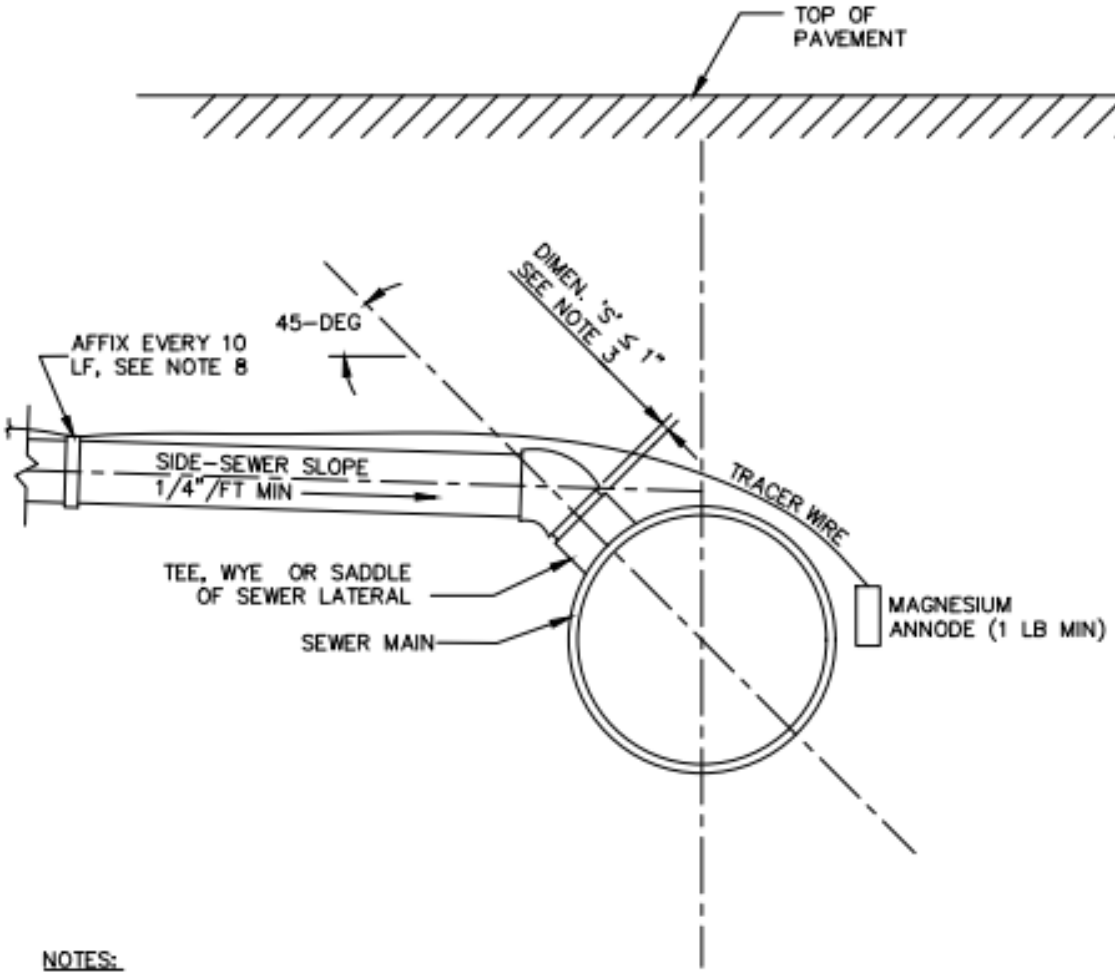
CITY ENGINEER DANIEL ALBERT BULLER, P.E.

ADOPTED: 4/2004
REVISED: 02/2018
SUPERSEDES: 04/2013
SCALE: NTS
REVISED BY: MDH/MLD

SIDE–SEWER RISER CONNECTION

ENGINEERING SERVICES
CITY OF SPOKANE, WASHINGTON

STANDARD PLAN No. Z–115

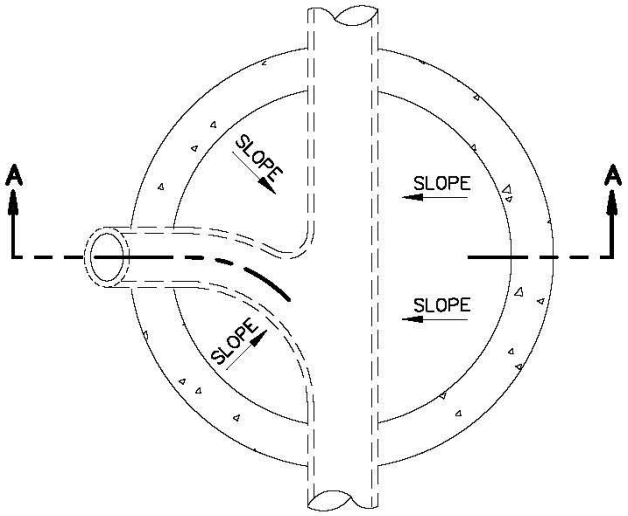


NOTES:

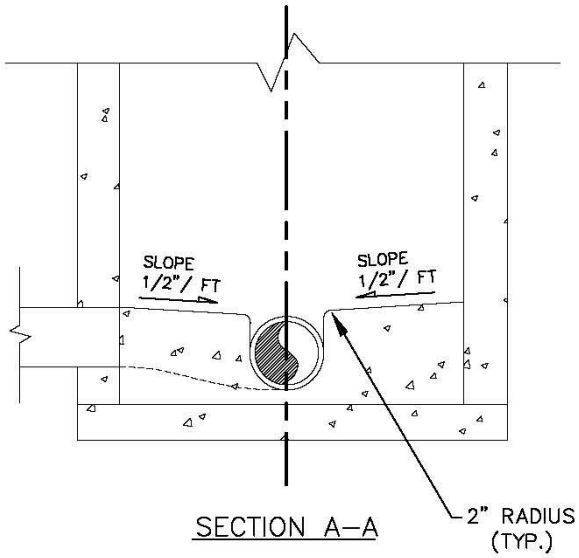
1. SEE DESIGN STANDARD 4.3 FOR SIDE-SEWERS.
2. RESIDENTIAL AREAS REQUIRE A 4" MIN SIDE-SEWER STUB. COMMERCIAL AREAS REQUIRE A 6" MIN SIDE-SEWER STUB.
3. DIMENSION 'S' MAY BE INCREASED TO PROVIDE A DESIRED SIDE-SEWER DEPTH @ PROPERTY LINE, IF APPROVED BY THE CITY ENGINEER.
4. THE FIRST SIDE SEWER CONNECTION OF ANY SIZE (4" OR 6") DOWNSTREAM OF AN END OF RUN MANHOLE SHALL BE A WYE CONNECTION.
5. FOR OTHER 4" SIDE SEWER CONNECTIONS, TEES OR WYES MAY BE USED TO CONSTRUCT SIDE SEWER CONNECTIONS.
6. ONLY WYE CONNECTIONS SHALL BE USED FOR 6" SIDE SEWERS CONNECTING TO SEWER MAINS UP TO AND INCLUDING 21" DIAMETER.
7. TEES OR WYES ARE ALLOWED FOR 6" SIDE SEWER CONNECTIONS TO SEWER MAINS LARGER THAN 21" DIAMETER.
8. ON NON-METALLIC PIPE, SIDE SEWERS SHALL HAVE A 12 GA. COPPER WIRE AFFIXED EVERY 10' ALONG ITS FULL LENGTH AND TERMINATE AT THE SURFACE WITH WEATHER PROOF EXTERIOR TAPE TO EACH CLEANOUT OUTSIDE THE BUILDING.

APPROVED BY DIRECTOR OF ENGINEERING SERVICES DAN BULLER, P.E.	ADOPTED: REVISED: 04/2025 SUPERSEDES: 01/2017 SCALE: NTS DWG/REV. BY: PCF/MLD	SIDE-SEWER TYPICAL CONNECTION	STANDARD PLAN No. Z-116
		ENGINEERING SERVICES CITY OF SPOKANE, WASHINGTON	

Back to Section Z - TOC



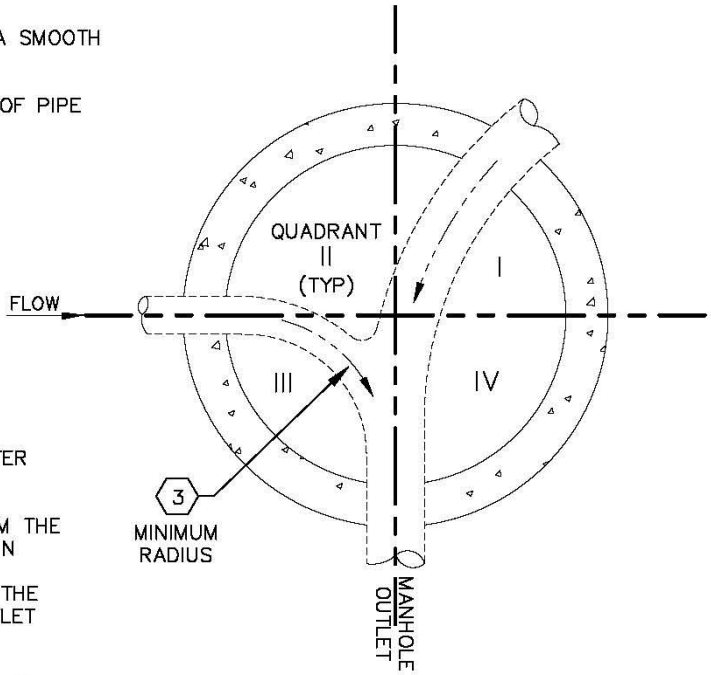
PLAN



SECTION A–A

GENERAL NOTES:

1. THE SHELF AND CHANNEL SHALL HAVE A SMOOTH FINISH
2. CONSTRUCT SHELF TO THE CROWN LINE OF PIPE
3. SLOPE BENCHES 1:24



QUADRANT PLAN VIEW

QUADRANT NOTES:

(1) NO SEWER PIPE (CENTERLINE) SHALL ENTER MANHOLE IN QUADRANT III & IV

(2) EXCEPT FOR A MANHOLE INLET 180° FROM THE CENTERLINE OF ANY CHANNEL ENTERING IN QUADRANT I OR II SHALL BE A SMOOTH, CONTINOUS ARC THAT IS A TANGENT TO THE CENTERLINE OF THE OUTLET PIPE AT OUTLET MANHOLE WALL

(3) MINIMUM RADIUS OF ANY MANHOLE CHANNEL CENTERLINE SHALL BE EQUAL TO THE MANHOLE INSIDE DIAMETER

APPROVED BY

ENGINEERING SERVICES DIRECTOR — KYLE TWOHIG

CITY ENGINEER — DAN BULLER, P.E.

ADOPTED:	02/2019
REVISED:	
SUPERSEDES:	
CHECKED BY:	WRP
SCALE:	NTS
REVISED BY:	CDJ

MANHOLE CHANNEL DETAIL – TYPICAL

SPOKANE

ENGINEERING SERVICES
CITY OF SPOKANE, WASHINGTON

STANDARD PLAN No. **Z–117**

ATTACHMENT A: BELLY AGREEMENT

Attached Belly Agreement, on the following page, should be signed by the property owner by the time of inspection. See the Testing Requirements and Procedure Section under Belly Agreement.

Belly Agreement

Permit Number:	Company:
Property Address:	Spokane County Parcel Number:

Sewer pipe bellies are sags or low spots in sewer pipes where the pipe has settled. A belly in a sewer line is an area where liquids can pool, solids can settle and can cause blockage or back up of the sewer line.

Lining a sewer pipe fixes problems such as root intrusion but may not fix bellies. That is, the liner or burst pipe follows the path of the existing pipe, which means it will not correct or remove existing bellies in the pipe. For pipe bursting, it is also possible for gravel or debris to cause the burst pipe to go off grade which can result in a belly in the line. There is no guarantee that the line will not back up if a belly is severe. In accordance with the Spokane Municipal Code Chapter 13.03, it is the property owner's responsibility to maintain side sewer pipes and proper connection to the public sewer system.

The only way to fully repair a belly is to excavate. Excavation to repair a belly may be expensive and challenging. While repair is recommended, it may not be required so long as the property owner/homeowner agrees and assumes to take full responsibility for the bellies and any consequences.

By signing this document, I, the undersigned property owner, agree and acknowledge that the City of Spokane is not responsible for any and all bellies located within my side sewer line.

I further agree and acknowledge that any and all responsibility for any costs and/or damages as a result of any and all consequences from bellies that remain or are created in the line after pipe bursting or relining of the side sewer up to the City sewer main remain the responsibility of me as the property owner and/or my successors in interest.

I further acknowledge that I understand that lining/pipe bursting does not repair bellies and that approval of the work by the City of Spokane inspector is not to be understood that bellies have been repaired.

Property Owner – Print Name: _____

Property Owner – Signature: _____

Date _____

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 09/08/2025

Committee Agenda type: Discussion

Council Meeting Date: 10/06/2025

Date Rec'd	9/3/2025
Clerk's File #	RES 2025-0080
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	PLANNING & ECONOMIC
Contact Name/Phone	TIM 509-625-6893
Contact E-Mail	TTHOMPSON@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Council Sponsor(s)	JBINGLE MCATHCART
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** YES **Public Works?** NO
Agenda Item Name	0650 - HILLYARD SUBAREA PLAN

Agenda Wording

Hillyard Subarea Plan Resolution

Summary (Background)

Planning staff has worked in partnership with the Northeast Public Development Authority (NEPDA) and a multidisciplinary consultant team led by Stantec to develop a Subarea Plan for the Hillyard neighborhood. This effort builds upon previous planning studies to create a long-term vision and action framework for equitable revitalization, infill development, housing opportunity, and infrastructure investment in Northeast Spokane. The Hillyard Subarea Plan defines six distinct plan areas, identifies catalyst redevelopment sites, and includes strategies for land use, housing, transportation, utilities, economic development, and public space enhancements. The plan is structured to inform Spokane's Comprehensive Plan, upcoming zoning updates, and public infrastructure investments. The Plan Commission previously held a workshop during their August 13, 2025 meeting to review key recommendations and solicit feedback from Commission members. Staff has since received additional comments from agencies and internal staff which have been incorporated into the draft attached to this agenda item. The latest changes primarily include grammar and spelling corrections, utility and transportation infrastructure refinements, and minor updates to data throughout the plan. The Plan Commission is scheduled to hold a public hearing on September 10, 2025 to recommend the City Council recognize the Plan by resolution. The Hillyard neighborhood and its surrounding industrial and residential areas have experienced long-term disinvestment and environmental degradation, including numerous brownfields. The area faces challenges related to infrastructure, housing quality, mobility access, and economic opportunity. Key past plans, such as the 2010 Greater Hillyard Neighborhood Plan and 2017 Yard Master Plan, identified priority needs but lacked a unified, implementation-focused strategy. The current Subarea Plan synthesizes these efforts, assesses the changing context (e.g., North Spokane Corridor impacts), and provides development-ready concepts. The Hillyard Subarea Plan is being coordinated with the City's 2026

Periodic Comprehensive Plan Update and will directly inform policy and code updates related to land use, transportation, and equity. The proposed Hillyard Subarea Plan outlines a coordinated strategy to promote economic revitalization, housing growth, and improved quality of life in the Hillyard neighborhood. Below is a summary of the main points and recommendations: 1. Vision and Goals • Vision: Hillyard will be a vibrant, inclusive, mixed-use district that honors its historic roots while embracing innovation, job creation, and residential growth. • Core Goals: o Increase local jobs and employment opportunities. o Support housing development across income levels. o Improve public infrastructure, transportation, and amenities. o Promote equitable and inclusive development. o Enhance neighborhood livability and resilience. 2. Land Use and Zoning • Catalyst Sites: Prioritize redevelopment of underutilized or vacant properties, especially near Market Street, Haven Street, and the North Spokane Corridor. • Zoning Updates: o Encourage mixed-use development in key commercial nodes. o Support infill housing and greater residential density where appropriate. o Align zoning with future land use designations to streamline development and reduce barriers. 3. Economic Development • Business Retention and Attraction: o Focus on light industrial, logistics, and maker-space industries. o Leverage proximity to the NSC for logistics-oriented employment growth. • Entrepreneurship and Workforce: o Create incubator space and business support services. o Partner with workforce training providers to align local skills with employer needs. 4. Housing • Diverse Housing Types: Encourage ADUs, townhomes, and missing middle housing. • Affordability and Access: Pursue partnerships for income-restricted housing development and provide support for low-income households. • Preservation: Protect existing housing stock and prevent displacement through proactive programs. 5. Transportation and Infrastructure • Multimodal Improvements: o Enhance Market Street for transit, bikes, and pedestrians. o Improve connectivity across the NSC through new crossings and complete streets. • Infrastructure Investment: Upgrade water, sewer, stormwater, and broadband systems to support future growth. 6. Community Facilities and Public Realm • Parks and Open Space: o Activate and maintain public spaces like Harmon Park. o Explore partnerships for park improvements and programming. • Civic and Cultural Anchors: o Support development of community-serving facilities (e.g., library, health clinic). o Embrace arts and cultural identity through public art and events. 7. Implementation Strategies • Phased Action Plan: The plan includes short-, mid-, and long-term initiatives with priority level assignments. • Partnerships: Coordination with City departments, state agencies (e.g., WSDOT), nonprofits, and private developers. • Funding: Utilize grants, tax increment financing, and other creative funding tools to support infrastructure and catalytic development. 8. Equity and Inclusion • Inclusive Engagement: Ensure ongoing outreach to historically marginalized communities. • Displacement Mitigation: Monitor housing trends and support anti-displacement measures. The Hillyard Subarea Plan represents a pivotal step toward transforming one of Spokane's most historically underserved neighborhoods into a thriving, connected, and inclusive district. By aligning land use, housing, infrastructure, and economic development strategies with community priorities, the plan lays a solid foundation for long-term investment and equitable growth. Its implementation will require coordinated action, sustained commitment, and continued engagement with the residents, businesses, and stakeholders who call Hillyard home.

What impacts would the proposal have on historically excluded communities?

The primary focus of the plan is to create a long-term vision and action framework to spur infill development, infrastructure investment, housing and economic opportunity in the historically excluded community of Hillyard.

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 on the Hillyard Subarea Plan was collected and analyzed using both quantitative and qualitative methods. Baseline demographic and socioeconomic conditions, including income, race/ethnicity, housing tenure, and disability status, were established through Census and City data. This information was supplemented by surveys, including a 2023 survey of residents and students, and targeted outreach to historically underrepresented groups. Analysis disaggregated results by race, ethnicity, income, and other demographic factors where available, highlighting disparities such as higher poverty rates and lower homeownership in the

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Data on the effectiveness of the Hillyard Subarea Plan was gathered through surveys, demographic and economic analysis, and review of land use, housing, and transportation trends. Community input and feedback from the Plan Commission and City Council provided additional evaluation. This information confirmed that the plan's goals and strategies reflected neighborhood priorities and citywide policy direction.

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 attached resolution details key Comprehensive Plan policies, previous planning efforts including neighborhood planning, and other applicable City plans that align with this Subarea Plan. A central component of the plan is the integration of existing plans affecting Hillyard.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ $~550,000 between all funding sources
Current Year Cost	$ 70,000 (ARPA)
Subsequent Year(s) Cost	$

Narrative

The funds for this project have been expended. The Hillyard Subarea Plan was funded largely through ARPA funds, an EPA Brownfields grant, a Department of Ecology Integrated Planning Grant administered by NEPDA, and direct investment from the NEPDA.

Amount		Budget Account
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

Is this funding source sustainable for future years, months, etc?

The funds mentioned previously have been expended. Regarding future funding, a critical component of the Hillyard Subarea Plan is the identification and recommendation for future funding sources to implement the plan.

Expense Occurrence	

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		Additional Approvals	
Dept Head	GARDNER, SPENCER	ACCOUNTING -	BROWN, SKYLER
Division Director	GARDNER, SPENCER		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	PICCOLO, MIKE		
For the Mayor	PICCOLO, MIKE		

Distribution List

	smacdonald@spokanecity.org
sgardner@spokanecity.org	tthompson@spokanecity.org
eking@spokanecity.org	rshea@spokanecity.org

RESOLUTION NO. 2025-0080

A resolution recognizing the Hillyard Subarea Plan as the coordinated framework and community vision for guiding future growth, economic development, and investment in the Hillyard area.

WHEREAS, City of Spokane Comprehensive Plan Policy LU 7.4 provides the following framework for subarea planning: *"Use the Comprehensive Plan for overall guidance and undertake more detailed sub-area and neighborhood planning in order to provide a forum for confronting and reconciling issues and empowering neighborhoods to solve problems collectively";* and

WHEREAS, the Land Use Chapter of the City of Spokane Comprehensive Plan sets forth Goal LU 3 – Efficient Land Use, to *"Promote the efficient use of land by the use of incentives, density and mixed-use development in proximity to retail businesses, public services, places of work, and transportation systems";* and

WHEREAS, the Transportation Chapter of the Comprehensive Plan sets forth TR Goal B: Provide Transportation Choices to *"Meet mobility needs by providing facilities for transportation options – including walking, bicycling, public transportation, private vehicles, and other choices,"* and TR Goal C: Accommodate Access to Daily Needs and Priority Destinations to *"Promote land use patterns and construct transportation facilities and other urban features that advance Spokane's quality of life";* and

WHEREAS, the Transportation Chapter of the Comprehensive Plan sets forth TR 8: Moving Freight, to *"identify a freight network that respects the needs of businesses as well as neighborhoods,"* through the designation of truck routes, updates to freight mapping, support for intermodal transfer facilities, and the balancing of freight mobility with neighborhood livability and safety; and

WHEREAS, the Transportation Chapter of the Comprehensive Plan sets forth TR 9: Promote Economic Opportunity, to *"focus on providing efficient and affordable multi-modal access to jobs, education, and workforce training to promote economic opportunity in the city's designated growth areas,"* including the use of new transportation technologies, expanded transit service, and implementation of the Bicycle Master Plan; and

WHEREAS, the Transportation Chapter of the Comprehensive Plan sets forth TR 17: Paving Existing Unpaved Streets, to *"identify and prioritize resources for paving existing dirt and gravel streets and alleyways to reduce air pollution and prioritize infill and economic development"*; and

WHEREAS, the Housing Chapter of the Comprehensive Plan sets forth Goal H 1 – Housing Choice and Diversity to *"Provide opportunities for a variety of housing types that is safe and affordable for all income levels to meet the diverse housing needs of current and future residents";* and

WHEREAS, the Economic Development Chapter of the Comprehensive Plan sets forth Goal ED 3 – Strong, Diverse and Sustainable Economy to *"Foster a strong, diverse, and sustainable economy that provides a range of employment and business opportunities";* and

WHEREAS, the City of Spokane initiated the Hillyard Subarea planning process to establish a coordinated framework for land use, economic development, transportation, housing, and community investments in the Hillyard area; and

WHEREAS, the Hillyard Subarea Plan was supported by a combination of American Rescue Plan Act (ARPA) funds, an EPA Brownfields Grant, an Integrated Planning Grant from the Washington State Department of Ecology, and a direct investment from the Northeast Public Development Authority (NEPDA); and

WHEREAS, the development of the North Spokane Corridor (NSC) presents opportunities to realign Hillyard-area transportation infrastructure to improve area livability, vibrancy, connectivity, and economic activity; and

WHEREAS, other than the Comprehensive Plan, various elements of plans and programs were incorporated into the document's goals and policies, including The Yard Development Master Plan, the Greater Hillyard North-East Planning Alliance (GHNEPA) Neighborhood Plan, the Bigelow Gulch Corridor Safety and Mobility Project, the City of Spokane Sustainability Action Plan, the City of Spokane Parks and Natural Lands Master Plan, the City of Spokane Housing Action Plan, the Hillyard Infrastructure Assessment and Needs Analysis, the Hillyard Industrial Area Stormwater Management Alternatives, the City of Spokane Broadband Assessment, the City of Spokane Water System Plan, and the City of Spokane Citywide Capital Improvement Program; and

WHEREAS, planning staff and consultants conducted outreach, including community meetings, stakeholder interviews, surveys, open houses, and online engagement, to identify community priorities and values for the Hillyard Subarea; and

WHEREAS, an online survey was completed in December of 2023 to identify priorities, challenges, and opportunities in Hillyard, and received 340 responses, including 29 from Rogers High School students; and

WHEREAS, the Draft Hillyard Subarea Plan was published for public review and comment, presenting goals and policies and implementation strategies; and

WHEREAS, community feedback was received, considered, and incorporated into the development of the long range goals and policies of the Hillyard Subarea Plan; and

WHEREAS, the Hillyard Subarea Plan identifies goals, policies, and implementation actions to promote redevelopment of underutilized properties and industrial lands, support housing choice and affordability in Hillyard, improve connections for walking, biking, and transit, strengthen the Hillyard Historic Business District as a cultural and economic hub, attract new jobs and investment consistent with Spokane's Comprehensive Plan; and

WHEREAS, the Spokane Plan Commission held a duly noticed public hearing, deliberated, and voted to recommend City Council approval of the Hillyard Subarea Plan; and

WHEREAS, as prescribed in SMC 04.12.010, this resolution is not an action to amend the City's Comprehensive Plan or development regulations by recommendation of the Plan Commission;

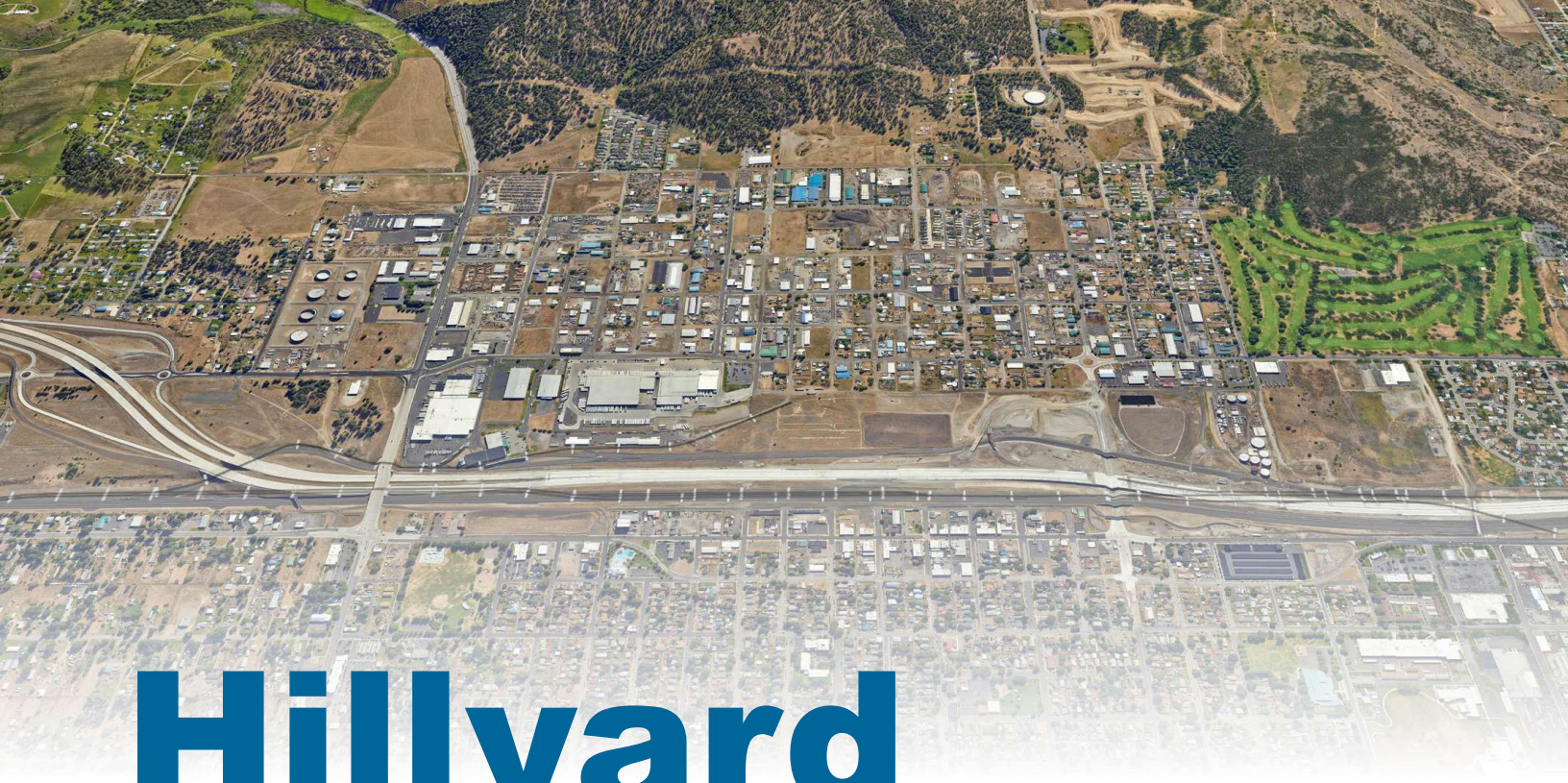
NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council recognizes the Hillyard Subarea Plan as the community's coordinated framework and vision for future growth and investment in the Hillyard area, consistent with the goals and policies of the Spokane Comprehensive Plan.

Passed by the City Council this ___ day of _____, 2025.

City Clerk

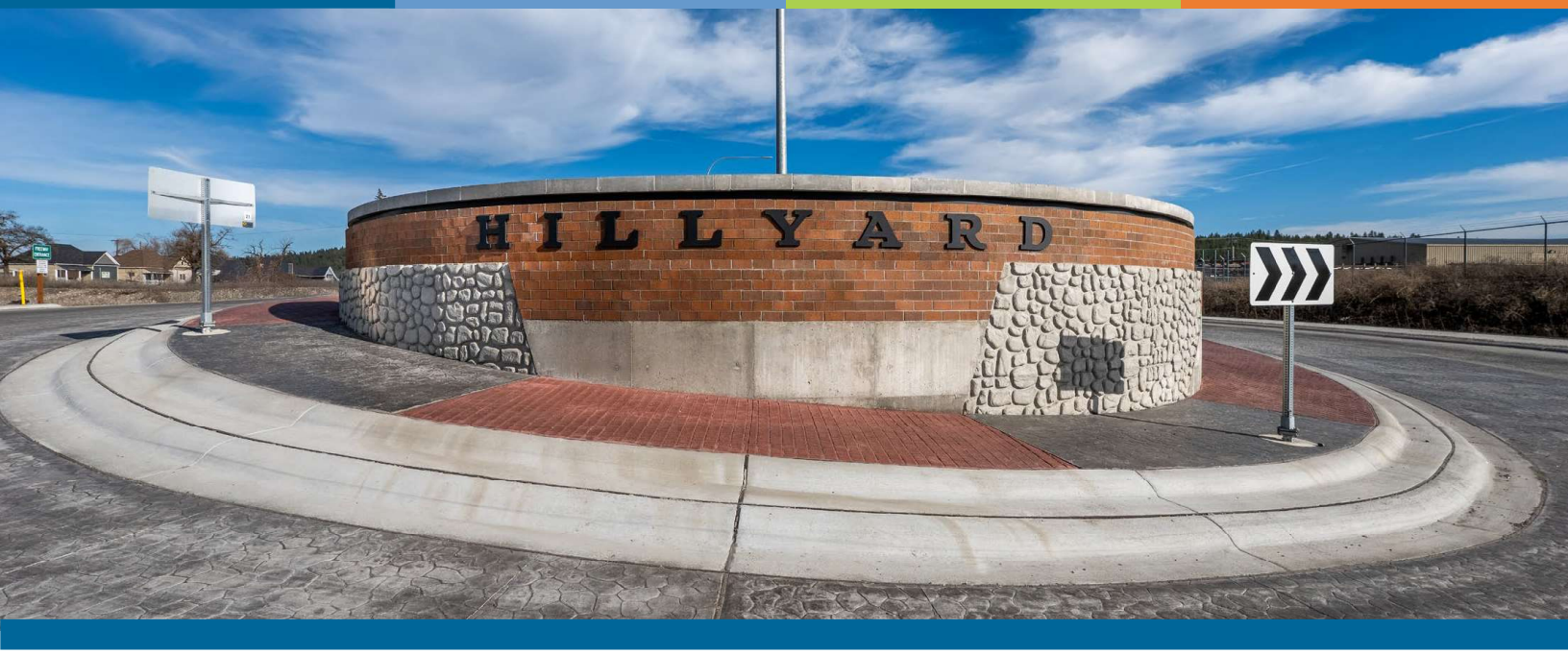
Approved as to form:

Assistant City Attorney



Hillyard

Subarea Plan



AUGUST 2025

CITY OF SPOKANE™

NORTHEAST PDA

Stantec

DRAFT 8-27-25

ACKNOWLEDGMENTS

CITY OF SPOKANE – *City Council*

Betsy Wilkerson, *City Council President*
Breean Beggs, *City Council President (former)*
Jonathan Bingle, *City Council Member, District 1*
Michael Cathcart, *City Council Member, District 1*
Paul Dillon, *City Council Member, District 2*
Shelby Lambdin, *City Council Member, District 2*
Lori Kinnear, *City Council Member, District 2 (former)*
Zack Zappone, *City Council Member, District 3*
Kitty Klitzke, *City Council Member, District 3*
Karen Stratton, *City Council Member, District 3 (former)*

CITY OF SPOKANE – *Plan Commission*

Jesse Bank, *President*
Ryan Patterson, *Vice President*
Greg Francis
Carole Shook
Tim Williams
David Edwards
Amber Lenhart
Jill Yotz
Tyler Tamoush

CITY OF SPOKANE – *Staff*

Tim Thompson, *AICP, Operations Manager, Community and Economic Development*
Teri Stripes, *Principal Planner (former)*
Amanda Beck, *AICP, Planner II*
Ryan Shea, *CFM, Planner II*
Jackie Johnsen, *Planner I*

NORTHEAST PUBLIC DEVELOPMENT AUTHORITY (NEPDA)

Jesse Bank, *Executive Director*

CONSULTANT TEAM

Stantec

Aaron Wisher, *GIS Specialist*
Cyrus Gorman, Project Manager
Emily Huang, *Urban Designer*
Erin Perdu, *Urban Planner*
Mac McCloy, *Environmental Planner*
Matt Lewis, *Civil Engineer*
Rachel Rome, *Planner/Urban Designer*
Ryan Givens, *Planning Lead*
Ryan Whittle, *Civil Engineer*

Fehr & Peers

Nick VanderKwaak, *AICP, Transportation Planner*
Chris Breiland, *Civil Engineer*

Agnew::Beck

Shanna Zuspan
Michelle Humphrey Bowlds

EPS

Daniel Guimond, *Senior Principal*
Christian Carroll, *Associate*

FUNDINGS ACKNOWLEDGMENTS

US EPA

Robert Miller, *Brownfield Project Manager*

Washington State Department of Ecology

Ali Furmall, *LHG, Brownfields Lead*
Lydia S. Lindwall, *Remedial Action Grants Manager*

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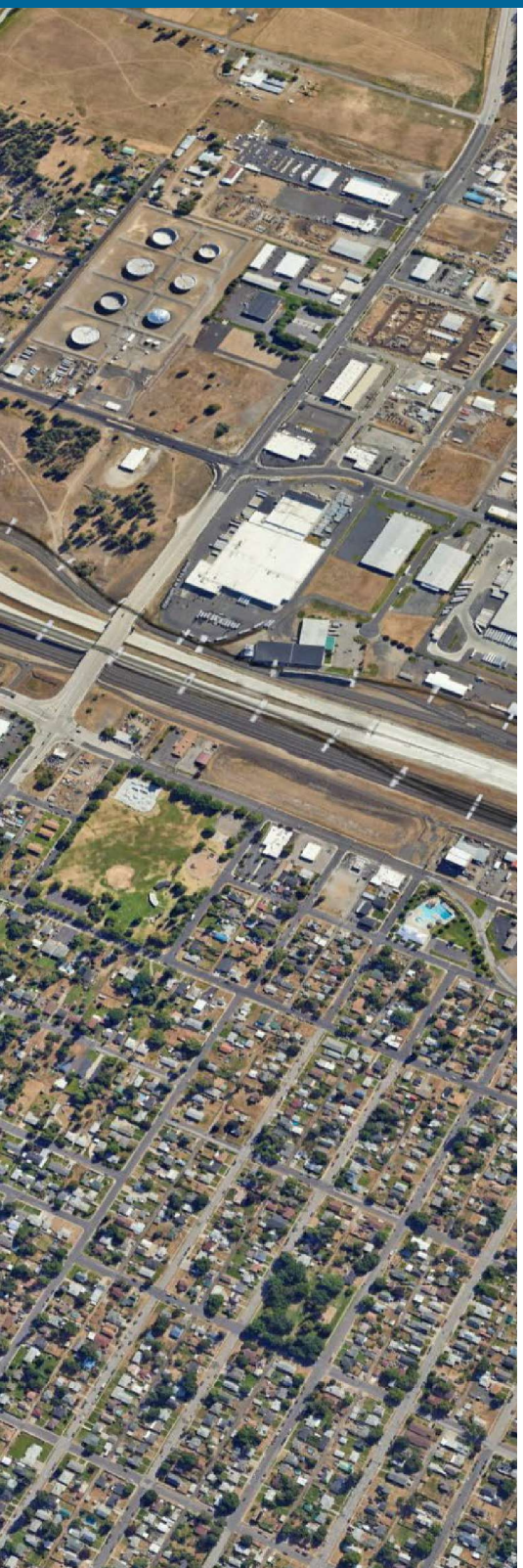
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Chapter 1



Introduction

SECTION 1.1
Introduction

The City of Spokane (the "City") and **Northeast Public Development Authority** (NEPDA) have partnered to create a Subarea Plan for the Hillyard neighborhood and the surrounding areas nestled in the northeast corner of the City. The overarching project intent is to define a vision for the Hillyard Subarea supported by a series of actionable strategies. The City/NEPDA want to define the long-range goals and vision for the Focus Area and identify near- and long-term actions/investments that would support area revitalization, economic development, and quality of life enhancements.

For this project, Stantec Consulting Services, Inc. (Stantec) served as the lead consultant that will manage the planning activities, the other consultant partners, and serve as the lead facilitator for the engagement activities (and working alongside City/NEPDA staff representatives). Collectively, the City, NEPDA, Stantec, and the other consultants will constitute the "Project Team".

Section 1.1.1
Project Overview

City of Spokane – Encompassing approximately 60 square miles, the City of Spokane is the second most populated city in Washington, located in the heart of the Inland Northwest. Spokane has a rich history dating back to the mid-19th century. The area was initially inhabited by various Native American Tribes, including the Spokanes meaning "Children of the Sun", from whom the city gets its name.

Today, Spokane is known for its natural amenities, including the Spokane River, the upper and lower falls, and its vibrant Downtown area. With easy access to these natural assets, Spokane offers abundant outdoor recreational opportunities for residents and visitors, including white-water rafting, camping, hiking trails, and lakes. Spokane continues to evolve and grow, while maintaining its unique character and heritage.

***Northeast Public Development Authority* (NEPDA)** – NEPDA is a public entity jointly established by the City of Spokane and Spokane County to carry out land and economic development plans by facilitating public-private partnerships and financing economic development opportunities. As an integral partner in the Subarea Planning process, its mission is to spearhead the redevelopment, development, and construction of projects that

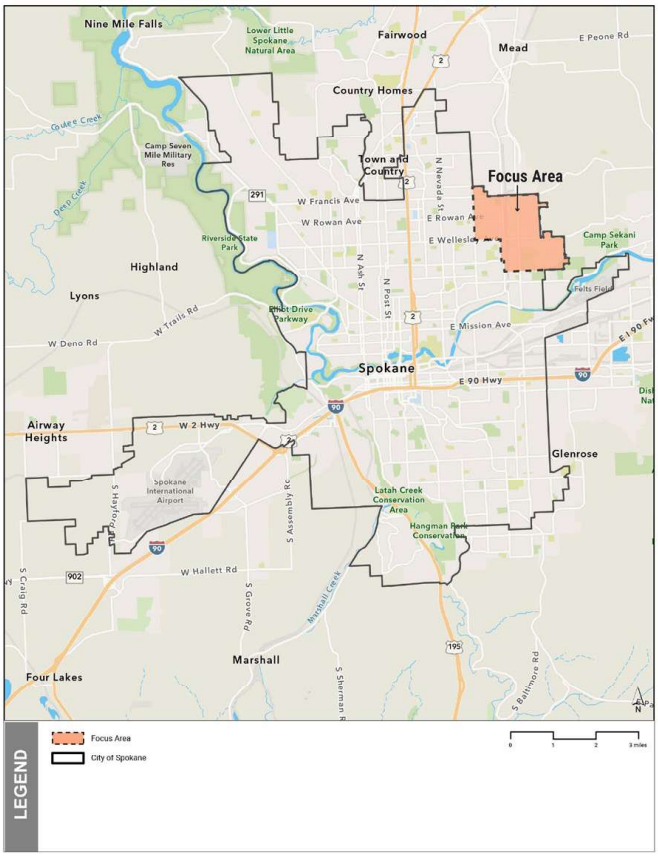


Figure 1.1 – *Hillyard Subarea Plan Local Context Map*

yield substantial community benefits. These initiatives are strategically designed to stimulate economic vitality and foster job growth within the PDA boundary. NEPDA is a community-centered organization currently championing the expansion of a vibrant business incubator and innovation zone, which serves as a bustling hub for commercial, manufacturing, artisan, and entrepreneurial activities.

The City/NEPDA embarked on a Subarea Planning initiative for the Hillyard neighborhood and the surrounding vicinity to the northeast to build upon past planning efforts and technical studies focused on infrastructure, economic development, brownfield reuse/redevelopment, and responding to the unique needs/opportunities associated with this area of the community. A series of unique neighborhoods, legacy industrial areas, and geographies comprise the Focus Area that will be the subject of this Subarea Plan. Notably, the northeast sections of the Focus Area have experienced prolonged infrastructure deficiencies that have stalled economic development and property reuse, and the legacy commercial corridors have been slow to revitalize. The Subarea Plan examines and responds to these challenges.

The Subarea Plan also assesses and leverages future traffic shifts from the new US 395/North Spokane Corridor (the NSC) and its interchange with East Wellesley Avenue. This new limited-access route from I-90 to the northern suburbs is expected to reshape traffic citywide, creating both opportunities and challenges for legacy east side commercial and industrial areas.

Focus Area – The Subarea Plan Focus Area (the "Focus Area" herein) encompasses the parcels and public rights-of-way within the Hillyard neighborhood (including its business district), the east Hillyard industrial area (also referred to as "the Yard"), portions of the east and west residential Hillyard Neighborhood and the western slopes of Beacon Hill. The approximate 1,740-acre Focus Area is generally bounded by Crestline Street to the west, East Wellesley Avenue/Garnet Avenue to the South, South Havana Street/North Fancher Beacon Lane to the east, and East Francis Avenue to the north.

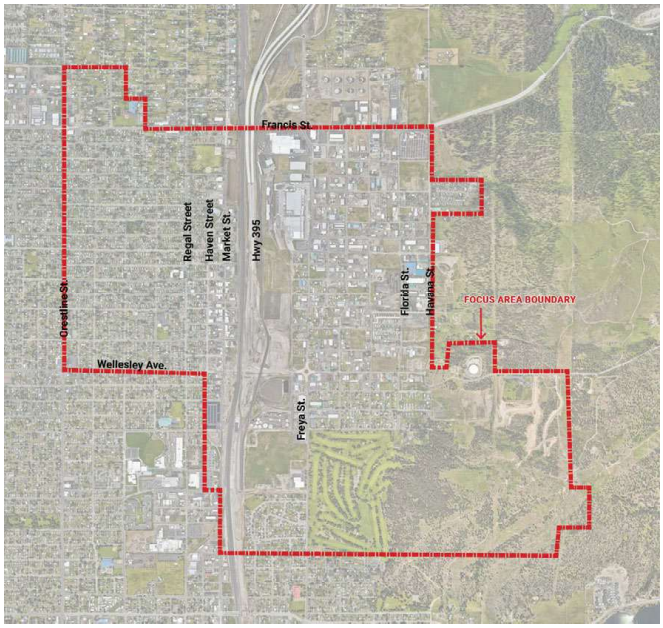


Figure 1.2 – *Hillyard Subarea Plan Focus Area Map*





Census Tracts – Six individual census tracts (CTs) comprise the Focus Area. Only four were used for the demographic and housing summary (in **Appendix B**) as they cover the majority of the Focus Area: CTs 2.01, 2.02, 16, and 144. Small segments of the Focus Area fall within CTs 112.02 and 112.03; since most of the land comprising those tracts are outside the Focus Area the statistics/values may inaccurately reflect the true demographic/housing conditions for the Subarea Plan. As a result, those CTs were omitted from this analysis. **Figure 1.3** depicts the Census tract map as it relates to the Focus Area. As applicable, the findings include a weighted value for the four CTs to achieve a summary of the Focus Area statistics. **Table 1.1** describes the geographic location for the CTs used in this analysis for the Hillyard Subarea Plan.

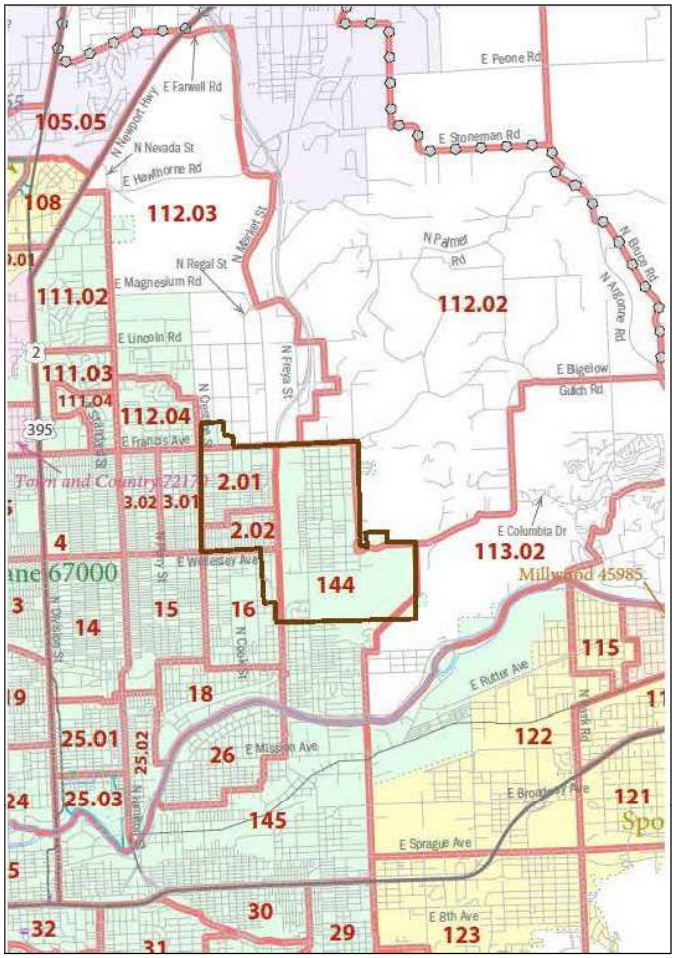


Figure 1.3 *– Census Track Map*

TABLE 1.1 CENSUS TRACTS USED FOR THE FOCUS AREA

Census Tract	Description and Notes	Subarea Plan Character District(s)
2.01	This CT covers the northern portions of the Hillyard Neighborhood and its business district**.**	**District 1**: Hillyard Business District **District 2**: Hillyard Residential
2.02	This CT covers the southern portions of the Hillyard Neighborhood and the central portions of its business district.	**District 1**: Hillyard Business District **District 2**: Hillyard Residential
16	This CT covers the southern portions of the Hillyard Business District and some residential areas; notably, the western portions of this CT are outside of the Focus Area.	**District 1**: Hillyard Business District
144	This CT covers the areas of the Focus Area on the east side of the US 395 highway corridor; notably, the southern portions of this CT are outside the Focus Area.	**District 3**: The Yard **District 4**: E. Wellesley Bus. District **District 5**: Esmeralda **District 6**: Beacon Hill

Subarea Plan Approach – The Subarea Plan divides the Focus Area into six "Plan Areas" to address each area's unique land use and infrastructure needs (see **Figure 1.4** for boundaries and designations). The final plan includes elements on community context, vision, land use, urban design, housing, transportation, utilities, drainage, open space, environment, funding, and implementation.

Key goals include developing revitalization strategies to meet long-term housing needs, fix infrastructure gaps, enhance quality of life, boost economic opportunities, and repurpose brownfields and underused properties. The plan also addresses potential displacement of residents and businesses as improvements occur.

The Six Plan Areas are:

- ***Plan Area 1: Hillyard Business District*** - The Hillyard Business District is located in the heart of the Focus Area, roughly bounded by Regal Street to the west, Hwy 395 and railways to the east, Francis Street to the north, and Garland Street to the south. Market Street is a major north-south corridor running through the center of the locally recognized historic district, which is listed on the National Register. Market Street serves as a vibrant hub of local pubs, antique shops, and entertainment.
- ***Plan Area 2: Hillyard Residential*** - The Hillyard Residential Plan Area is located just west of the Hillyard Business District. This Plan Area extends to Crestline Street to the west, Wellesley Avenue to the south, and Bruce Street to the north. The Hillyard Residential Plan Area primarily consist of single-unit residential homes.
- ***Plan Area 3: The Yard***- The Yard, constituting the majority of the northern portion of the Focus Area, is located east of the Hillyard Business District. It is positioned between Hwy 395 on the west, Francis Street on the north, Havana Street on the east, with its southern boundary stopping just north of Wellesley Avenue. Due to its proximity to the railway tracks, the Yard is currently dominated by light industrial uses.
- ***Plan Area 4: East Wellesley Business District*** - The East Wellesley Business District encompasses the properties along the E. Wellesley Avenue corridor between Hwy 395 and Havana Street.
- ***Plan Area 5: Esmeralda*** - The Esmeralda Plan Area is located south of the Wellsley Business District, between the Beacon Hill Plan area and Hillyard Business District.
- ***Plan Area 6: Beacon Hill***- The Beacon Hill Plan Area primarily consists of undeveloped open space concentrated around the southeast corner of the Focus Area. It includes several trails, the Esmeralda Golf Course and the Water Reservoir. The City has plans to incorporate additional residential and neighborhood commercial uses within the Beacon Hill Plan Area.

These can be simplified as either East or West Hillyard with the north-south progression of the NSC serving as the border. West Hillyard contains the Hillyard Residential and Hillyard Business District plan areas while East Hillyard contains the Yard, E. Wellesley Business District, Esmeralda, and Beacon Hill plan areas.

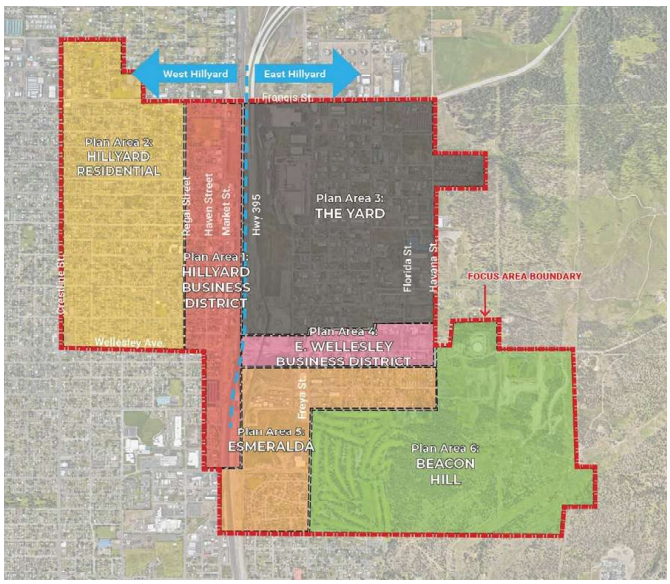


Figure 1.4 – *Hillyard Subarea Plan Areas Map*

SECTION 1.2
Subarea Plan Project Components

The Subarea Plan project included the following key components (i.e., project tasks):

- ***Existing Conditions Analysis*** – A review of the existing conditions focusing on area context/property characteristics, housing, transportation/mobility networks, utility and drainage facilities, market conditions, and the current zoning/regulatory framework.
- ***Past Plans and Technical Studies*** –The Subarea Planning process reviews and build upon past planning documents and technical studies. Notably:
  - **2010 Greater Hillyard North-East Planning Alliance Neighborhood Plan** which focused on area improvements, safety enhancements, business development, educational opportunities, and City coordination.
  - **2017 The Yard Master Plan** which identified transportation, utility, and drainage deficiencies.
  - **2020 Funding Strategies Plan for the Yard** which matched potential state, federal and philanthropic fundings sources to capital projects identified in the 2017 Master Plan.
  - Refer to **Appendix I** Plan References and Resources for a details on the various documents that contributed to the development of this Plan.
- ***Community Engagement*** – The project involves a comprehensive community engagement plan that provides a variety of opportunities for stakeholders to participate in the Subarea Planning process. Engagement activities include community surveys, stakeholder group interviews, community workshops, and a project steering committee.
- ***Property Inventory*** (Opportunity Sites) – The planning process includes an inventory of each parcel in the Focus Area with a priority on legacy industrial, commercial, and multifamily properties to document site conditions and to identify potential brownfields. A strategic goal is to identify sites that are conducive to near- and long-term reuse/redevelopment; these properties will be designated as "opportunity sites" which could be the focus of the community's economic development and developer recruitment efforts.
- ***Catalyst Site/Area Planning*** – The project features detailed conceptual planning for one catalyst redevelopment site and two business districts aimed to take a more in-depth look at potential infill projects, streetscape enhancements, amenities, and other elements that can support area revitalization at strategic nodes (and community gathering spaces) within the larger Focus Area.
- ***Urban Framework Plan/Revitalization Strategies*** – The planning process include the creation of an Urban Framework Plan, a diagram showing potential land uses, redevelopment sites, mobility projects, and community amenities. It also analyzes long-term development potential on key sites by use and scale. The outcome is a set of revitalization strategies focused on mobility, infrastructure, amenities, and policy changes.
- ***Funding Strategies*** – The project will include a list of financing sources and structures the City/NEPDA can employ to leverage future investment, grants, and local monies to fund capital improvement projects.
- ***Project Adoption*** – As a final step in the process, the Project Team will facilitate the Subarea Plan through the local adoption process.

SECTION 1.3
Project Funding Support

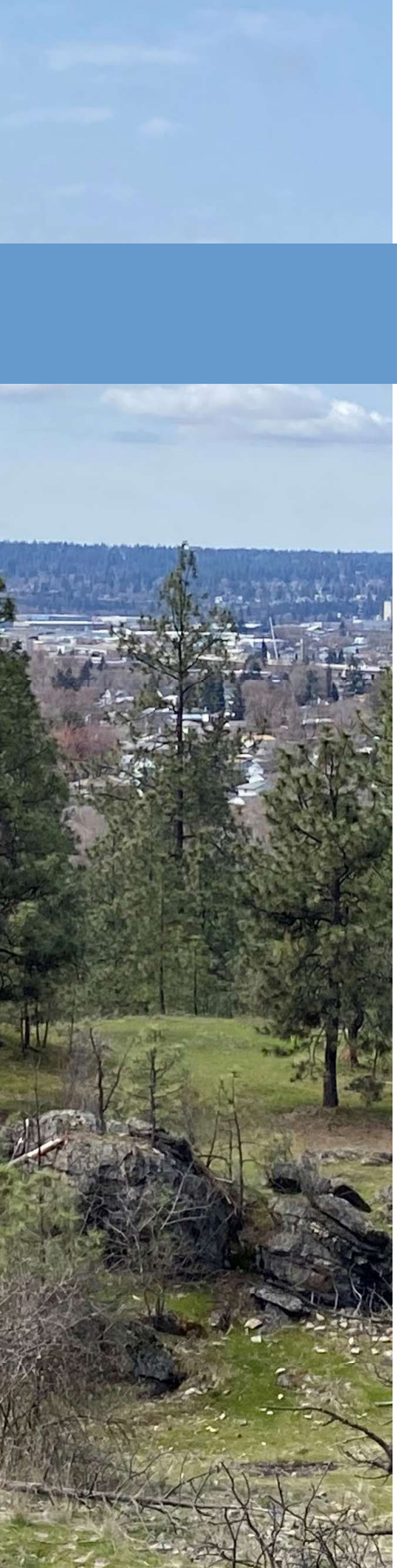
The Subarea Plan is strongly connected to the remediation and reuse of perceived and known contaminated sites within the neighborhood. The Subarea Plan will leverage funding from four sources:

Washington State Department of Ecology (Ecology) Integrated Planning Grant – Ecology awarded to the Northeast Public Development Authority (NEPDA) in 2021. This project centers on the environmental assessment, cleanup planning, feasibility analysis, and redevelopment planning of the property located at 3011 E Wellesley Avenue in Spokane, WA. It also encompasses area-wide planning and community engagement activities focused on the surrounding neighborhood.

The Hillyard Gateway Cleanup and Revitalization Project aims to complete environmental assessments and develop cleanup strategies for a key catalyst site situated at the entrance to the Hillyard Business District—a historically underinvested former industrial area annexed by the City of Spokane in 1924. The district is one of the most diverse in the city and continues to face longstanding challenges, including environmental degradation, elevated crime rates, and persistent poverty.

United States Environmental Protection Agency (EPA) Brownfield Assessment Grant – The US EPA awarded to the City of Spokane (City) a $500,000 Brownfield Assessment Grant in 2022 with a four-year period of performance. Northeast (NE) Spokane is the primary brownfield target area for this grant. It encompasses three contiguous census tracts (2, 16, and 144), including the historic Hillyard Neighborhood. This neighborhood surrounds the former Hillyard railyard, located approximately six miles northeast of downtown Spokane. For nearly 90 years, the railyard served as a major employment hub, supporting over 2,000 jobs and fueling local economic activity. However, since its closure in 1982, the site has remained idle. Four decades later, the area continues to grapple with persistent poverty, elevated crime rates, and legacy environmental contamination. While significant infrastructure investments—such as the $2.2 billion expansion of US 395 through Hillyard—are laying the groundwork for revitalization, key brownfield sites still require environmental assessment to unlock their redevelopment potential.

American Rescue Plan Act (ARPA)– The City of Spokane received over $80 million in federal funding through the American Rescue Plan Act (ARPA) to support pandemic recovery efforts. These funds were allocated across four primary goals: restoring city services and revenues impacted by COVID-19, supporting community organizations and future growth, investing in long-term resiliency, and providing relief to residents and businesses not reached by other aid programs. A Recovery Plan Work Group was established to guide implementation and foster partnerships with city departments, other governments, and nonprofits. As of now, all major funding opportunities have closed, with the final obligation deadline set for December 31, 2024. The City Council has approved multiple ordinances to allocate these funds, emphasizing equity and community input throughout the process, including the Hillyard Subara Plan which was allocated $330,791.91.



Chapter 2

The Vision

SECTION 2.1
The Hillyard Vision

The Project Team collaborated with community stakeholders to shape the vision for the Hillyard Focus Area. **Appendix H** contains a full report on the engagement activities the Project Team undertook during the Subarea Planning Process. The following are the key themes identified during the engagement process:

- ***Local Perceptions*** – Hillyard faces longstanding negative perceptions, but "The Yard" is seen as a major opportunity for industrial and job growth.
- ***Crime and Safety*** – Concerns exist about crime, poor property upkeep, and pedestrian hazards.
- ***Housing*** – There is a strong need for more housing, with concerns about gentrification and industrial-residential land use conflicts.
- ***Infrastructure*** – Inadequate infrastructure east of the NSC hinders industrial development.
- ***Freya Street*** – Needs upgrades to function effectively as a freight corridor.
- ***Florida Street*** – Improvements could unlock redevelopment potential.
- ***E. Wellesley Business District*** – Broad support for creating a new business district to boost revitalization and services.
- ***Haven Street*** – Seen as unattractive and unsafe for pedestrians and cyclists; streetscape improvements requested.
- ***Pedestrian Bridge*** – A new bridge over the NSC is recommended to reconnect East and West Hillyard.
- ***Transit*** – East Hillyard lacks transit access; interim mobility solutions and shelters in West Hillyard are needed.
- ***Action Plan*** – Strong desire for a clear vision and action plan, with frustration over past neglect by the City.

Based on the engagement results, the Project Team identified the following vision and five objectives for this Subarea Plan:

Hillyard's Vision

The Hillyard area has significant potential for additional community-serving amenities, employment, and housing. The vision is to "rediscover Hillyard's historic assets, assets, community, and potential through an actionable plan centered on physical enhancements, supportive infrastructure, and land use planning."

- ***Create Distinctive Places*** – Define six unique plan areas within Hillyard, each with tailored land use, scale, and character. Recommend zoning and financial tools to support these visions.
- ***Enhance Livability*** – Ensure affordable housing to prevent displacement, improve public safety, and expand mobility options for non-drivers.
- ***Achieve Economic Vitality*** – Promote redevelopment that generates quality jobs, essential services, and sustainable tax revenue.
- ***Improve Services*** – Develop commercial hubs, support mixed-use and higher-density housing, and invest in infrastructure to attract private investment.
- ***Identify Implementation Strategies*** – Implement locally driven programs and funding mechanisms to support revitalization goals. The Subarea Plan will complement the City's Comprehensive Plan, dictate updates to the City's zoning regulations, and guide future regulations and long-range plans within the Hillyard area.

SECTION 2.2
Urban Framework Plan Overview

The Urban Framework Plan (UFP) consists of six Plan Areas and their respective planning initiatives that help achieve the community's vision. The Plan Areas are defined geographic locations within the larger Hillyard Focus Area, each containing their own unique challenges and opportunities for growth or revitalization. The Plan Areas are depicted in **Figure 2.1**. Each Plan Area and proposed planning initiatives are detailed starting in Section 2.4. Each recommended initiative in the UFP is detailed in **Appendix G**.

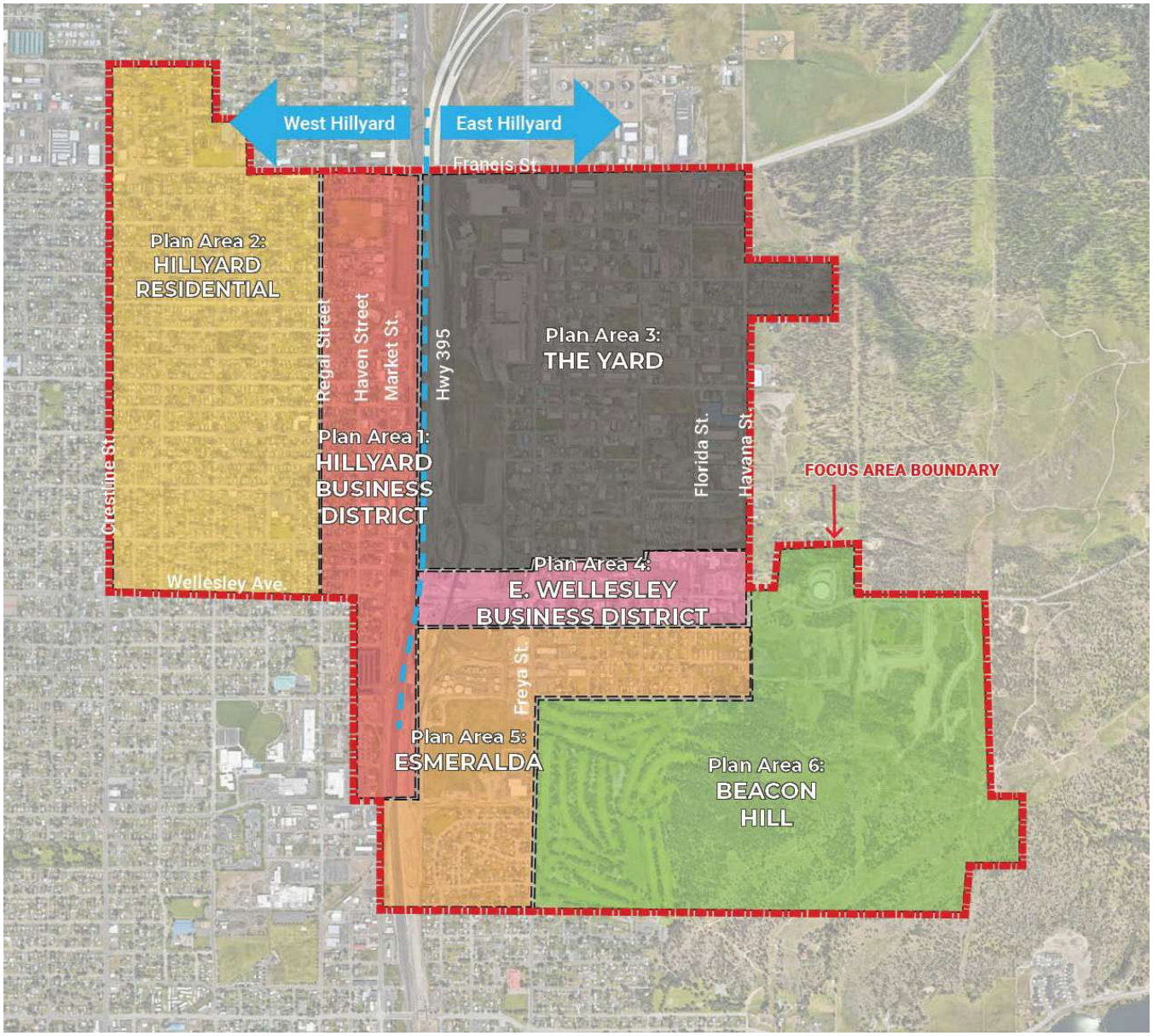


***Figure 2.1** – Hillyard Subarea Plan Areas Map*

SECTION 2.3
Catalyst Sites

Catalyst sites in the UFP guide targeted redevelopment by engaging property owners, developers, and real estate professionals. Zoning regulations will dictate specific project design and land use. Existing structures may be reused or replaced. Catalyst sites within the UFP are designated to help the City and community stakeholders focus their redevelopment efforts by proactively working with property owners, real estate professionals, and developer entities to initiate redevelopment projects. The underlying zoning will drive the resulting development programs in terms of project design and land uses. It is important to note that some catalyst sites have existing structures; in those situations, there is potential to either adaptively reuse those buildings or entirely redevelop the sites. The City can target its developer recruitment and economic development efforts to these sites.

Figure 2.2 and the UFP identifies the catalyst sites in yellow. A table of all designated Catalyst Sites and descriptions can be found in **Appendix G**.

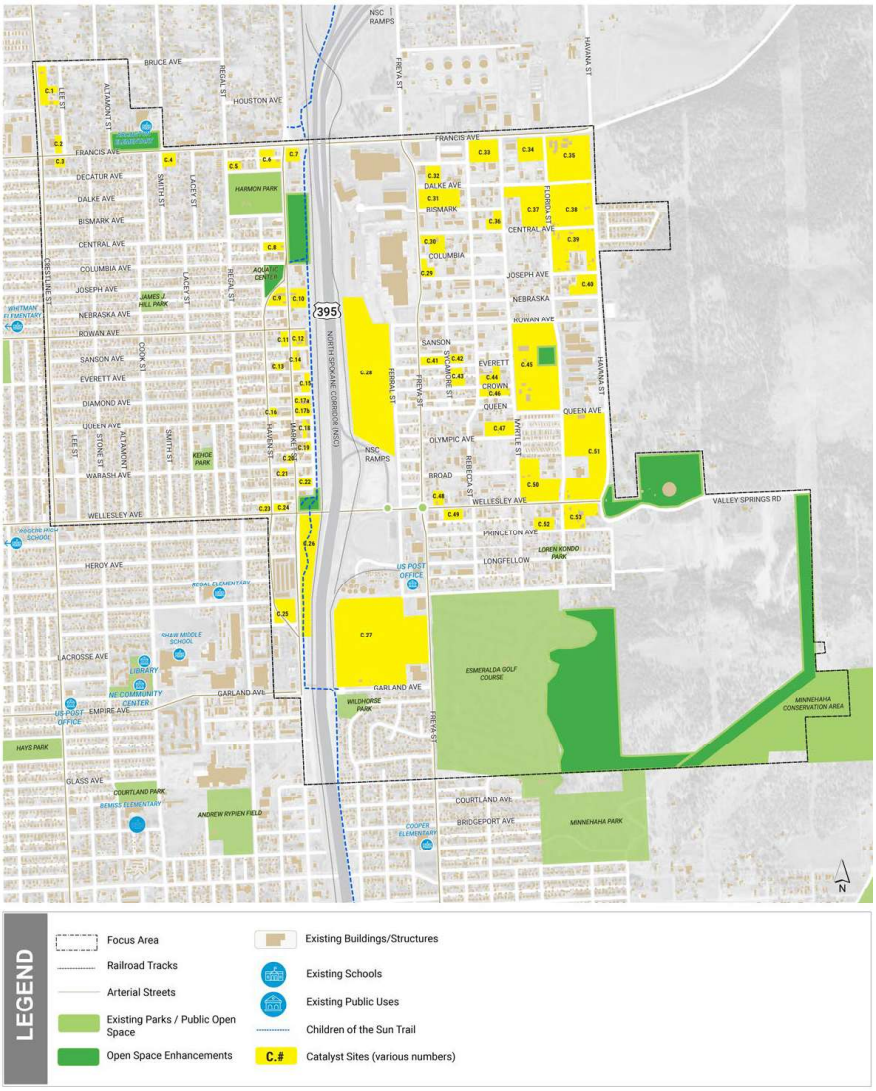


Figure 2.2 – *Hillyard Subarea Plan Catalyst Sites Map*

Catalyst sites within the UFP are designated to help the City and community stakeholders focus their redevelopment efforts by proactively working with property owners, real estate professionals, and developer entities to initiate redevelopment projects.

Section 2.3.1 Plan Area 1
Hillyard Business District

Hillyard Business District is located in the heart of the Focus Area, roughly bounded by Regal Street to the west, Hwy 395 and railways to the east, Francis Street to the north, and Garland Street to the south. Established around the rail in the 1800s, this district features distinct architectural elements and historic structures unique to that era. Today, Market Street in the Hillyard Business District is vibrant with restaurants, antique shops, and boutique stores. The Subarea planning process aims to build upon these assets, preserving significant historic structures while introducing transportation, land use, and open space enhancements to improve accessibility, connectivity, and diversify uses. Notably, two activity centers (Mixed-Use Neighborhood Center and Hillyard Business District) were identified as areas optimal for redevelopment. A potential redevelopment scenario incorporating these enhancements is shown in **Figure 2.3**.

In the long-run, the City should explore the possibility of de-coupling Market and Haven Street to create a significant redevelopment opportunity around the existing Aquatic Center. This initiative could enhance connectivity, improve traffic flow, and provide more space for green space, mixed-use development, and centralized community amenities.

Proposed improvements also include designing Olympic Avenue and Greene Street as 'festival streets'. These streets attract more visitors and provide opportunities to host community events, boosting sales for local businesses. Greene Street and Olympic Avenue were strategically identified for their prime locations, prominent business presence, and proximity to the Children of the Sun Trail. To prioritize the pedestrian experience, festival street components can include unique pavement markings, traffic calming features, string lights, and public art. Chapter 5 discusses the enhancements associated with this designation.



***Figure 2.3** – Hillyard Business District Redevelopment Scenario*



Significant redevelopment opportunity around the existing Aquatic Center could enhance connectivity, improve traffic flow, and provide more space for green space, mixed-use development, and centralized community amenities.

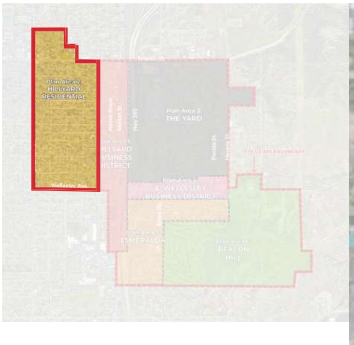


Proposed improvements also include designating Olympic Avenue and Greene Street as 'festival streets.



Section 2.3.2 Plan Area 2
Hillyard Residential

The Hillyard Residential Plan Area is located just west of the Hillyard Business District. This Plan Area extends to Crestline Street to the west, Wellesley Avenue to the south, and Bruce Street to the north. Although the Hillyard Residential Plan Area primarily consists of single-family residential homes, there are opportunities to enhance connectivity and introduce more community-oriented uses. Strategic planning initiatives, including designating key nodes along Crestline Street and Queen Avenue as activity centers, school and park enhancements, and mobility improvements, can help improve access and provide more amenities for Hillyard residents, all while preserving the neighborhood's existing character.

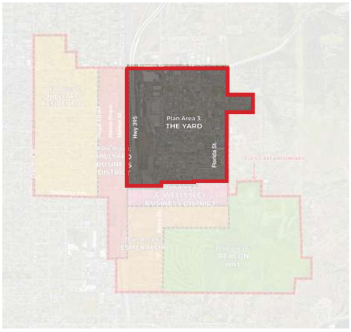




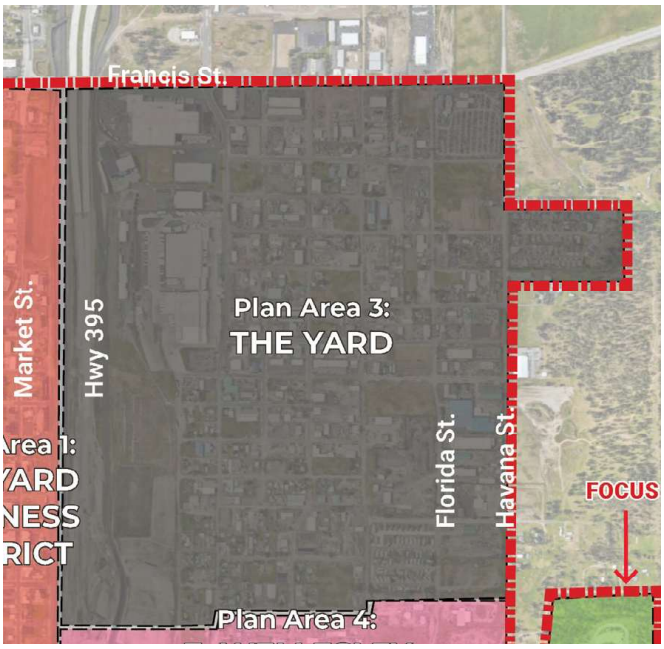


Designate Crestline Street and Queen Avenue as activity centers

Section 2.3.3 Plan Area 3
The Yard



The Yard, constituting the majority of the northern portion of the Focus Area, is located east of the Hillyard Business District. It is positioned between Hwy 395 on the west, Francis Street on the north, Havana Street on the east, with its southern boundary stopping just north of Wellesley Avenue. Due to its proximity to the railway tracks, the Yard is currently dominated by light industrial uses. Significant planning efforts have been undertaken for this Plan Area, most notably the 2017 Yard Redevelopment Master Plan. The Yard is envisioned to evolve into a diverse employment center for the region, supporting industrial and commercial uses as well as workforce housing. To help realize this vision, the Subarea planning process proposes a range of planning initiatives to support future land use and improve connectivity area-wide. See Planning Initiatives



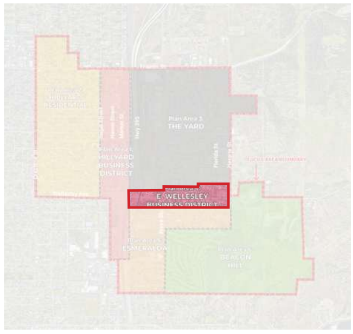
The Yard is envisioned to evolve into a diverse employment center for the region, supporting industrial and commercial uses as well as workforce housing.

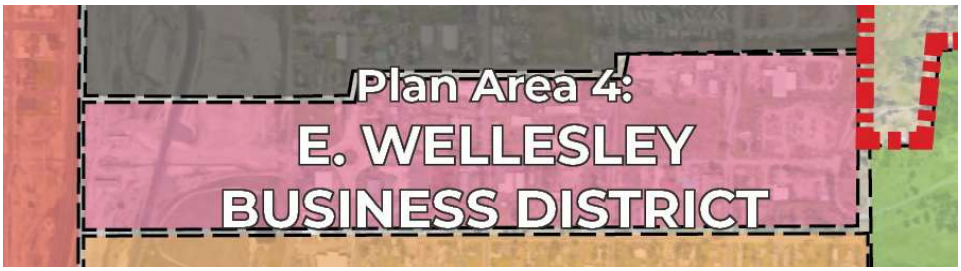


Section 2.3.4 Plan Area 4
E. Wellesley Business District

The East Wellesley Business District encompasses the properties along the E. Wellesley Avenue corridor between Hwy 395 and Havana Street. This Plan Area currently features numerous legacy industrial uses that should be transitioned to larger mixed use projects. The large redevelopment sites shown at the east end of the corridor, and the significant public investment in rebuilding Wellesley Ave. will catalyze this change. Notably, the properties along E. Wellesley Avenue present significant opportunities for infill development, which could include mixed-use commercial, office spaces, and flexspace. This will create a transition from lower density residential uses to the south, through higher intensity mixed use along the Wellesley corridor, and then to light industrial uses to the north. A potential redevelopment scenario incorporating these concepts is shown in **Figure 2.4**.

Reestablishing this Plan Area as an Employment Center can offer more flexibility while aligning with the existing land use mix and adjacent properties





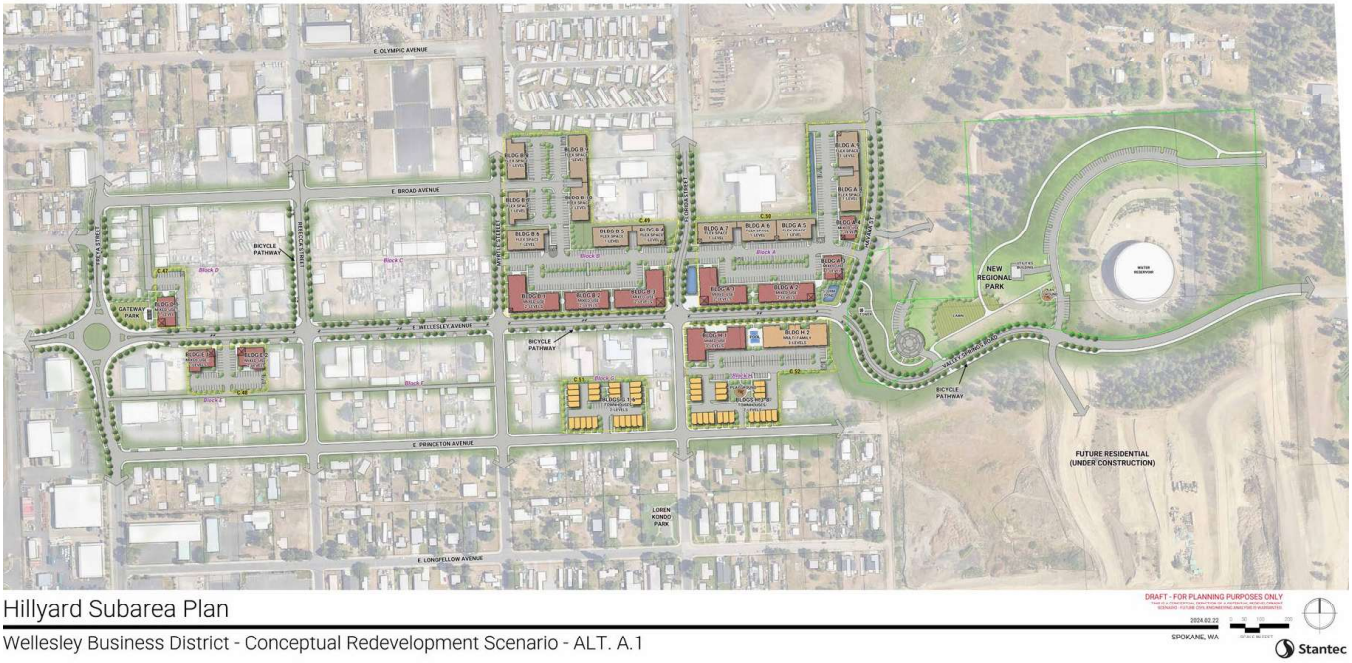
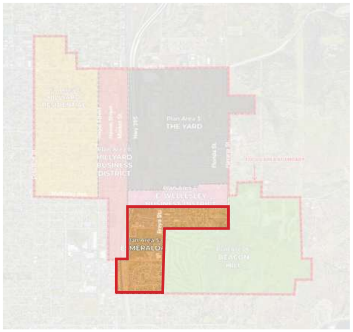
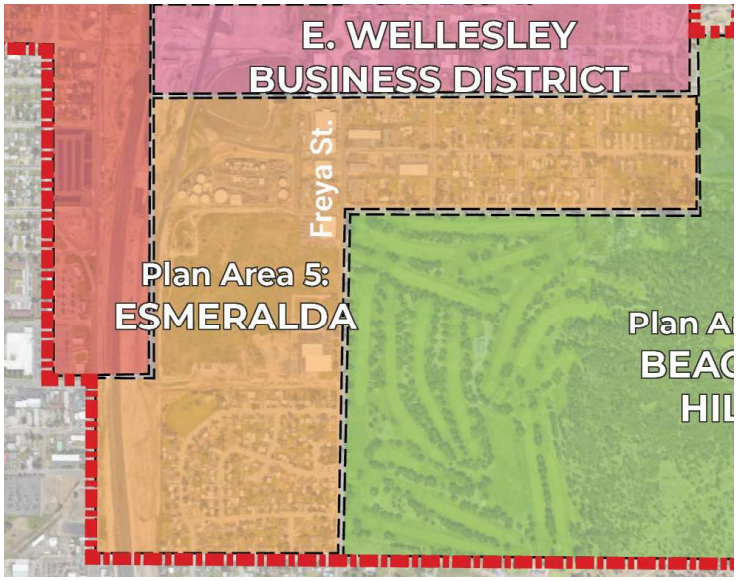


Figure 2.4 – *E. Wellesley District Redevelopment Scenario*

Section 2.3.5 Plan Area 5
Esmeralda



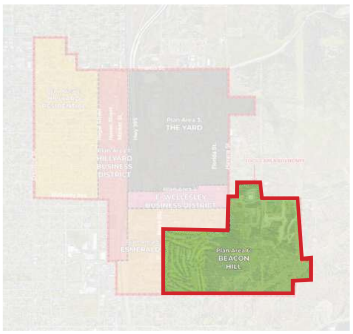
The Esmeralda Plan Area is located south of the Wellesley Business District, nestled between the Beacon Hill and Hillyard Business District Plan Areas. This primarily residential area hugs the Esmeralda Golf Course to the south and east. It mainly comprises single family residential neighborhoods and features several valued community parks, including Loren Kondo Park and Wild Horse Park. The northwest area of Esmeralda also contains a significant (24 acre) redevelopment site that was described in detail in the Yard Master Plan. It is currently undergoing a multi-year redevelopment, with the first phase consisting of a logistics/ light manufacturing use. The Subarea Plan aims to take advantage of the forthcoming connections created by the North Spokane Corridor (NSC). The area will have a focus on job creation, elimination of blight, and site design that provides a smooth transition to nearby residential neighborhoods. Specific planning initiatives to support the Esmeralda Plan Area vision by topic and their associated components are shown in **Appendix G**.



The Subarea planning process aims to preserve the residential character while improving connectivity to surrounding parks and major destinations.



Section 2.3.6 Plan Area 6
Beacon Hill



The Beacon Hill Plan Area primarily consists of undeveloped open space concentrated around the southeast corner of the Focus Area. It includes several trails, the Esmeralda Golf Course and the Water Reservoir. The major catalyst driving change in this area is the planned large-scale redevelopment of approximately 200 acres. The redevelopment will include approximately 2,000 dwelling units along with commercial and amenity spaces. Many planning initiatives aim to highlight this area as a regional recreational attraction, including swimming, natural climbing walls, activities like disc golf, and nearly 50 miles of mountain bike trails. The Subarea Plan recommendations for land use change include commercial uses to support this new neighborhood.



Many planning initiatives aim to improve outdoor recreation opportunities enhancing parks/open space, trails, and connections to these areas.



SECTION 2.4
Planning Initiatives

The planning initiatives pinpoint near- and long-term actions related to land use, transportation, and urban design-related components for each of the Plan Areas, with a goal of enhancing functionality, connectivity, and investment opportunities in the Hillyard neighborhood.

The planning initiatives correlate to the Plan Areas in the UFP and organize recommendations into categories that include (i) Activity Center Designations, (ii) Transportation/Mobility Projects, (iii) Right-of-Way Vacations, (iv) Utility Projects, and (v) Open Space Enhancements. The individual projects/initiatives depicted on the UFP are further detailed in the various elements of this Subarea Plan. The planning initiatives are summarized in the following sub-sections and detailed in **Appendix G**.

- ***Activity Center Designations*** (AC #): Activity centers focus investment in areas with strong community assets and accessibility, aiming to boost economic, social, and civic activity. These centers promote walkable, vibrant districts by clustering commercial, retail, and recreational uses. They can be formally designated in the Comprehensive Plan, with zoning adjustments to allow greater land use flexibility.
  - ***Mixed-use Neighborhood Center*** (AC 1, 2, 3, 5, 6): Located outside Hillyard's core in lower-density neighborhoods, these centers aim to evolve into walkable, mixed-use areas with residential and commercial uses. Key features include pedestrian-friendly amenities and community-serving businesses.
  - ***Hillyard Business District*** (AC.4): Centered on Market and Haven Streets, this core area features restaurants and shops. Redevelopment of catalyst sites here can revitalize underused properties and strengthen existing activity hubs.
  - ***East Wellesley Corridor District*** (AC.7): This light industrial area east of the railroad has potential for a mixed-use node, blending light manufacturing, artisan spaces, housing, and commercial services.

Goal of enhancing functionality, connectivity, and investment opportunities in the Hillyard neighborhood.



Hillyard Business District



East Wellesley Corridor District

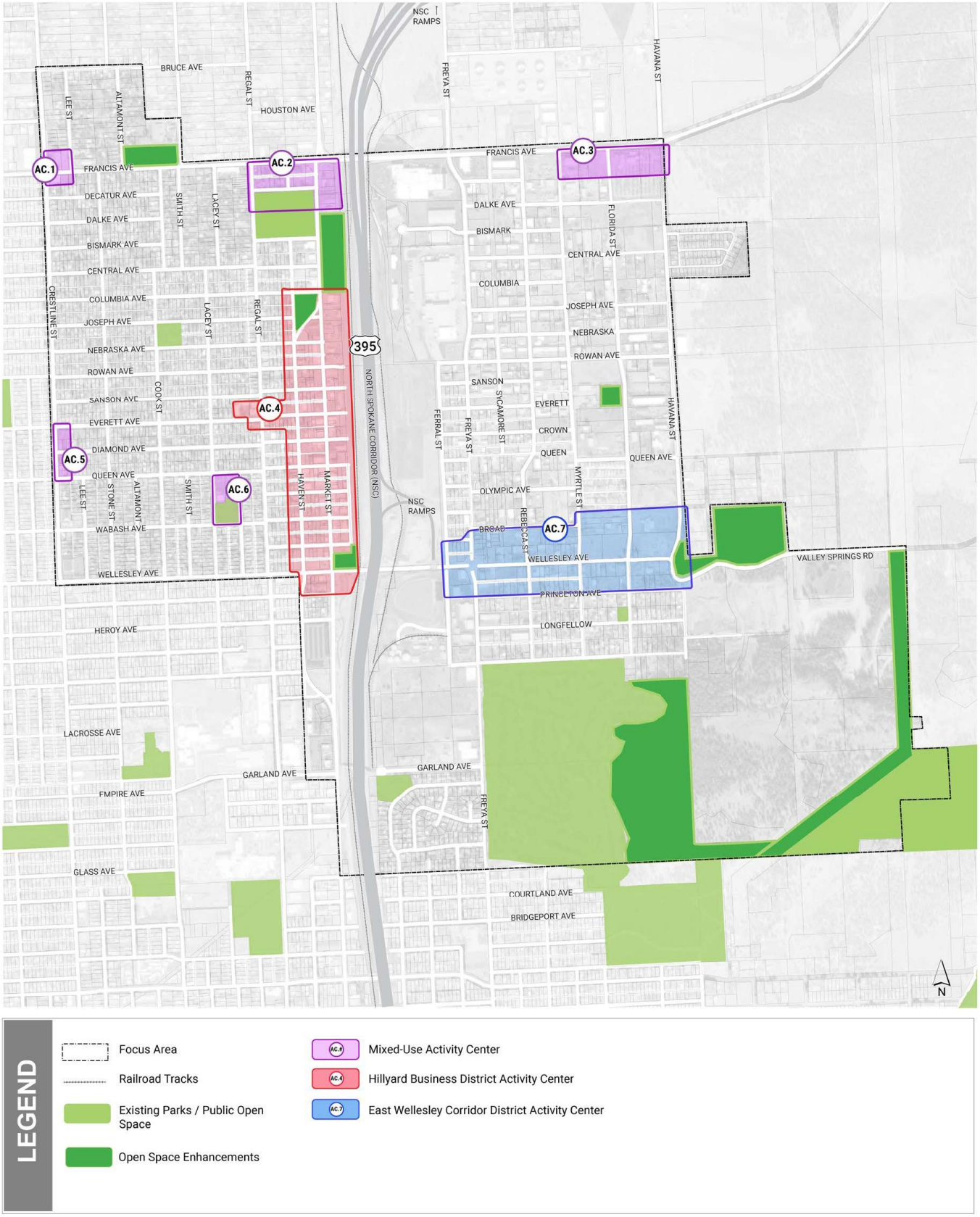


***Figure 2.5** – HIllyard Subarea Plan Activity Centers Map*

- ***Transportation Mobility Projects*** (T.#): Streetscape upgrades—like sidewalks, bike lanes, landscaping, and traffic calming—promote walkability and reduce car dependence. Applying universal design ensures accessibility for all. The City should prioritize improvements along key economic corridors using the Pedestrian Improvement Plan as a guide.
- ***Right-of-Way Vacations*** (V.#): Vacating underused public roads allows adjacent property owners to develop land that was otherwise restricted. North Sycamore Street (between Decatur and Nebraska Avenues) is a prime candidate due to its low use and redevelopment.

Streetscape upgrades—like sidewalks, bike lanes, landscaping, and traffic calming—promote walkability and reduce car dependence.







Pedestrian crossings and bike lanes



Pedestrian friendly businesses



Potential angled parking



Figure 2.6 – *HIllyard Subarea Plan Transportation Map*

- ***Utility Projects*** (U.#): To support redevelopment, new utility connections and infrastructure will be needed to accommodate new and existing residents and future businesses. The Focus Area contains four (4) separate stormwater facilities that would greatly benefit from an upgrade; these are discussed in more detail in Chapter 6.
- ***Park/Open Space Enhancements*** (P.#): Open spaces are often the sites of community events and are major focal points of community cohesion and placemaking. The Focus Area contains several open spaces that could greatly benefit from targeted enhancements. These enhancements are identified in **Figure 2.7**, and outlined in Chapter 7.



The Focus Area contains several open spaces that could greatly benefit from targeted enhancements.



Figure 2.7 – *Hillyard Subarea Plan Park/Open Space Enhancements Map*



Chapter 3

Land Use and Urban Design Element

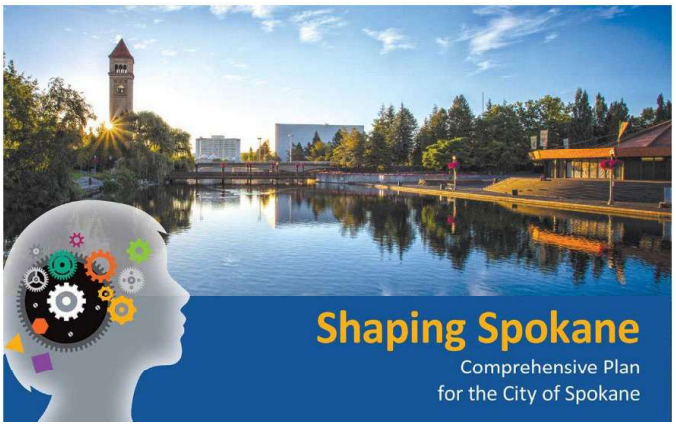
SECTION 3.1
Introduction

The Project Team has performed research to understand the prominent plans that shape the progress of development as well the zoning and development standards that currently dictate development within the Focus Area.

These findings are presented to help determine potential amendments and additions to these plans and standards that are consistent with the Hillyard Community's vision and needs as well as supportive of potential project sites.

SECTION 3.2
Land Use in the Comprehensive Plan and Other Long-Range Planning Documents

A critical component of Subarea Planning is to review and build upon other city-wide policy documents as those past planning efforts serve as a foundation for revitalization planning. Specifically, the City's Comprehensive Plan contains the land use designations and policies for properties within the municipal limits and the Yard Redevelopment Master Plan (YRMP) proposes revitalization ideas and infrastructure improvements for the eastern portions of the Focus Area.



Appendix B Plan References and Resources provides more detail on the City's Comprehensive Plan and the YRMP, respectively.

Section 3.2.1
City of Spokane Comprehensive Plan Land Use Designations

The Land Use chapter of the City's Comprehensive Plan established the City's commitment to land usage and area revitalization through city-wide goals and neighborhood policies. This serves as the supportive policy foundation for Subarea Planning in the Hillyard Focus Area. As part of this chapter, the Land Use map was developed to assign each property within the municipal limits a land use designation that defines how the land may be used, the intended development form, and which implementing zoning district can be assigned (to specific properties). The following thirteen (13) land use designations comprise the Focus Area:

- Center & Corridor Core (CC Core)
- Center & Corridor Transition (CC Transition)
- General Commercial
- Neighborhood Retail
- Neighborhood Mini-Center
- Office
- Residential 15+ (Residential High)
- Residential 15-30 (Residential Moderate)
- Residential 10-20 (Residential Plus)
- Residential 4-10 (Residential Low)
- Open Space
- Heavy Industrial (HI):
- Light Industrial (LI):

Descriptions of each of these land use designations can be found in **Appendix B**. **Figure 3.1** depicts where these land uses fall within the Focus Area.

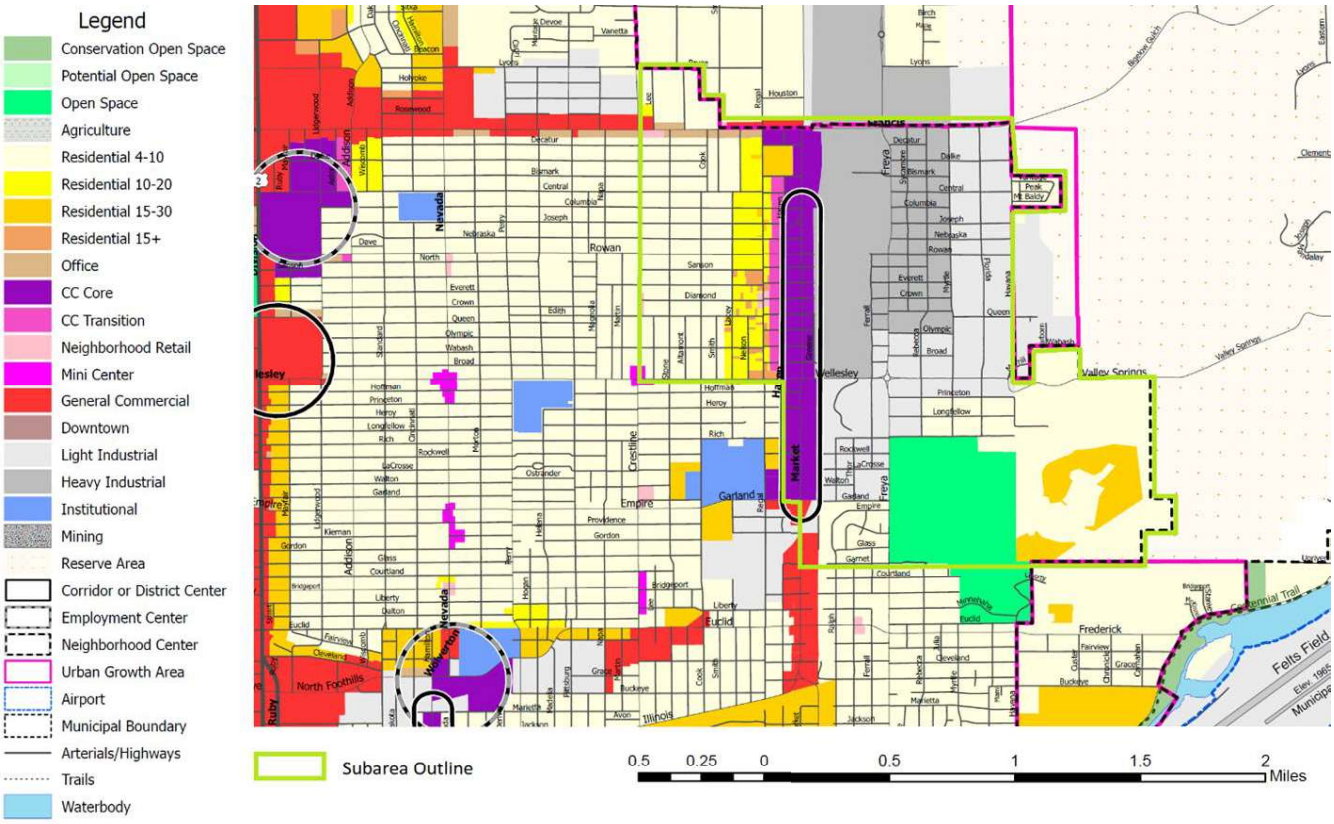


***Figure 3.1** – Current Comprehensive Plan Future Land Use Map*

As of writing this Subarea Plan, the City is undertaking a periodic update to the City's Comprehensive Plan as required by the Growth Management Act. Due in June 2026, the periodic update will identify policies and future regulations to guide the next 20 years Spokane, complying with new state legislation and community vision. The Hillyard Subarea Plan will inform updates to the Comprehensive Plan, including potential amendments to land use designations within the Focus Area.

SECTION 3.3
Current Zoning and Development Standards

The Spokane Municipal Code Title 17 details all requirements related to zoning. This title establishes standards for the design, materials, methods of construction, location and use of buildings and other improvements to land, as well as procedures for the approval, inspection, and enforcement of those standards. The Hillyard Neighborhood Focus Area overlaps eleven (11) zoning districts, and one overlay zone as shown in **Figure 3.2**. West Hillyard is made up primarily of residential zones, with commercial zoning near the Francis Street and Market Street corridors. East Hillyard is primarily zoned industrial, with residential zoning located near the Esmeralda and Beacon Hill areas. **Appendix B** describes each zoning district and overlay zone as well as summarizes the development standards for each.

The Focus Area overlaps eleven (11) zoning districts, and one overlay zone.

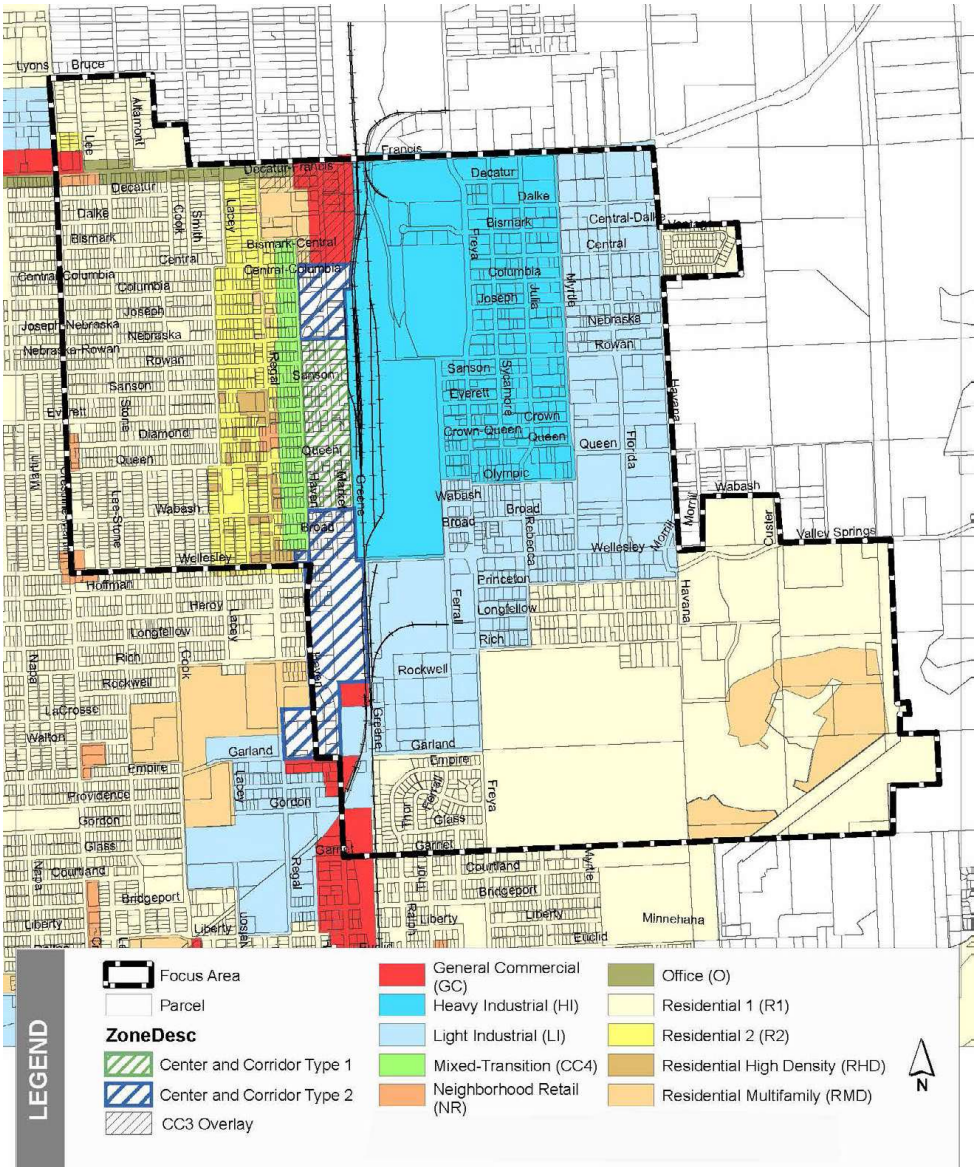


Figure 3.2 – *Hillyard Subarea Current Zoning Map*

SECTION 3.4
Preferred Land Use Alternative

The preferred land use alternative enables the changes represented in the Urban Framerwork Plan (Section 2.2). Section 2.1 identified the vision for the Hillyard area: “rediscover Hillyard’s history, assets, community, and potential through an actionable plan centered on physical enhancements, supportive infrastructure, and land use planning.”

Figure 3.3 depicts new future land use categories for the Hillyard Study Area. The changes from the current Comprehensive Plan include minor changes to the industrial designations within the Yard, an Employment Center designation over much of the Wellesley Planning Area, open space designations over the North Hill reservoir, and a Neighborhood Mini Center south of Valley Spring Road within Beacon Hill.

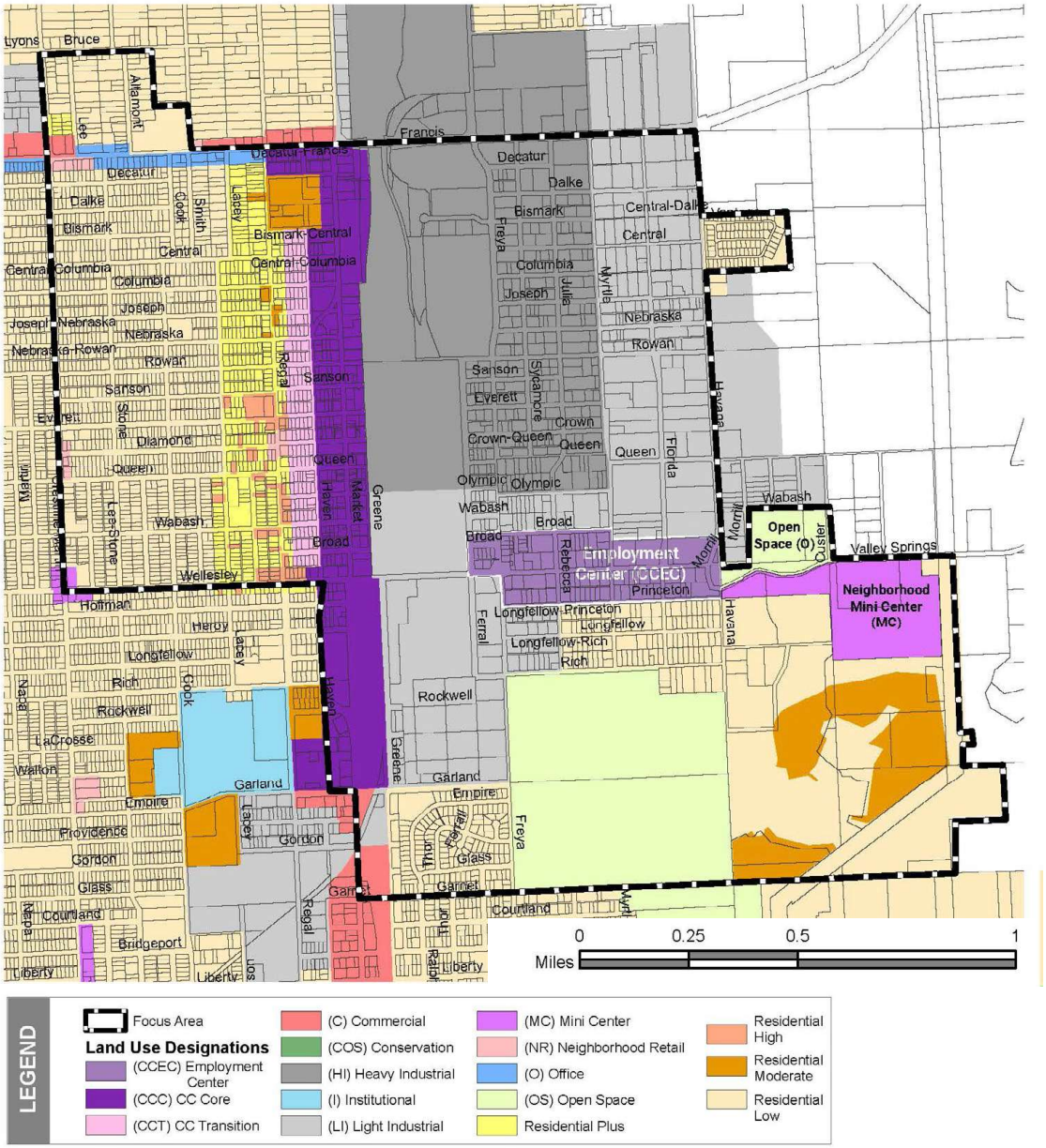


***Figure 3.3** – Hillyard Subarea Preferred Land Use Alternative Map*

SECTION 3.5
Area Need, Prospects, and Potential

Based on the UFP's designated Catalyst Sites, the Project Team generated the redevelopment potential for those properties based on the vision, future land use categories, and site conditions. These redevelopment estimates can help the City/NEPDA and property owners plan for supportive land use/ zoning designations, services/infrastructure, and marketing/incentive programs.

It is important to note that these estimates represent the maximum potential development of the catalyst sites, not the likely amount of development within the planning horizon. The Public Financing Strategy Report in Appendix G provides more detail on assumptions about the pace of buildout of the Catalyst Sites.

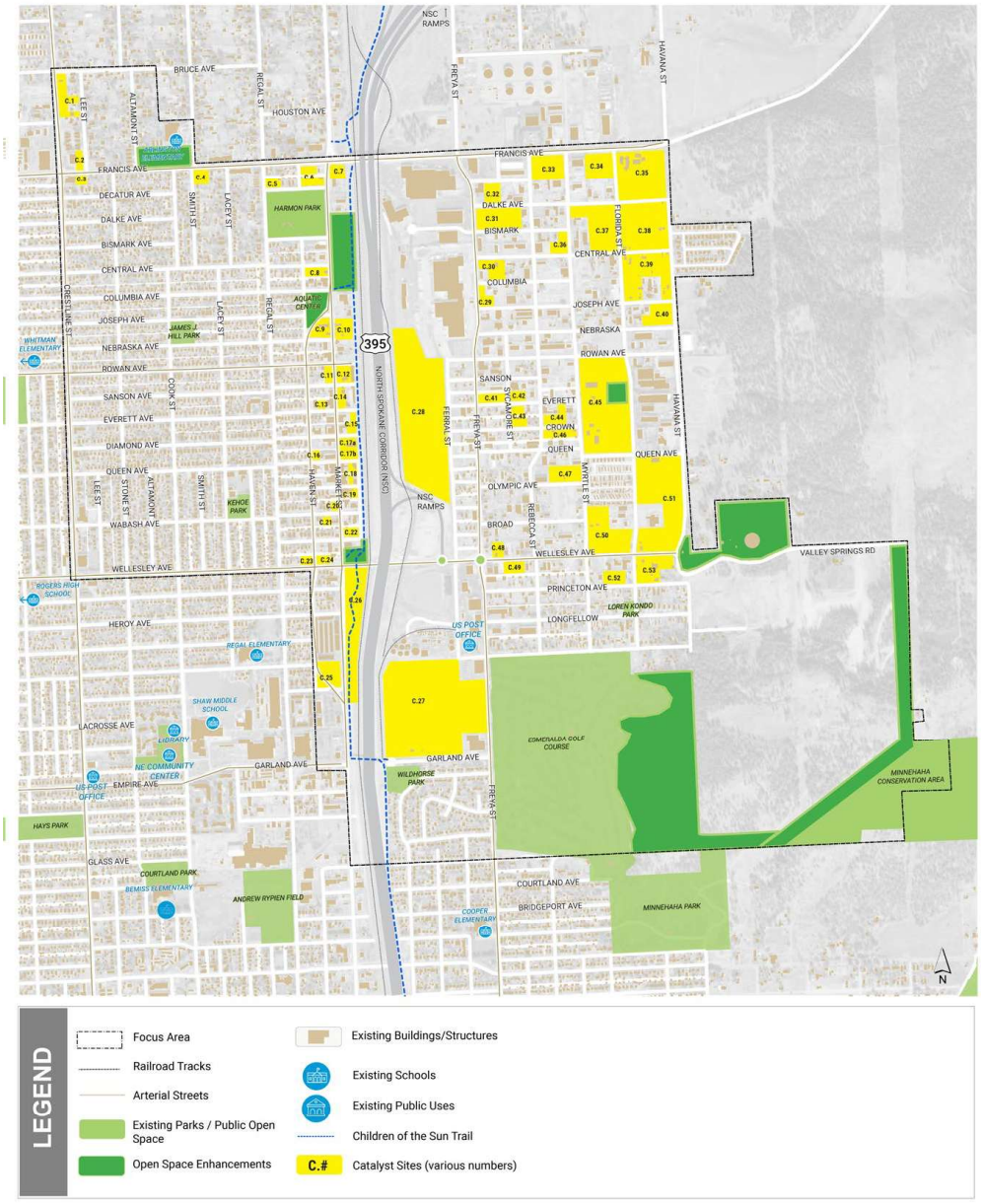


***Figure 3.4** – Hillyard Subarea Plan Catalyst Sites Map*

Section 3.5.1 Redevelopment Potential

To calculate the redevelopment potential of a site, several assumptions had to be made. At the time of this plan, the City is updating the Comprehensive Plan, and reviewing many of the zoning districts that will apply to the Hillyard area. The redevelopment estimates in this Subarea Plan are based on future land use guidance from the current Comprehensive Plan. The following specific assumptions apply:

TABLE 3.1 – REDEVELOPMENT ASSUMPTIONS

		FAR (with amenities) and Density Assumptions						
Future Land Use Category, 2017	Zoning District	Non-Residential	Residential	Combined	Assumed FAR	Maximum Density (Units per acre)	Assumed Density-Low (Units per acre)	Assumed Density-High (Units per acre)
Res Low	R-1					10	6.5	8.5
Res Moderate	RMF					30	19.5	25.5
Res High	RH					30	19.5	25.5
Res +						20	13	17
Office	O	0.8		0.8	0.5			
Center & Corridor Employment Center	CC1-EC	3.0		3.0	2.0	44	28.6	37.4
Center & Corridor Core[1]	CC1	1.0		3.0	2.0			
	CC2	0.8		2.3	1.5			
	GC	2.5		2.5	1.5			
Center & Corridor Transition	CC4[2]	0.5		1.5	1.0	22	14.3	18.7
Commercial	GC	2.5		2.5	1.6			
Heavy Industrial	HI[3]	0.4		0.4	0.3			
Light Industrial	LI[3]	0.4		0.4	0.3			
Neighborhood Mini Center	NMU[4]	1.0		1.0	0.7	30	19.5	25.5
Neighborhood Retail	NR[5]	0.8		0.8	0.5	22	14.3	18.7

1 Use existing parcel zoning

2 In the CC4 zone the FAR for all nonresidential uses may not be greater than the FAR for the residential uses located on the same parcel. Nonresidential uses are limited to a maximum of three thousand square feet per parcel.

3 Code does not list FAR limits: for Subarea Planning purposes, a 40% FAR was applied for all HI and LI zones

4 No residential density listed in NR district. Comp plan describes the Mini-Center district as also including high-density residential (higher than Neighborhood Retail), so assumed same density as RH.

5 No residential density listed in NR district. Comp plan describes the Neighborhood Retail district as also including "higher-density residential", so assumed same density as Res+ here.

Section 3.5.2
Redevelopment Assumptions

Based upon the assumptions in **Table 3.1**, the existing characteristics of the catalyst sites, and the preferred future land use alternative presented in Section 3.4, we estimate the total development potential of the study area as follows:

TABLE 3.2 - CATALYST SITES DEVELOPMENT POTENTIAL

	Acres	Square Feet (SF)	Non Residential (sf)	Residential (sf) Low	Residential (sf) High	Dwelling Units Low	Dwelling Units High
Total Estimates	**187.4**	**8,160,966**	**6,439,708**	**1,701,834**	**2,391,166**	**1,702**	**2,391**

Section 3.5.3
Market and Economic Conditions

A market study of the Focus Area was conducted to inform the area-wide planning process. Key findings listed by topic are outlined below; the full study is found in **Appendix J.**

Population and Employment

- ***Modest Population Growth:*** The Focus Area, currently home to 9,686 residents, is projected to grow by just over 3% in 10 years (0.32% annually), compared to 8% citywide growth in Spokane. The Focus Area has the potential to absorb a higher proportion of the city's population growth through new development projects and infrastructure improvements such as the NSC project.
- ***Housing Demand:*** Up to 434 new housing units will be needed in the next decade, along with substantial renovation of about 414 existing units to keep them market-ready.
- ***High Employment Growth:*** The Focus Area is expected to add over 1,000 jobs in the next 10 years (1.8% annual growth), aligning with broader trends in Spokane County.
- ***Need for Commercial Space:*** Job growth could drive demand for up to 400,000 square feet of commercial and employment space over the next 20 years, including office, industrial, retail, and institutional uses.
- ***Income Disparity:*** Median household income is $41,000 in West Hillyard (28% below city median) and $61,000 in East Hillyard (7% above city median).
- ***Housing Affordability:*** About 26% of households are cost burdened. Renters are especially affected, with 47% spending over 30% of income on housing, highlighting the need for more affordable rental options.

Development Forecasts and Available Land

- ***Land Availability:*** The Focus Area has 622 acres of undeveloped or unoccupied land—more than enough to meet the projected 10-year demand of 108 acres, resulting in a surplus of 514 acres.
- ***Commercial Development***: Land zoned to allow commercial and industrial uses exceeds projected needs, with a 514-acre surplus available for employment-related growth.
- ***Residential Development:*** Over 230 acres are available for residential use, easily covering the forecasted 73-acre demand over the next decade. This includes mixed-use zoned land.
- ***Opportunity Sites:*** The Project Team identified 53 catalyst sites; these are identified in **Appendix G**. Of the catalyst sites, 22 were identified as 'opportunity sites' due to being underutilized. The opportunity sites total 217 acres; which could meet all forecasted commercial demand and 8% of residential demand.

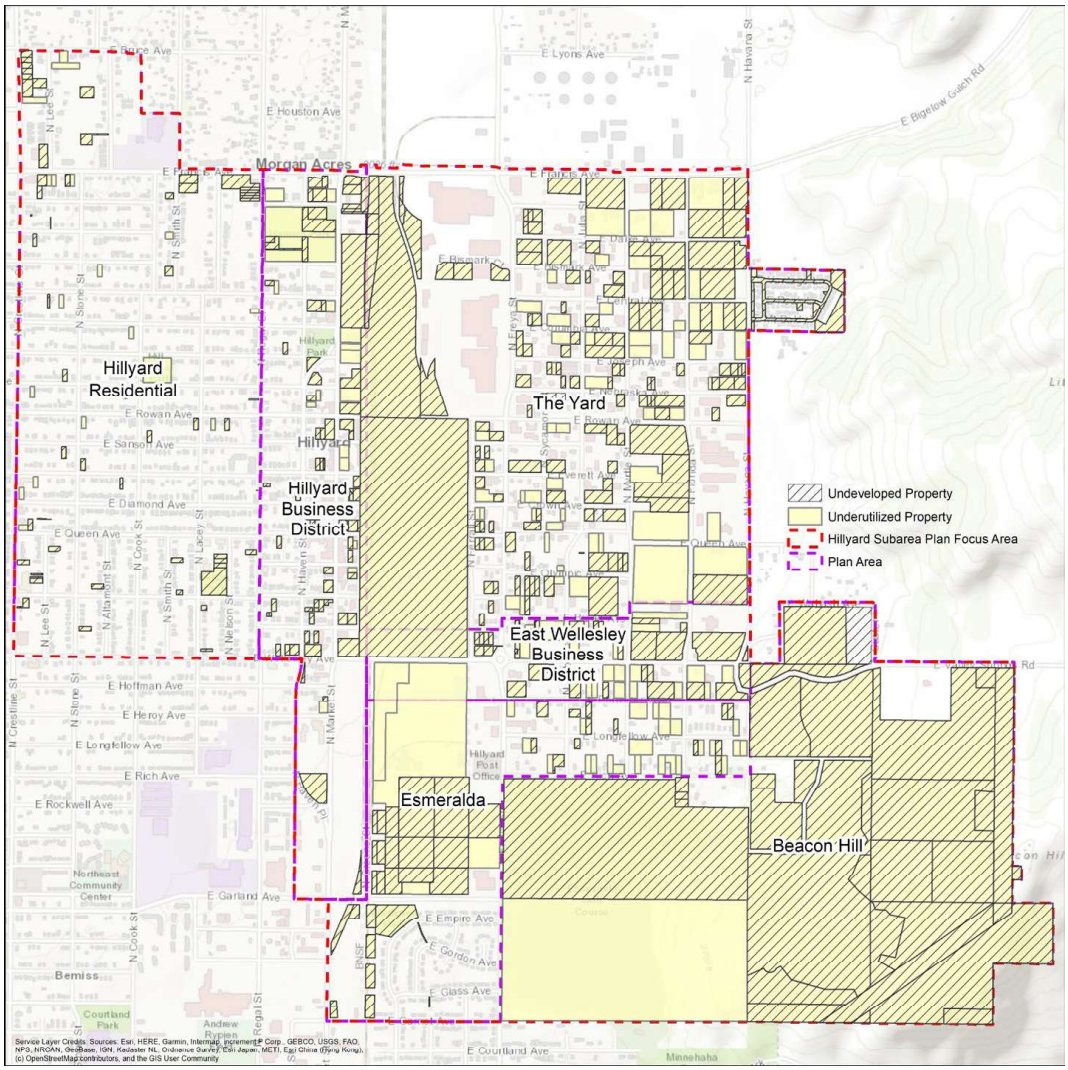


Figure 3.5 – *Hillyard Subarea Undeveloped and Underutilized Properties Map*

SECTION 3.6
Land Use and Urban Design Strategies

In addition to the specific projects recommended within the Urban Framework Plan, this section presents more general land use and urban design strategies to be implemented within the City's regulatory framework.

Section 3.6.1
Supportive Comprehensive Plan Amendments

The preferred land use concept, shown in **Figure 3.6**, depicts some changes that will be required of the Comprehensive Plan's future land use map. Specifically, recommended amendments to the future land use map include:

- Change the area labeled Employment Center (CCEC) from Light Industrial to CCEC.
- Change the area labeled Potential Open Space (O) from Residential Low to O.
- Change the area labeled Neighborhood Mini-Center (MC) from Residential Low to MC.

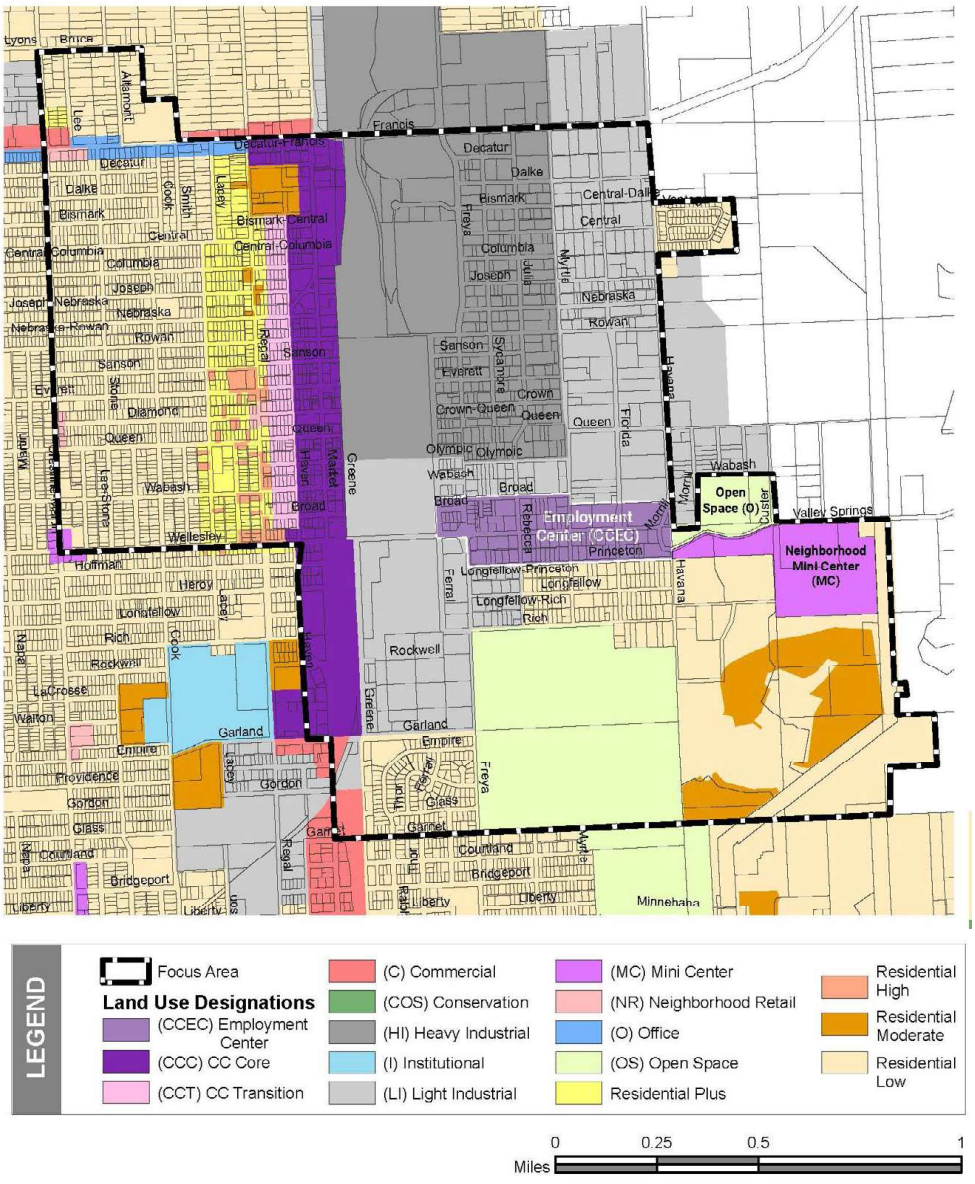


***Figure 3.6** – Hillyard Subarea Preferred Land Use Alternative Map*

Section 3.6.2
Supportive Zoning and Map Amendments

Currently, the City is examining the Corridors and Centers, which is both a land use and zoning approach within the city. This study will provide recommendations to inform both the comprehensive plan and development regulations. Because of this ongoing work, this Plan does not make specific recommendations for zoning changes within the study area.

Key recommendations in the Corridors and Centers study will center around:

- Creation of a new family of mixed-use zones for centers and corridors, including zones that could apply outside of the designated Centers and Corridors in the land use plan.
- Emphasizing maximum building heights and height transitions in each of the mixed-use zones.
- Updates to block frontage standards along pedestrian-oriented streets that include allowable uses, transparency requirements, weather protection areas, prohibition of freestanding signs, and more.
- Reduced block size and enhanced connectivity standards for large lot development.

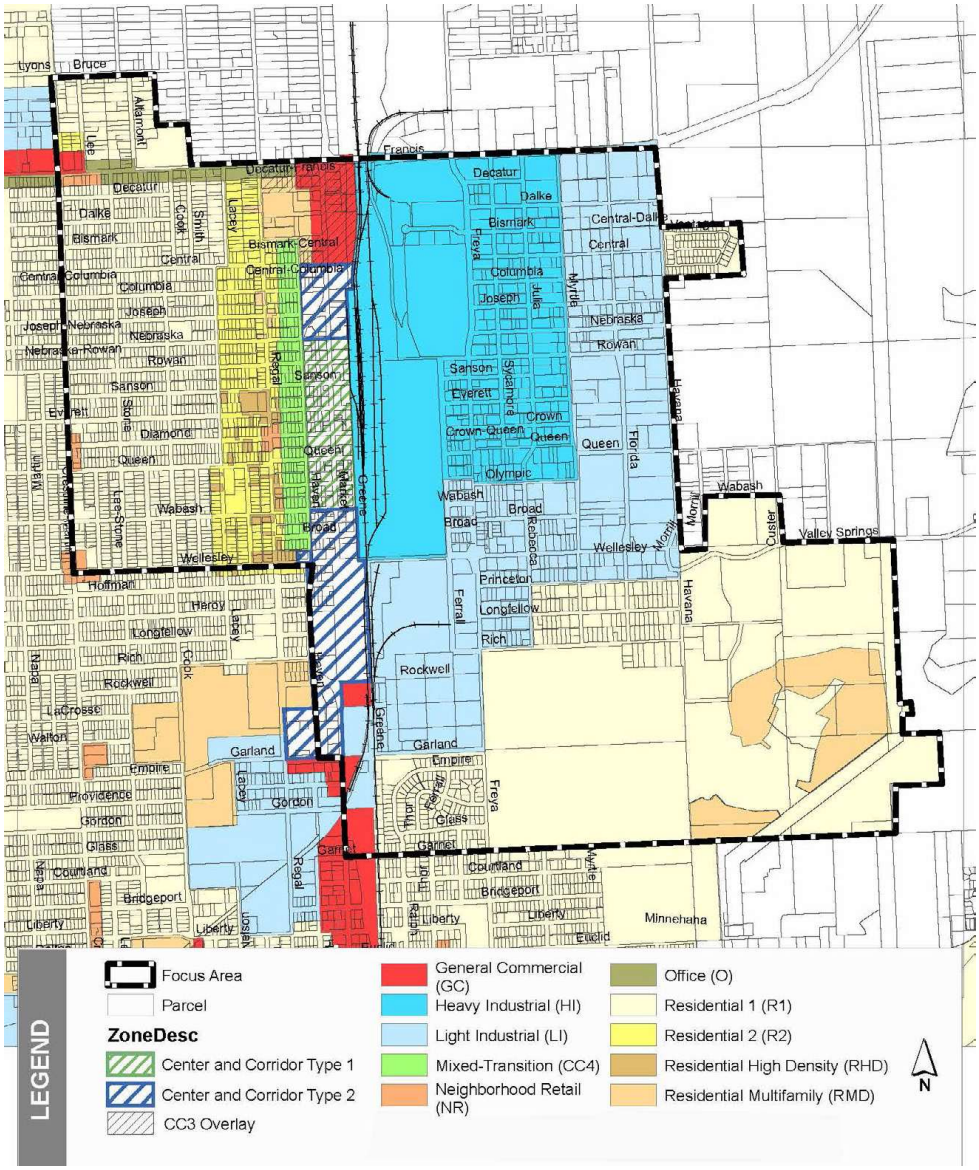


***Figure 37** – Hillyard Subarea Current Zoning Map*

Section 3.6.3
Other Supportive Land Use/Urban Design Strategies

In addition to amendments to the comprehensive plan and zoning ordinance, the following strategies can support the successful redevelopment and revitalization of the Hillyard area:

- Create design standards for the public realm outside of the zoning ordinance. These standards should guide public investments during street projects and may include streetscaping, sidewalks and/or multi-use trails.
  - Street design standards for industrial areas
  - Street design standards that include modifications to implement complete streets principles
- Implement Crime Prevention Through Environmental Design principles to reduce both crime and fear of crime. Applicable principles include:
  - Lighting, landscaping, and clear sight lines to enhance natural surveillance
  - Use of barriers such as fencing or plantings to provide orientation and a pedestrian-friendly environment, discouraging would-be offenders by making non-compliance obvious
  - Use of physical attributes like art, signs, landscaping and more to define areas of “ownership” and care.
  - Increasing physical maintenance and code enforcement in the area, using low-maintenance landscaping materials, removal of trash, and other programs to maintain a clean and orderly environment
  - Ensure access to goods and services by designing pedestrian amenities, public parks, transit, employment and housing areas together.
- Create evaluation criteria for when a right-of-way should be vacated.
- Build on existing, or previously existing, façade improvement programs for existing businesses.
- Consider programs, both enforcement and incentives, to increase property maintenance.
- Consider performance-based zoning standards to ensure that industrial and large employment uses are good neighbors to commercial and residential areas.

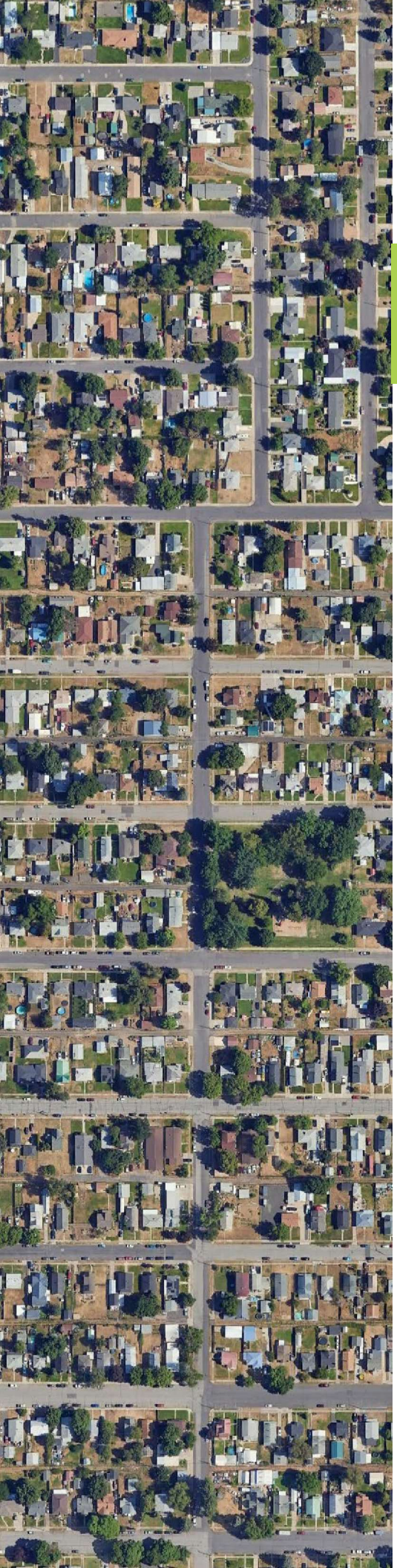


- Activity Center Designation: Designate areas within each Plan Area that are prime for redevelopment as activity centers (see **Figure 3.6**).
  - Hillyard Business District - AC.2 and 4.
  - Hillyard Residential - AC.1, 5, 6.
  - The Yard – AC.3.
  - Wellesley Business District – AC.7.
- Specific strategies for the Hillyard Business District Plan Area:
  - ***Mixed-use Development:*** Prioritize a variety of uses by concentrating mixed-use development at activity centers and catalyst sites.
  - ***Zoning:*** Utilize zoning to direct the type, location, and density of development to help realize the Plan Area's vision by aligning current zoning with the future land use plan. Create flexible zoning language that allows for a variety of employment, residential, and commercial uses including mobile vendors.
  - ***Transitional Development:*** Harmonious Development: Create performance standards, including criteria for when they are triggered, that minimize noise, vehicular traffic, and other impacts on adjacent neighborhoods.
  - ***Facade and Site Enhancements:*** Establish a program that incentivizes property owners to improve their site and exterior building facades. This program can include financial grants, historic preservation grants, tax incentives, and design assistance to encourage participation and ensure high-quality improvements.



Figure 3.6 *– HIllyard Subarea Plan Activity Centers Map*





Chapter 4

The Housing Element

SECTION 4.1
Introduction

One important objective of this plan is to enhance livability by providing affordable housing so that as the Hillyard area improves, existing residents are not displaced. The City has done significant work recently to promote the development of more housing. This chapter summarizes those initiatives, provides background on the current state of housing, and recommends strategies for the city and its partners to do even more.

SECTION 4.2
Current Housing Supply and Characteristics

This section provides a snapshot of the housing supply and characteristics specific to the Focus Area, including housing units and tenure, housing types, and unit size. Information in this section is based on readily available census data accessed in July 2023, which may differ slightly from the City's Housing Action Plan adopted in July 2021. A full analysis of housing supply and demand can be found in the Market Study in **Appendix J**.

Section 4.2.1
Housing Units and Tenure

The Focus Area contains 5,304 housing units, with a 97% occupancy rate—58% owner-occupied and 42% renter-occupied. This ownership rate is slightly higher than the City of Spokane but about 5% lower than Spokane County and Washington State.

Most housing in the area is older, with 79% built before 1980 and 21% built since. Homes built before 1978 may contain lead-based paint, which can be managed with proper care. An aging housing stock also requires ongoing maintenance and, in some cases, significant repairs.

Section 4.2.2
Housing Types

The majority (76 percent) of housing types within the Focus Area are single unit, detached homes. Housing with 20 or more units make up the second largest percentage at 7 percent. Three and 4-unit buildings make up 4 percent. Single unit attached homes make up 3 percent of the housing. Finally, the remaining 10 percent of housing types are comprised of 2-unit, 5- to 9-unit, 10- to 19-unit, and manufactured housing, which individually make up less than 3 percent of the housing share (1 percent, 3 percent, 3 percent, 3 percent, respectively).

TABLE 4.1 - HOUSING TYPES, WITHIN FOCUS AREAS CTS Number/Percent of Housing Units by Geographic Area								
Housing Characteristic	WA State	Spokane County	CT 2.01[1]	CT 2.02 [1]	CT 16[2]	CT 144[3]	Focus Area CTs[4]	City of Spokane
Total housing units	3,170,695	221,968	1,345	714	1,432	1,813	5,304	99,933
1 unit, detached	63.00%	65.30%	68.60%	75.60%	62.60%	92.50%	76.09%	63.60%
1 unit, attached	4.10%	3.40%	8.70%	2.80%	1.60%	0.80%	3.29%	2.80%
2 units	2.30%	2.40%	2.30%	1.50%	1.30%	0.00%	1.14%	3.10%
3-4 units	3.60%	3.00%	3.50%	6.00%	10.00%	0.00%	4.40%	4.10%
5-9 units	4.40%	4.20%	2.70%	6.00%	5.00%	0.00%	2.92%	5.30%
10 to 19 units	4.80%	5.80%	0.70%	1.30%	9.40%	0.00%	2.89%	6.20%
20+ units	11.70%	10.30%	12.00%	6.20%	10.20%	0.00%	6.63%	13.30%
Mobile home	5.90%	5.30%	1.50%	0.00%	0.00%	6.70%	2.67%	1.60%
Boat, RV, van, etc.	0.20%	0.10%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

[1] Prior to 2021 census data, CTs 2.01 and 2.02 were combined as CT 2.
[2] Focus Area covers a portion of CT 16 (the western portions are outside the Focus Area).
[3] Focus Area covers a portion of CT 144 (the southern portions are outside the Focus Area).
[4] Statistics reflect a weighted calculation of CTs 2.01, 2.02, 16, and 144.
Source: US Census / American Community Survey 2021-5-year estimates

Like many communities across the United States, the Focus Area has a lack of 'Missing Middle Housing' – types that fall somewhere in between single-unit homes and mid-rise or higher-unit apartment buildings. With three-fourths of the housing in the Focus Area comprised of single detached units, housing choice is greatly limited in this area. A lack of diversity in housing types can create a mismatch between preference and reality, and it can also lead to – like tenure mix – a lack of diversity in the neighborhood in terms of age, income, and household type.

Within the Focus Area, there is extensive opportunity to increase housing type diversity, whether it be through redevelopment, existing housing conversion, or adding units on existing residential lots, for example, by way of accessory dwelling units.



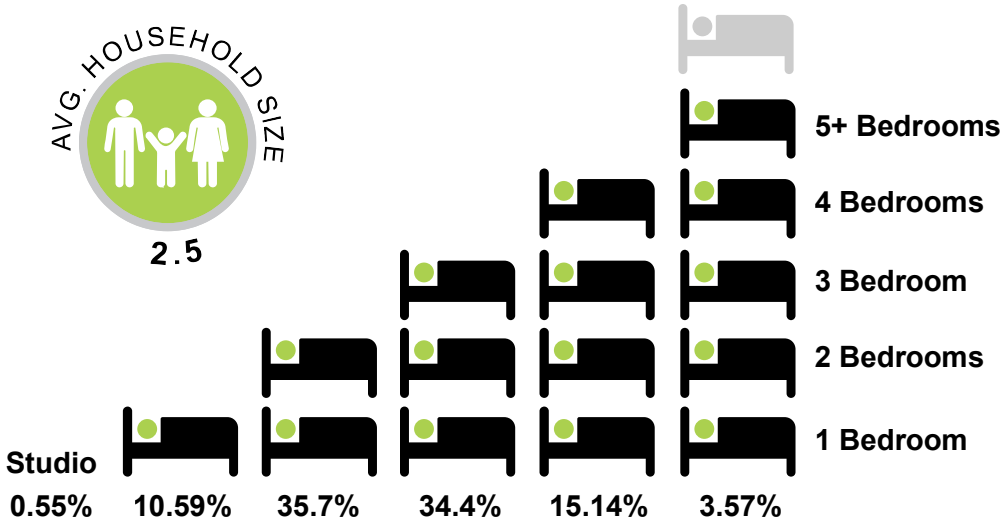


Credit: Google Earth Streetview

Section 4.2.3
Unit Size

The Focus Area has a range of housing unit sizes. Approximately 70 percent are either 2 or 3 bedrooms (35.70 percent and 34.44 percent, respectively). 4-bedroom units are 15.14 percent. One-bedroom units make up 10.59 percent of the housing stock. Finally, 3.57 percent of units have 5 or more bedrooms, and less than 1 percent (0.55 percent) of the units do not have a bedroom(studio units).

The Focus Area has an average household size of 2.5 people, and an average family size of just over 3 people.



As with housing tenure and type, too much of one unit size in terms of number of bedrooms limits choice and impacts the diversity of people found within a neighborhood.

Additionally, neighborhoods with a diverse range of unit sizes will attract diverse households into the neighborhood but also allow them to move and stay within the neighborhood for longer periods of time as the needs and space of households and families change.

With 70 percent of the housing in the Focus Area consisting of 2- and 3-bedroom units, there is opportunity to add housing in this neighborhood on either side of the spectrum – studio and 1-bedroom units, as well as 4+ bedroom units.

Section 4.2.4
Housing Cost and Affordability

For the Focus Area, the median household income ranges from $37,330 to $60,850. Three of the Census Tracts (CTs) are below the City's median household income of $65,016, and all CTs are below both the County and State levels. *(source: 2020 US Census)*

The average household poverty rate for the Focus Area is 18.5 percent. The poverty rates for the Focus Area are higher compared to the City, County, and State.

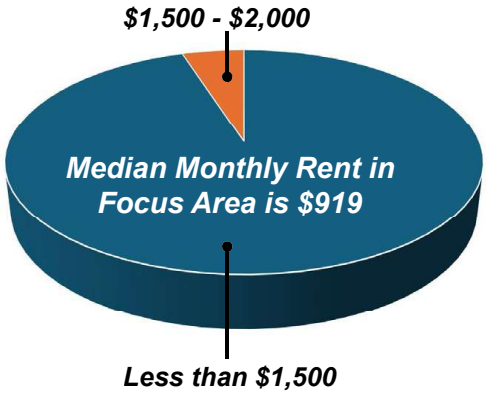


4.2.4.1. Affordability, Renter-occupied units

Median monthly rent in the Focus Area is $919, which is slightly below the Citywide and County median rent, and much lower than the statewide median rent. Approximately 95 percent of monthly rental rates are less than $1,500, and based on 2021 data, no rental rates are above $2,000.

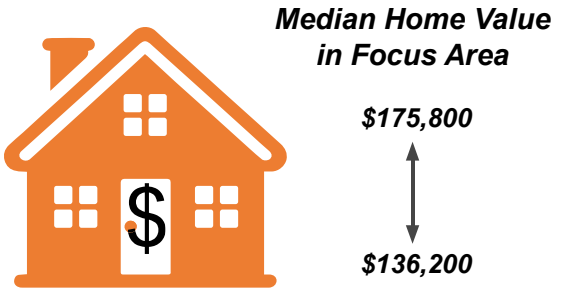
Nearly half of the people living in the Focus Area (47.6 percent) are cost-burdened households, households where gross rent is equal to or over 30 percent of household income. Approximately 34 percent of households spend 35 percent or more of their income on rent.

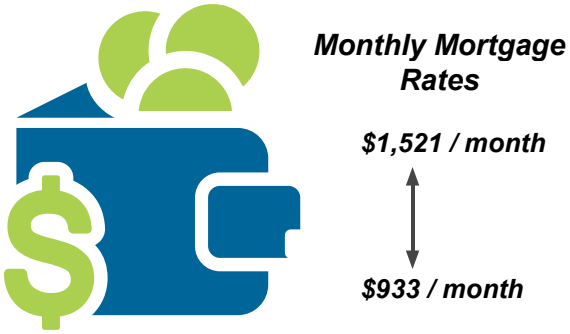
Rental housing units that are more affordable to those at lower income levels are in great need within the Focus Area.



4.2.4.2. Affordability, Owner-occupied units

The median home value in the Focus Area ranges between $136,200 and $175,800, which is lower than the city, county, and statewide home values. Approximately 35 percent of residents have paid off their mortgages. Of those units with a mortgage, 97 percent are paying less than $2,000 monthly. Based on the median household income ranges in Section 7.2.4, and the 30 percent rule, a household should be spending between $933 and $1,521 in monthly mortgage rates. In addition to renters in the Focus Area, there are also homeowners that are housing cost burdened.





SECTION 4.3
Housing Demand

The City's Housing Action Plan included a Housing Needs Assessment, which is summarized below.

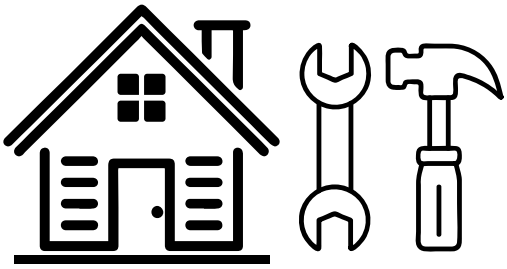
Spokane is experiencing steady population and job growth, with an estimated need for at least 6,800 new housing units over the next 20 years. Demographic shifts—particularly among baby boomers and millennials—are increasing demand for smaller homes and assisted living options. However, current housing is dominated by single-family homes and larger multifamily buildings, limiting choices.

The Comprehensive Plan and Housing Action Plan call for expanding "missing middle" housing—such as townhomes, duplexes, and accessory units—especially in lower-density zones, to improve affordability and meet diverse needs. The Housing Action Plan also recommends policy and code changes to support this goal.

In the Hillyard study area, 434 new housing units are needed by 2033, along with rehabilitation of 414 existing units to maintain supply. This represents a 12% increase, with an annual absorption rate of 43 units—significantly higher than the current average of 7 new units per year.



434 New Housing Units needed by 2033



Rehabilitation of 414 existing units to maintain supply



12% increase with absorption rate of 43 units annually

Housing examples that can be built in Hillyard



SECTION 4.4
Current City Housing Polices

This section includes housing-related goals and policies/strategies adopted as part of the City's Comprehensive Plan (2017) and Housing Action Plan (2021). Both citywide documents contain goals and policies or strategies that the City has committed to that must be considered in tandem with this Subarea Plan.

Section 4.4.1
City of Spokane Comprehensive Plan Housing Goals and Policies

The City's Comprehensive Plan details specific goals and policies for ensuring diverse, affordable, and equitable housing selections for its residents. The following is a summary of the housing policies relevant to the Focus Area.

- ***Efficient Growth:*** Focus new housing in areas with existing infrastructure and services.
- ***Equity & Inclusion:*** Encourage socioeconomic integration and mixed-income developments citywide.
- ***Affordable Housing:*** Require affordable units in new developments, support funding sources, and assist in developing low-income housing.
- ***Housing Diversity:*** Expand housing types including townhomes, accessory dwelling units (ADUs), manufactured homes, and single-room occupancy units.
- ***Individuals with additional needs & Senior Housing:*** Support housing for seniors and individuals with special needs, ensuring geographic distribution and accessibility.
- ***Rehabilitation & Preservation:*** Provide support for housing rehabilitation and preservation beyond code requirements.
- ***Connectivity:*** Link housing with transportation, jobs, education, and services to enhance livability and reduce barriers.

More detail on each of these housing policies and their respective goals can be found in **Appendix B**.

Section 4.4.2
City of Spokane Housing Action Plan (HAP) Goals and Strategies

The HAP identifies actions that the City can implement to support increased housing options and create more homes for more people. Below is a summary of the strategies from the HAP:

- ***Expand Housing Supply***
  - Encourage diverse housing types, especially missing middle housing.
  - Increase affordable housing to support mixed-income neighborhoods.
  - Simplify permitting processes.
  - Focus development near transit, centers, and corridors.
  - Update ADU standards for flexibility.
  - Use public/partner-owned land for affordable housing.

- ***Preserve Existing Housing***
  - Strengthen code enforcement for safety and quality.
  - Align resources to maintain affordable housing.
  - Protect and support renters.
  - Monitor short-term rentals to reduce negative impacts.
- ***Promote Equity and Access***
  - Remove barriers to housing for underserved groups.
  - Address racial disparities in housing.
  - Support low-income homeownership stability.
- ***Strengthen Planning and Partnerships***
  - Align growth with the Comprehensive Plan.
  - Collaborate across sectors (health, education, transit) to support housing goals.
  - Improve use of housing data for informed decision-making.

More detail on each of these housing policies and their respective strategies can be found in Section I.6.1 of **Appendix I** Plan References and Resources.

Section 4.4.3
Building Opportunity and Choices for All (BOCA) and Building Opportunity for Housing (BOH)

To support the goals listed in the HAP to increase housing supply, an interim zoning ordinance, BOCA, was proposed to quickly permit and encourage more housing types in response to rising rents and home prices. The BOCA pilot program is a one-year initiative intended to modify residential zoning to facilitate more diverse housing types in Spokane neighborhoods. Throughout the program, Planning Services staff collaborated with stakeholders and community members to develop permanent changes to the zoning code in order to improve housing choices for residents. Interim regulations were in effect between August 2022 and December 18, 2023, and provided the following:

- Duplexes, triplexes and fourplexes city-wide
- Townhomes (“attached homes”) allowed on all residential lots with no cap on number of townhomes, except in the Residential Agriculture (RA) zone
- Modified lot development standards to control building bulk and placement for detached single-family homes, duplexes, townhomes, triplexes and fourplexes to support the construction of middle housing types
- Unit density calculations for all projects approved under the pilot are permitted to round up
- Specific incentives for mixed-use residential construction in the Center and Corridor Zones were also included:
  - Modified building standards for development that are made up of at least 50% residential units to make construction more feasible
  - Reduce vehicle parking requirements for the residential floor areas
  - Floor area ratio and building height increases

While the BOCA initiative provided an immediate response to housing supply, it was only a temporary solution. The Building Opportunity for Housing (BOH) program was intended to address this issue by introducing more permanent amendments and policy changes to the Comprehensive Plan and Municipal Code to enhance housing choice, specifically to promote the development of middle housing and increase opportunities for home ownership. BOH permanently went into effect in Winter 2023, following Comprehensive Plan Amendments (Phase 1) and Municipal Code Amendments (Phase 2). These amendments included:

- Design standards for single-unit detached homes and Middle Housing developments
- No parking required for residential uses within ½ mile of a transit stop
- No lot density maximums for lots less than 2 acres
- Reduced lot size minimums
- Expanded Unit Lot Subdivision process to allow for greater site flexibility
- Implementation of footprint and impervious surface maximums
- Increased building height and reduced front and rear setbacks for some zones

SECTION 4.5
Housing Strategies

In addition to increasing supply, it is a priority to prevent displacement of current residents of the area as improvements and redevelopment happen. There are also further regulatory and incentive-based strategies that can help housing production in the Hillyard area.

Section 4.5.1 Anti-Displacement Strategies

Because the Hillyard area has a supply of naturally occurring affordable housing, and a significant population that is housing-cost burdened, it is important to approach redevelopment and revitalization with an eye toward keeping people in their neighborhoods. According to the Housing Displacement Risk Assessment done by the City in 2021, the Hillyard area has a very high risk of displacement due to socioeconomic status. As shown in **Figure 4.2**, displacement is tied to rising property values as new investment comes to a neighborhood.



***Figure 4.1** – Types of Anti-Displacement Policies (source: South Logan TOD Housing and Anti-Displacement Plan)*

Tools that can help with the anti-displacement priority include:

- Utilize a template development agreement which includes a checklist of priorities specific to Hillyard that would govern development or redevelopment over a certain size threshold.
- Establish a Community Preference policy which allows preference for existing residents in applications for new affordable housing units in the Hillyard neighborhood.
- Create a rental assistance fund to minimize displacement impacts on the most economically vulnerable. The fund would be available to residents needing relocation cost assistance or to cover security deposits or moving expenses.
- Utilize the Spokane Low Income Housing Consortium to acquire land for affordable housing.
- Explore the creation of a Hillyard Business Improvement District (BID), which would have the power to collect revenues and directly support initiatives which mitigate displacement of local businesses.
- Adopt a series of anti-displacement metrics that can be monitored throughout the implementation of this plan. Examples include: preserved housing units affordable to at or below 50% AMI; at-risk (for displacement) individuals served by financial technical assistance programs; or number of long-term designated affordable home ownership opportunities created (down payment assistance, new construction) or preserved (foreclosure assistance, home repair, mortgage assistance).

Section 4.5.2
Regulatory Strategies

The following strategies should also be considered to build on the City's previous work:

- Include flexibility in housing types allowed in the corridors and centers districts, currently being studied.
- Review design standards to minimize standards that increase housing costs but do not produce desired, priority outcomes.
- Reduce or eliminate requirements for ground floor retail in mixed-use developments in the Hillyard area, including in applicable corridor and center zoning districts. Market demand for bricks-and-mortar retail is unpredictable and can present a financial hardship to developers.

Section 4.5.3
Incentive and Other Strategies

The city is currently using all available incentives for housing allowed by Washington state law. These strategies should be targeted to the specific housing needs of current and future Hillyard residents.

- Target financial incentives to the production of studio and one-bedroom units, the type identified as most needed in the Market Study.
- Consider public-private partnerships with employers looking to add new employment opportunities to provide affordable housing to workers in Hillyard.



Chapter 5

The Transportation & Mobility Element

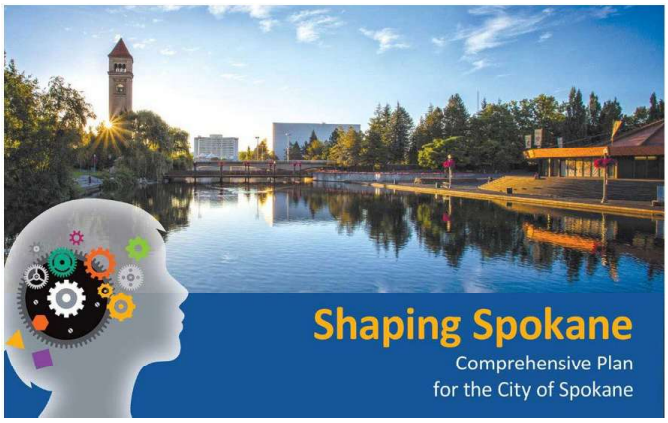
SECTION 5.1
Introduction

The infrastructure that supports our movement within a community plays a pivotal role in shaping the character and vibrancy of that place. A well-designed, connected, accessible, and multimodal transportation system has the power to drive economic growth, enhance social equity, and elevate the overall quality of life for residents. For communities like Hillyard to thrive, there is value in creating a multimodal transportation network that services a variety of users, ranging from motorists to pedestrians. Through the Subarea Planning process, there is opportunity to expand the existing transportation network so that all needs of the community are met, and growth can be accounted for. This chapter illustrates the current transportation network of the Hillyard Focus Area, identifies gaps within it, then describes existing plans and unique strategies to improve aspects of the network.

SECTION 5.2
Guidance on Transportation and Mobility in Existing Plans and Documents

A review of transportation and mobility recommendations from other current plans relevant to the Focus Area was conducted, and a summary of key recommendations is included below.

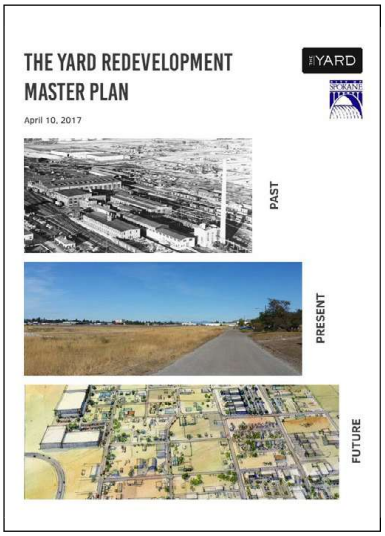
Section 5.2.1
City of Spokane Comprehensive Plan and Policies



The City's 2017 Comprehensive Plan has a variety of applicable transportation-related goals and policies. The most relevant goals speak to providing mobility choices that need the needs of walking, biking, public transportation, private vehicles, and other modal choices. Additionally, the comprehensive plan priorities fiscal responsibility, safety, efficient operations, and innovation within the transportation system. As it is reflected in this Plan, the comprehensive plan guides transportation and land use decisions to be integrated so mobility can provide improved access to jobs, retail, and housing.

Appendix B Plan References and Resources contains descriptions of each transportation-related goal and policy of the Comprehensive Plan.

Section 5.2.2
The Yard Redevelopment Master Plan

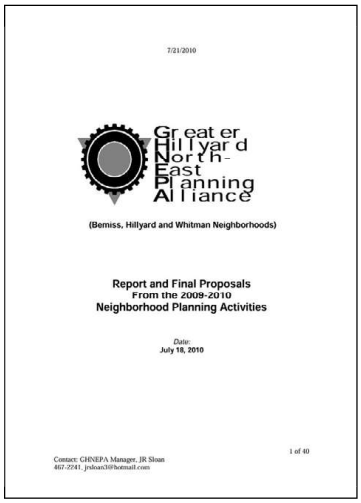


The Yard Redevelopment Master Plan (YRMP) recommended several transportation-related improvement projects for the eastern portions of the Focus Area with a geographical emphasis on the legacy industrial areas of the community. The YRMP recommended a centralized stormwater treatment facility to support future development and ROW acquisition on sections of Rebecca, Julia, and Freya to improve multimodal connections within the study area and it nearby destinations.

The YRMP also recognized that the City's existing design standards for arterials and collectors that feature bicycle lanes, pedestrian paths, and street trees might not be appropriate for the unique zoning make-up of the Yard. They recommended an industrial corridor cross-section be created as a means of providing a thickened pavement section, reducing pedestrian facilities, and oversized lanes especially catering to larger truck traffic. Additionally, the Heavy Freight Users likely require a high level of infrastructure service as they rely on heavy freight transportation with 1000-2000 ADT per facility. The conditions of infrastructure during the study were assessed as unsuitable, particularly on Freya Street.

Appendix B contains descriptions of each priority transportation improvement for the Focus Area that are recommended in the YRMP.

Section 5.2.3
2010 Greater Hillyard Northeast Planning Alliance (GHNEPA) Plan


7/21/2010

Greater Hillyard North-East Planning Alliance

(Bemiss, Hillyard and Whitman Neighborhoods)

Report and Final Proposals
From the 2009-2010
Neighborhood Planning Activities

Date:
July 18, 2010

Contact: GHNEPA Manager, JR Sloan
467-2741, jrsloan30@hotmail.com

1 of 40

Of the 10 strategies developed by this plan, Strategy 6 – Transportation and Infrastructure Improvement intends to develop and maintain a fully coordinated transportation and infrastructure concept that serves identified needs of neighborhood residents, area businesses & industry clusters, and interfaces with the plans of surrounding communities. It identified objectives to realize this strategy that included prioritizing intra-district transportation routes for funding, using a rail spur to secure economic and community development advantages, promoting access through streets and light rail, and supporting an integrated network of paved pedestrian routes.

Appendix B provides a description of the 2010 GHNEPA Plan and lists the strategies and objectives that apply to the Focus Area.

Section 5.2.4
Bigelow Gulch Corridor Safety and Mobility Project

The Bigelow Gulch Corridor Safety and Mobility Project is an effort comprised of various roadway improvements to the Bigelow Gulch Corridor, an 8.2-mile rural road in Spokane County that connects the City of Spokane to the City of Spokane Valley. The project is intended to provide alternate freight routes for the region. This corridor improvement project is expected to generate additional traffic volumes in the Hillyard Focus Area which, in turn, could spur industrial and commercial development in the area.

Appendix B provides greater detail on the Bigelow Gulch Corridor Safety and Mobility Project as well as a visualization of the roadway improvements it proposes.

Bigelow Gulch Corridor Safety and Mobility Project

RAISE FY 2021 GRANT APPLICATION

Applicant: Spokane County, WA

LET'S TALK BIGELOW GULCH:
Commissioner Al French
Email: AFrench@spokanecounty.org | Phone: (509) 477-2265
Web: https://www.spokanecounty.org/4647/Bigelow-Gulch-Corridor-Safety-and-Mobili

Spokane County

PROJECT OVERVIEW

The Bigelow Gulch Corridor is a 8.2 mile rural road in Spokane County that provides a vital connection for regional goods and freight movement. The corridor has a deadly crash history due to congestion, absence of passing lanes, poor sightlines, steep grades, and sharp curves.

Spokane County has secured $17.015 million to complete the upgrades to this rural corridor and is seeking $9.855 million in RAISE funding to realize the $70.5 million in total benefits to the region.

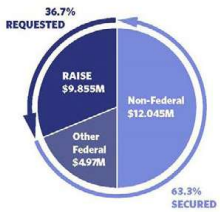
This funding will allow the County to complete the reconstruction and upgrading of the corridor to four-lane arterial. Intelligent Transportation System (ITS) fiber, cameras, signs and other components will be installed along the corridor, connecting to and supporting the regional ITS systems.



Congestion along a two lane segment

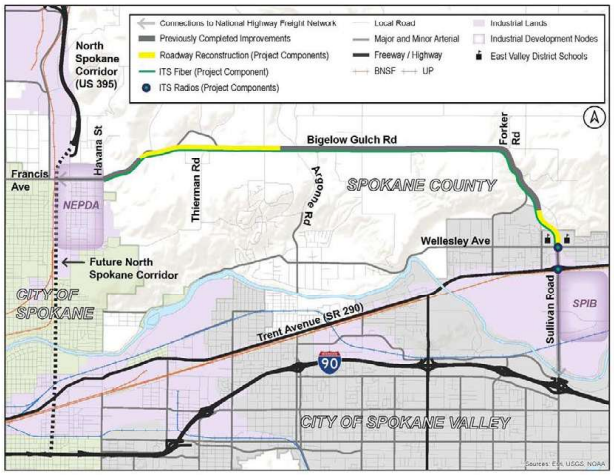
"We currently do not allow our trucks to use Bigelow Gulch Road in the winter time because of the unsafe conditions. Trucks must use Market Street which causes more congestion and takes longer to get to our Spokane Valley and Idaho/Montana locations." - **Paul McPherson, URM Stores**

PROJECT FUNDING



FUNDING PARTNERS

PROJECT SUPPORTERS



KEY PROJECT BENEFITS

Connectivity to Jobs in Rural Communities – Improving regional connectivity to over 1,100 acres of employment centers, with over 500 acres in the Northeast Public Development Authority (west end of the project) and over 600 acres in Spokane Valley's Business and Industrial Park and Northeast Industrial Area (east end of the project).

Freight Mobility and Connectivity: Improving freight mobility between the US395 in Spokane, Washington and US95 in north Idaho and enhancing connectivity of agricultural freight movement in the Inland Northwest.

Safety: Reducing anticipated collisions for the traveling public by 29%. Reducing pedestrian/vehicle conflicts by constructing a pedestrian tunnel connecting the East Valley High and Middle Schools, wide shoulders, and a separated pathway in certain locations.

Travel Time Savings: Improved travel time for movement of goods (agricultural freight and commercial trucking) and travelers (passenger automobiles) by saving 5.4 million person hours of travel time.

Incremental Operations and Maintenance Savings: Reducing the operations and maintenance costs by bringing poor infrastructure to a state of good repair.

Environmental Improvements: Reducing emissions by 30,987 tons.

BENEFIT COST ANALYSIS (BCA)

KEY BCA METRICS	RESULT AT A DISCOUNT RATE
Total Benefits	$70.5M
Total Costs	$25.6M
Benefit-Cost Ratio	2.75

"Bigelow Gulch Road is in urgent need for expansion/improvements to handle the existing and future traffic for reasons of safety, environmental and economic vitality. This road is the main corridor between the Spokane Valley and North Spokane. Our company and employees use Bigelow Gulch/Forker Road daily. Please implement the design changes to widen the road to four lanes and straighten the dangerous curves for the safety of our families, friends, and employees."– MATTHEW EWERS, IEDS LOGISTICS

SECTION 5.3
Current Transportation and Mobility Characteristics

The existing transportation and mobility network is a defining feature of the Hillyard community, as the area is bisected by rail lines and the recently completed North Spokane Connector highway (NSC or US 395); the availability of mobility choices vary greatly on the West and East sides of the Focus Area.

The West portions of the Focus Area (west of the NSC) are well-served with a traditional street grid, multiple transit lines, bicycle routes, sidewalks, and the Children of the Sun regional trail. However, the area needs some infrastructure improvements and service enhancements to better serve its population, enhance quality of life, and support economic development. (e.g., sidewalk gaps, pavement wear). Specifically, the Hillyard Business District is the center of commerce/civic life and intended to be a strong pedestrian environment, yet Haven/Market Streets support heavy traffic volumes, its side streets are wide and exhibit sidewalk wear, and there is a lack of crossing locations. In the residential areas, many of the streets are also wide, presenting potential hazards to cyclists and pedestrians. Enhancements to select corridors would calm traffic speeds, create additional mobility choices, and support infill/ redevelopment projects therein.

Haven Street
– Several participants noted that Haven Street is a heavily travelled corridor with high traffic volumes and vehicle speeds. Participants noted that it is both difficult and uncomfortable for pedestrians (especially children) to cross the street and there is a lack of designated crossings and street trees. Additionally, some of the sidewalk segments along the corridor are in disrepair.
(participants of walking tour, 9/20/23)

Hillyard Business District is the center of commerce/civic life and intended to be a strong pedestrian environment, yet Haven/Market Streets support heavy traffic volumes, its side streets are wide and exhibit sidewalk wear, and there is a lack of crossing locations

The east portions of the Focus Area rely heavily on roadways for travel and lack a wider variety of mobility choices. Currently, East Hillyard (the lands east of the NSC) has undersized arterial roadways (to accommodate freight vehicles), several unimproved rights-of-way, a lack of sidewalks/bicycle lanes, and an absence of transit service. Freya Street and Florida Streets are major corridors serving the legacy industrial area but are not constructed to City standards (which limits infill and redevelopment potential in the Yard). The City has near-term plans to improve E. Wellesley Avenue (between Freya and Havana Streets) with new pavement, sidewalks, drainage swales, and a shared use pathway. Currently, there is no transit service in the East Hillyard vicinity, and the connections to West Hillyard (via Wellesley Avenue and Francis Avenue) are said to be less comfortable for pedestrians and cyclists due to the roadway designs. Notably, golf carts (and similar vehicles) are allowed to utilize streets and sidewalks which creates a unique travel option.

This section discusses the Focus Area's existing transportation and mobility network, including the major streets and their condition, public transit system, bicycle facilities, and sidewalk network, and concludes with a table that identifies all the transportation and mobility-related deficiencies within the Focus Area.

Section 5.3.1
Streets and Roadways

Well-designed and maintained streets are vital to a community's ability to move people, goods, and services. Functional roadways are essential infrastructure elements to support property use and redevelopment activities; parcels remain inactive where there is not adequate public access. For communities to thrive and to effectively provide equitable access, streets and roadways should be designed to accommodate a variety of users including pedestrians, cyclists, motorists, and transit riders. A community's street design has a direct impact on the surrounding land use patterns and development forms – roads designed solely for motor vehicles will result in an auto-centric development pattern.

An established street grid forms the urbanized portions of the Focus Area, whereas the western slopes of Beacon Hill are mostly devoid of roadways (though a developer entity is constructing a new residential subdivision). The subsections herein provide an overview of the existing streets and roadways in and around the Focus Area; this serves as baseline information to plan for additional mobility options, potential capital projects, and future land uses at specific geographic locations within the Focus Area. **Figure 5.1** depicts the current roadway network in and around the Focus Area, including roadway classification and travel speed for each arterial and collector roadway.



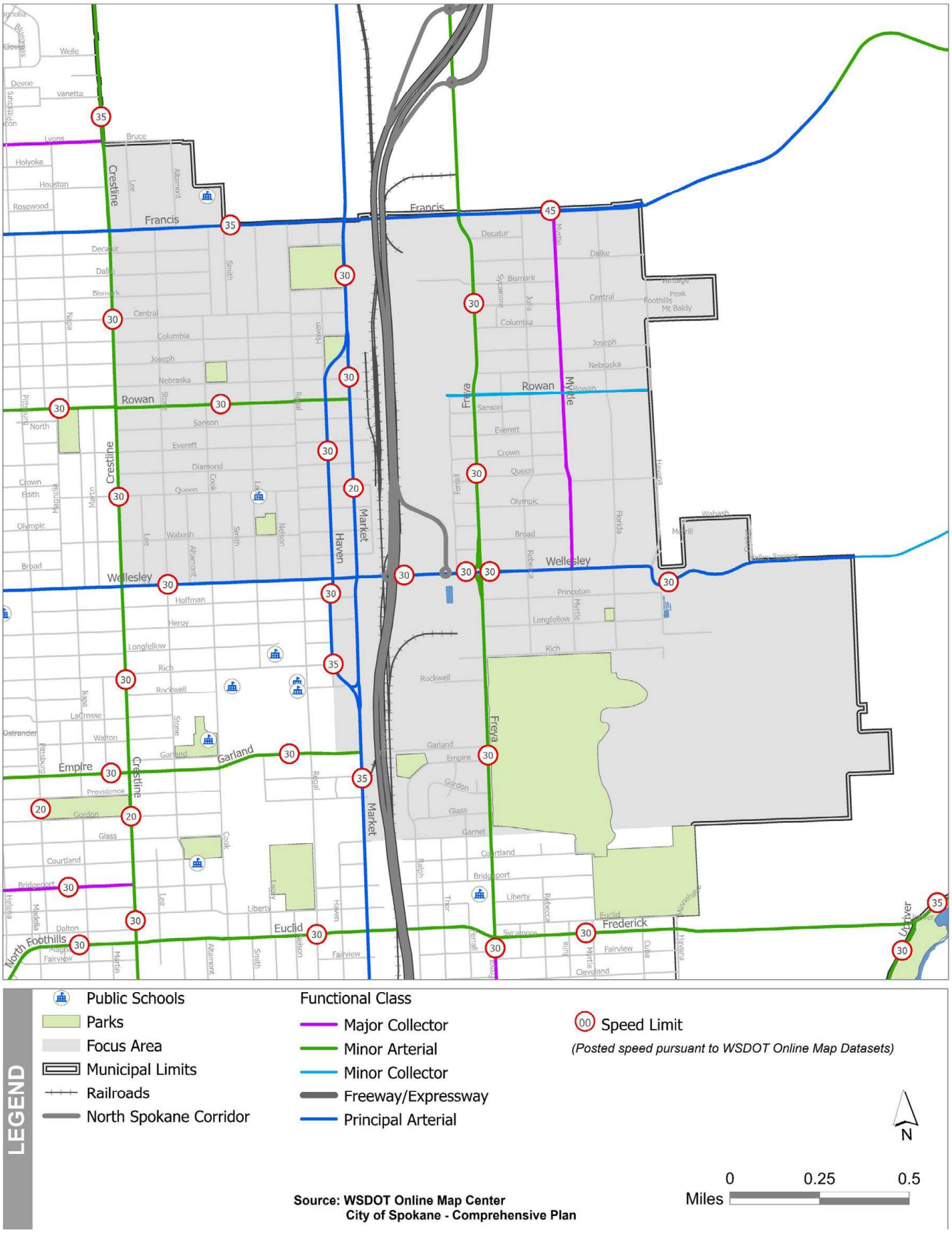


***Figure 5.1** – Current Street/Roadway Map*

5.3.1.1: Major Streets/Roadway Inventory

This subsection summarizes the current primary streets/roadways serving the Focus Area. For each major street/roadway.

The North Spokane Corridor (NSC) - The NSC (Hwy 395) is a recently completed 10.5-mile limited access highway/freeway segment that passing through the central portions of the Hillyard Focus Area. In its completed state, the NSC serves as a freeway between I-90 (to the south) and the communities to the north and is believed to divert much of the heavy freight vehicles (i.e., semi-trucks) off of the city's surface streets. The NSC includes on/off ramps on E. Wellesley Avenue (between Market and Freya Streets), and E. Freya Street (just north of the Focus Area boundaries); roundabouts are provided at each ramp to maintain vehicle movement. The Children of the Sun multi-use trail was constructed as part of the NSC project and alongside the freeway; the trail passes through the Hillyard Business District on the west side of the Focus Area.



Focus Area East-West Primary Roadways – Francis Avenue and Wellesley Avenue are primary aerial roadways that provide east-west connections through the Focus Area and other major destinations in the region. Francis Avenue is a heavily traveled arterial for freight, commuter travelers and transit that passes along the north boundaries of the Focus Area. Sidewalks line both sides of the corridor, but amenities like pedestrian crossings, trees/landscaping, transit shelters, and designated bicycle lanes are limited or non-existent. The City has plans to reconstruct Wellesley Avenue segments between Freya and Havana Street with new travel lanes, sidewalks, and drainage facilities. Currently, the corridor is devoid of trees/landscaping, transit shelters, bicycle lanes, and other streetscaping elements.



West Hillyard Primary Roadways – The primary street corridors in the West Hillyard portions of the Focus Area are built to urban cross section designs with paved travel lanes, curbs, and sidewalks, though some corridors are showing signs of wear and could benefit from capital improvements to enhance mobility options for a wider variety of users. These include Market Street, Haven Street, Crestline Street, East Rowan Avenue, Queen Avenue, Diamond Avenue, and East Garland Avenue.

East Hillyard Primary Roadways – The primary street corridors in the East Hillyard portions of the Focus Area provide local and regional access but many are not built to City standards in terms of lane widths, traffic control, and pedestrian/bicycle elements. These include Freya Street and Florida Street.



Diamond Avenue

5.3.1.2: Unimproved Roads

There are several unimproved roadway segments in the East Hillyard portions of the Focus Area clustered in The Yard Plan Area north of Wellesley Avenue. While public rights-of-way are in place, several segments exist today as gravel or dirt streets. Those unimproved segments remain wet in the winter months and produce dust during the dry summer season. Pursuant to City policies, private development projects are required to include street improvements for the right-of-way segments along their property's frontage; this has resulted in a fragmented local street network in the Yard Plan Area. Today, many segments remain unimproved. **Figure 5.2**. depicts the unimproved roadways in the Focus Area.



Yard Area - Myrtle Street - unpaved roads

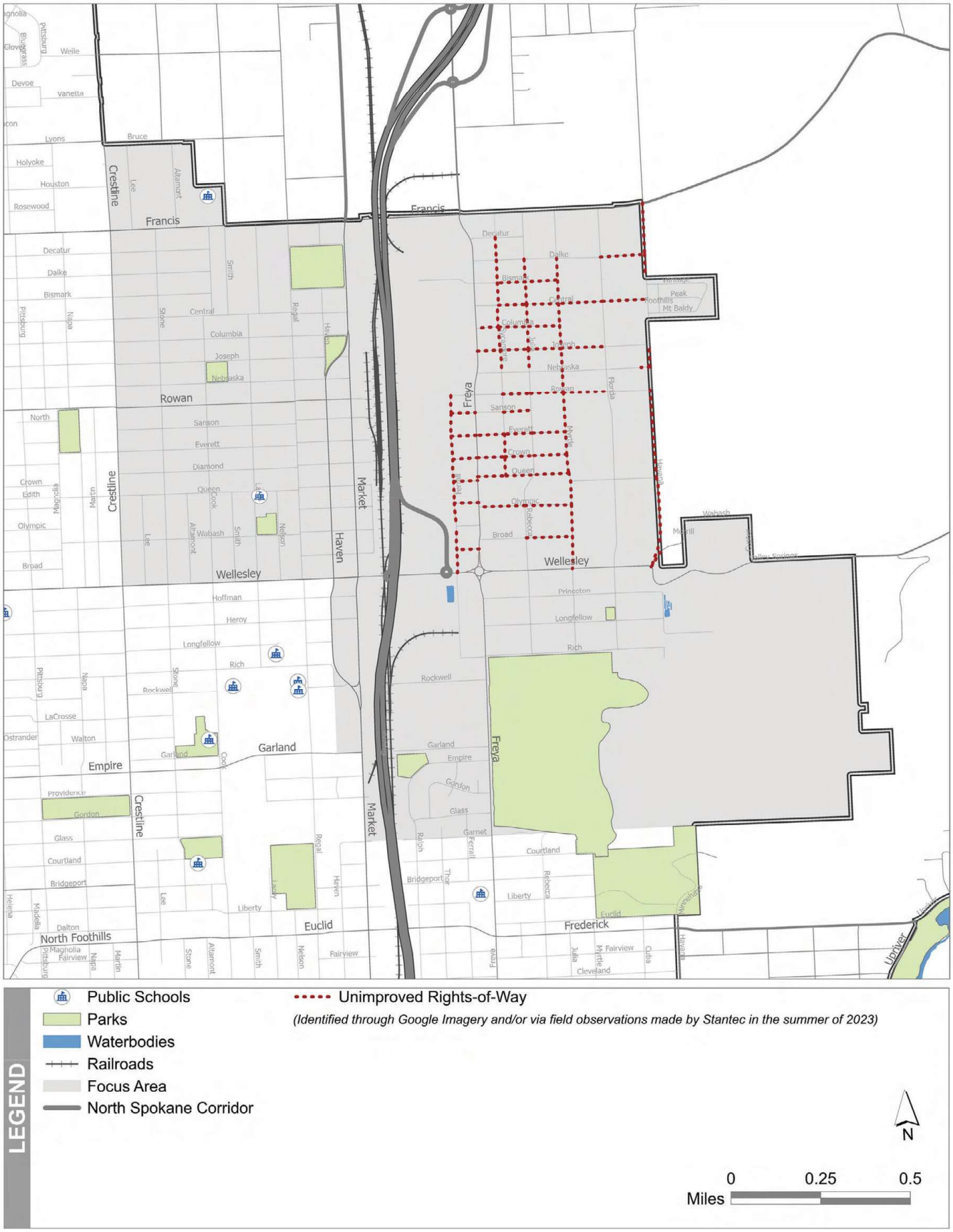


Figure 5.2 – *Unimproved Local Roads*

Section 5.3.2
Public Transit

Public transit provides a vital service for our communities as it lessens the dependence on automobile use, provides individuals with mobility independence, and supports a more compact development form. Where transit is present and ridership rates are high, communities can benefit from increased pedestrian activity, smaller streets, and more land devoted to community-serving uses (in lieu of parking and pavement). Fortunately, the Spokane Transit Authority (STA) operates five fixed bus routes in the Focus Area, whereas transit service is concentrated in West Hillyard. Based on STA's 2026-2031 Transit Development Plan, Route 36 will be extended north on Freya bast Francis to the North Spokane Corridor roundabout. Other planned changes include an upgrade to Route 33 to a high performance transit route on Wellesley and installation of nine new bus stops on the extended Route 36 per STA Bus Stop Design Standards. Four shelters will also be added at high ridership locations.



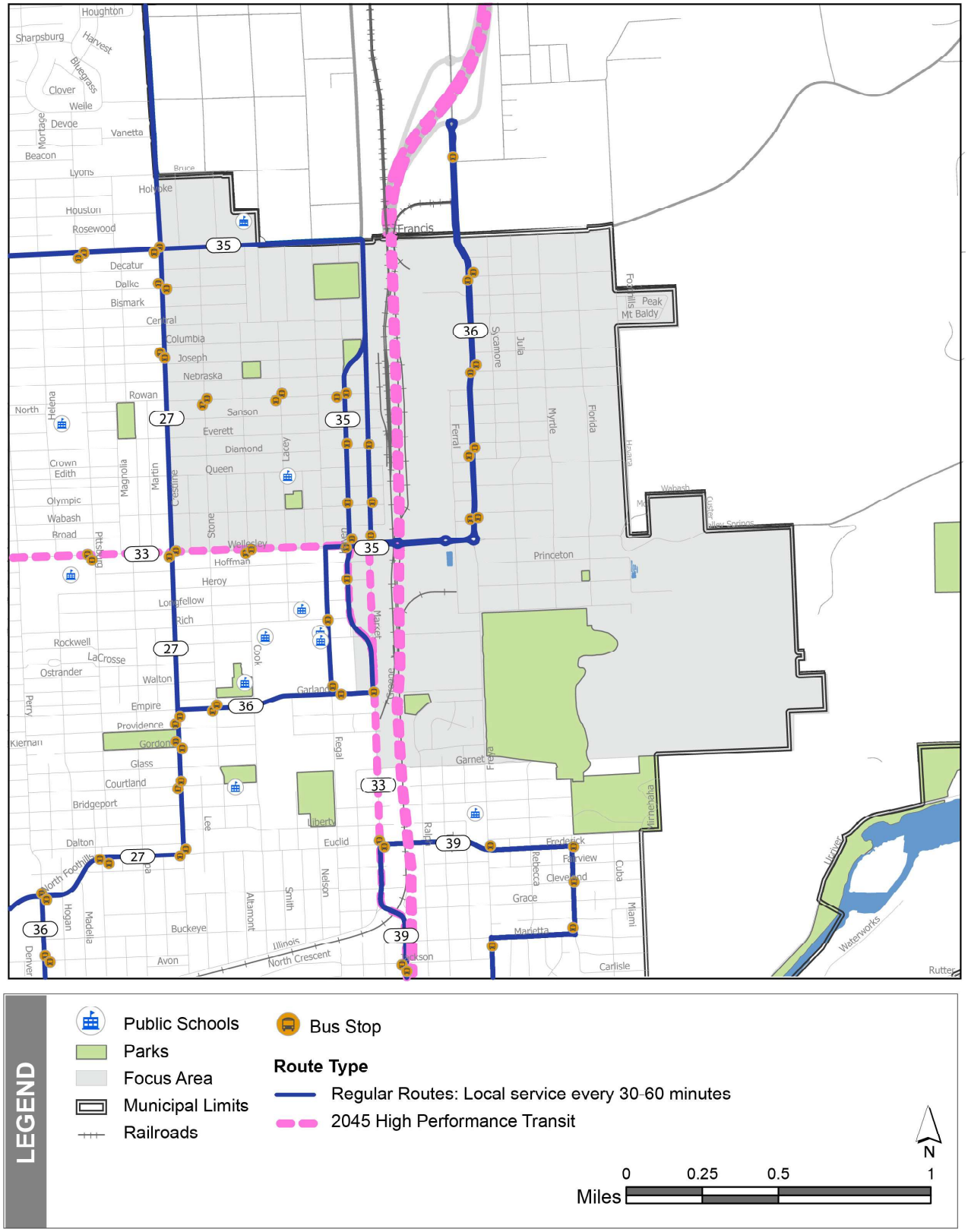


***Figure 5.3** – Public Transit Routes and Stops*

Section 5.3.3
Bicycle Lanes and Multi-use Pathways

Bicycle travel is a legitimate and important transportation mode for communities as it serves as an alternative to motor vehicles, provides mobility options to a wide variety of individuals (e.g., children, seniors), reduces travel costs (compared to a private automobiles), and does not create carbon emissions. To support cyclists and to achieve a more equitable transportation network, communities should provide high quality bicycle infrastructure, so this mode is safe, convenient, and effectively integrated into the urban fabric. This may come in the form of designated bike lanes (separated from motor vehicle traffic), multi-use pathways, cycle tracks, and similar facilities.

Hillyard and the greater vicinity benefit from existing and planned bicycle-related infrastructure, though most of these facilities are within the western portions of the Focus Area (i.e., west of the NSC). **Figure 5.4** depicts the existing and planned bicycle facilities and multiuse paths in and around the Focus Area – this information reflects data contained in the City's bicycle plans. Currently, the Focus Area includes improved/dedicated facilities such as a designated bike lanes and separated shared use paths (for non-motorized modes of transportation), as well as non-dedicated facilities that share roadways with motor vehicles (i.e., bike friendly routes and shared lanes). While non-dedicated facilities exist along many of the local and arterial streets throughout the Focus Area, the area is not well served by improved bicycle facilities, particularly east of the NSC/rail lines.



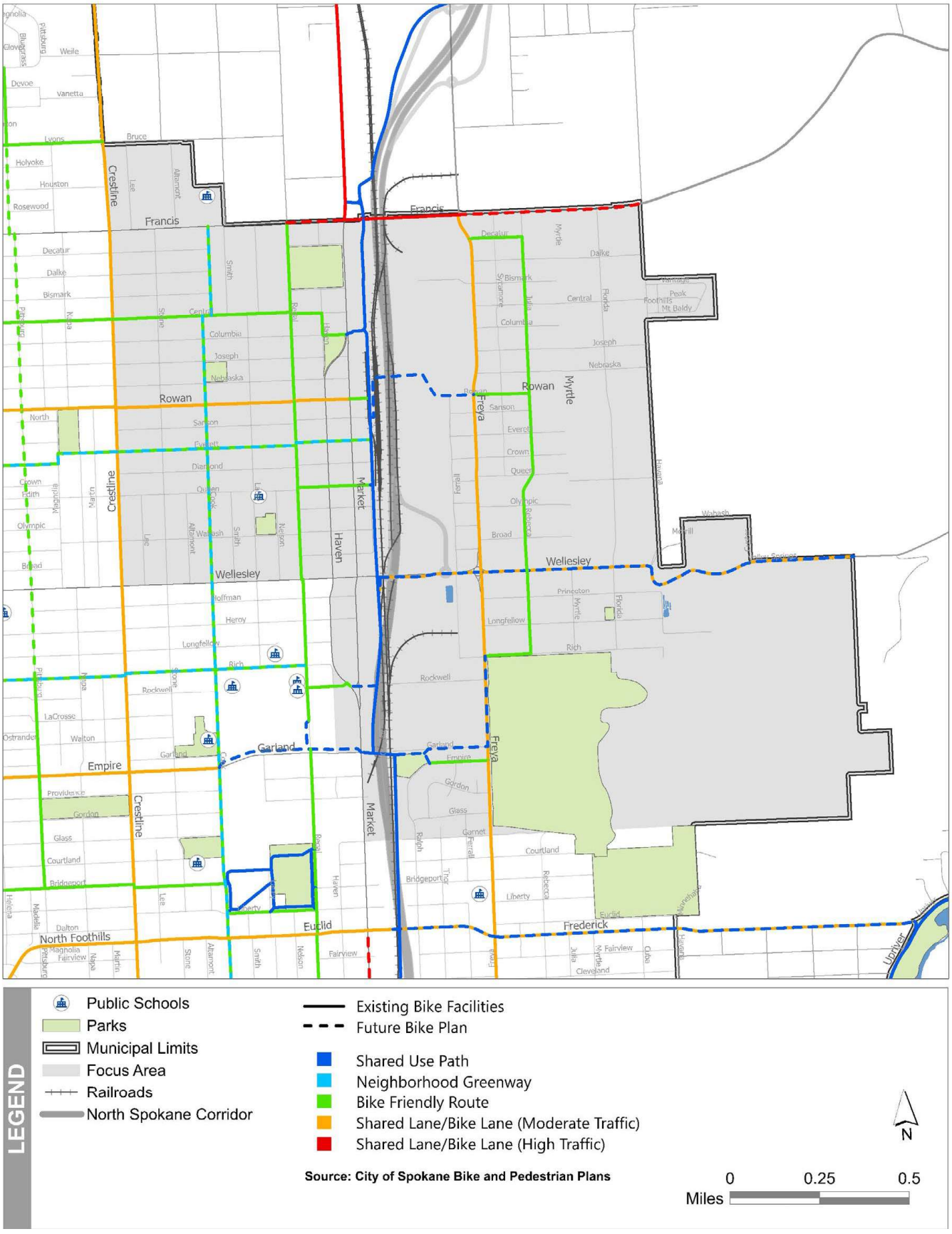


***Figure 5.4** – Existing and Planned Bicycle Facilities and Multiuse Pathways*

Section 5.3.4
Sidewalk Facilities

Pedestrian travel is the most basic of all the travel modes and sidewalks are vital mobility components for people to be independent and to provide access to individual land uses/properties. Most of the community spends at least a portion of their travel on foot, for others, this is their only travel mode (e.g., children, seniors). It's also important to note that some individuals have physical impairments which may limit their ability to walk independently, and they rely on physical aids (e.g., wheelchairs, canes, and/or other individuals). Furthermore, sidewalks help create vital neighborhoods and business district, as patrons can seemly travel between land use and local destinations (without feeling compelled to drive between each venue). A continuous sidewalk network is also vital to transit use as riders rely on sidewalks to reach their destinations after departing from public buses.

The Focus Area has varying levels of sidewalk infrastructure; the western portions have extensive sidewalk cover with a few gaps in the network, whereas the legacy industrial areas (east of the NSC) has a missing or fragmented sidewalk network.

Figure 5.5 depicts the missing sidewalks around the entire Focus Area and demonstrates that the street sections without sidewalks are concentrated in the eastern portions of the Focus Area, especially the Yard Plan Area. Sidewalks are only available on Francis Avenue and extended along select local streets by two blocks. There are a few disconnected sidewalks on the local streets mid-section between Francis Avenue and Wellesley Avenue, specifically along Nebraska Avenue, Rowan Avenue, Sanson Avenue, and Julia Street. The recently completed roundabout at Freya Street and Wellesley Avenue have new sidewalks around its edge, however the sidewalks along these two arterials leading into the roundabout are incomplete. Notably, the residential neighborhoods south of Wellesley Avenue (and east of Freya Street), and north of Garnet Avenue (and west of Freya Street) have a well-connected sidewalk network.

Planned Sidewalks – The Pedestrian Master Plan identifies Pedestrian Priority Zones and Streets to guide the City's future capital investments in sidewalk infrastructure. Priority Zones are identified west of the NSC and there are several "highest" priority zone streets as well. Although much of the east side of the Focus Area is missing sidewalks, the streets are categorized with a low pedestrian demand score and as moderate priority.

Section 5.3.5
Known Transportation and Mobility Deficiencies

As introduced at the beginning of this section, the NSC and the active rail line separate the Focus Area as two distinct geographic areas in terms of transportation infrastructure. West of US 395/NSC, there is a well-developed street network with asphalt surfaces, curbs, concrete sidewalks, several bike-friendly connections, and transit access. In contrast, east of US 395/NSC, many streets are unimproved, lacking curbs, sidewalks, and bicycle infrastructure. Additionally, the eastern portions of the Focus Area are not served by transit and lack a dedicated bike network. **Appendix H** defines these mobility deficiencies in greater detail.

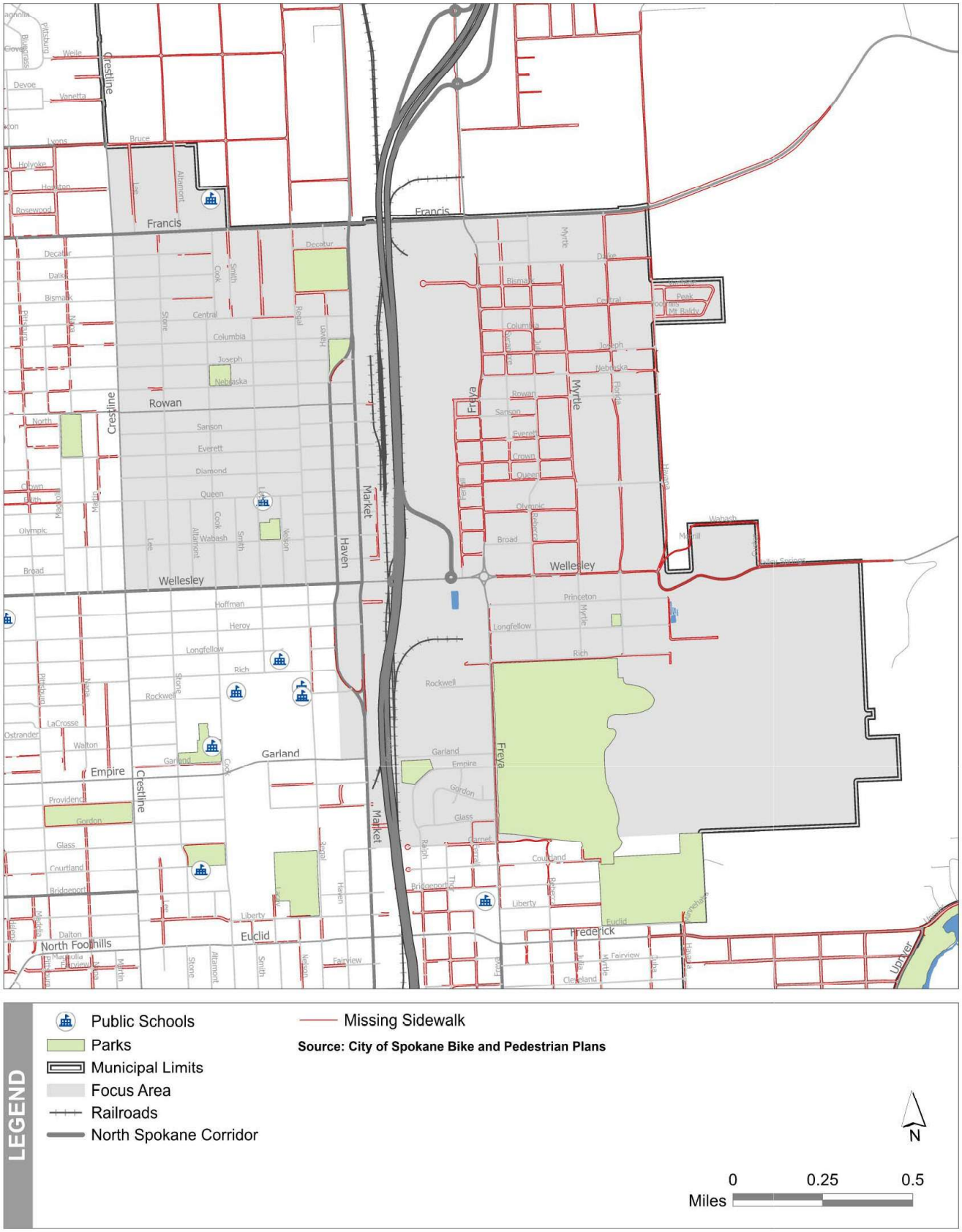


Figure 5.5 – *Overview of Missing Sidewalks in the Focus Area*

SECTION 5.4
Current and Projected Mobility Demand

A successful area-wide redevelopment effort must capture the current demands placed on the area's transportation network and calculate how these demands will change in time from factors such as population growth, new land uses, and the addition of new roadways. In the Hillyard Focus Area, the opening of the NSC, regional growth, changes in land use patterns, and increased mobility options in the City are expected to have a significant impact on how the area's transportation demand will change over time.

The Spokane Regional Transportation Council (SRTC) is the Metropolitan Planning Organization (MPO) and the state-designated Regional Transportation Planning Organization (RTPO) for Spokane County, making it the lead agency for transportation planning in the Focus Area. SRTC manages regional travel demands models that were used to develop the future travel demands displayed in this Section.

Section 5.4.1

Current and Projected Traffic Volumes

Based on SRTC models and readily available City datasets, traffic volumes are expected to change substantially over the next twenty years; some corridors are forecasted to decrease in traffic volume while others are expected to increase.

These changes in traffic volumes present revitalization opportunities for the Hillyard Business District since a large portion of the motor vehicle traffic is expected to shift to the NSC; in the future this will improve walkability and accommodate other travel modes within this important activity node within the Focus Area. At the same time, traffic volumes are forecasted to increase substantially in the E Wellesley Avenue corridor (east of Freya), this may improve commercial viability and attract new community-serving uses (as traffic volumes could translate to potential customers passing through the area).

Currently, the highest traffic volumes are present on Market Street (between Garland Avenue and Wellesley Avenue), and along Francis Avenue. To a lesser extent, Wellesley Avenue (west of Haven Street), Crestline Street, and Freya Street also possess sizable traffic volumes.

The SRTC model includes traffic forecasts in the Focus Area through 2045, as shown in **Figure 5.6.** The NSC, among other roadway improvements and demographic changes forecasted by SRTC, results in increased volumes on many of the corridors running through the Focus Area. The most significant changes to traffic volumes will occur along Wellesley Avenue; the most substantial volume increase will occur within the segment between Freya and Havana Streets.

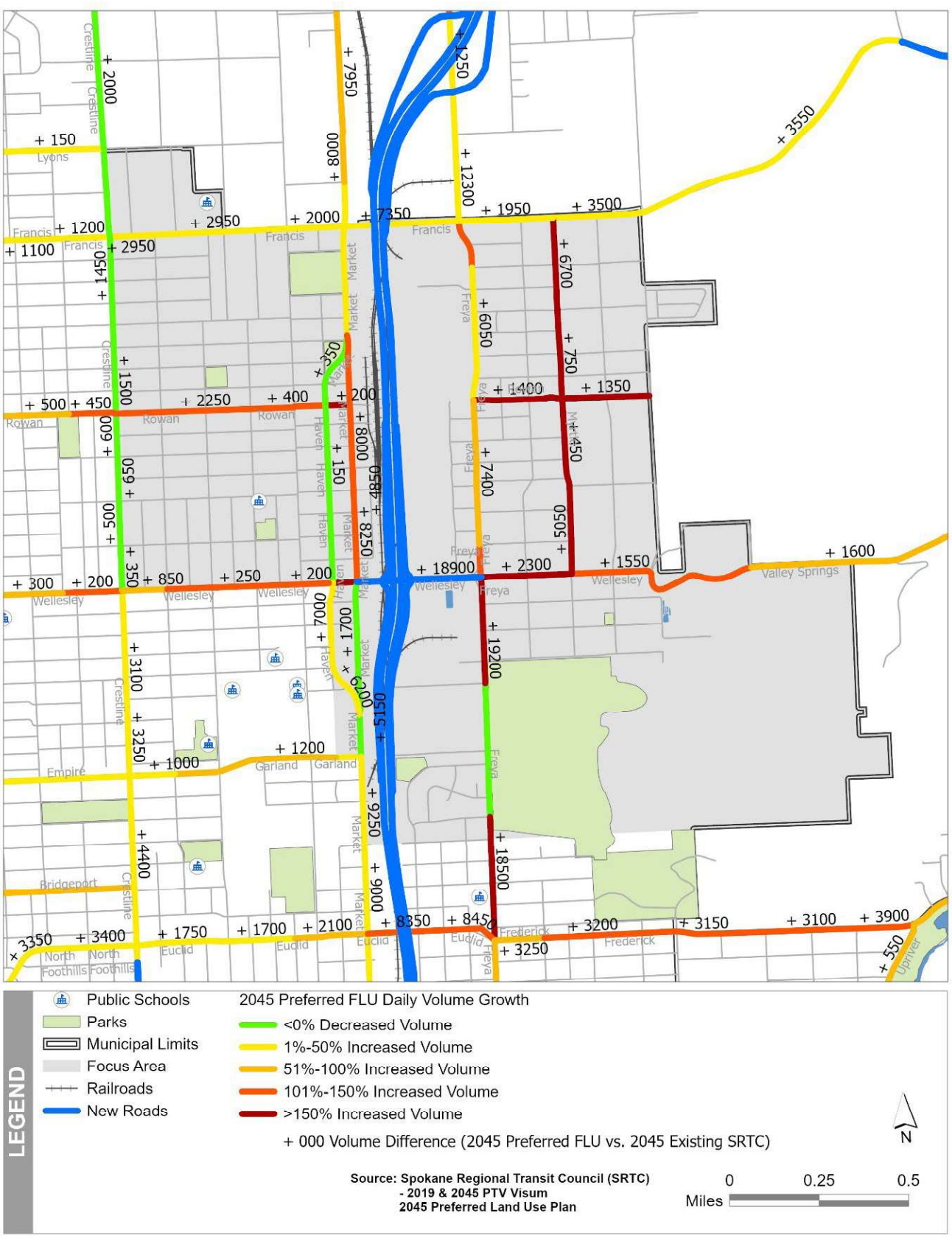


Figure 5.6 – *2045 Preferred FLU Daily Volume Growth in the Focus Area*

5.4.2 Projected Travel Demand Resulting from Hillyard Subarea Plan

The potential development of nearly 6.5 million square feet of new non-residential use and 1.7 million square feet of new residential use in the Hillyard Focus Area, as indicated by the Preferred Land Use Concept proposed in Section 3.4 of this document, are not accounted for in the SRTC projected traffic volume model. To understand how the traffic volumes of a fully built out Focus Area would deviate from those currently projected by the SRTC model, the Project Team conducted an analysis using the land use assumptions described in Section 3.5.2.

It is important to note that the transportation analysis summarized in this section includes the calculation of transportation demand that results at the maximum buildout included in the land use analysis. The exact mix of commercial, retail, and housing could fluctuate, but the travel demand increases forecast the worst case maximum transportation impact. As development occurs, it will be important to revisit the forecasts with updated and more specific land uses to more precisely forecast expected travel demand.

5.4.2.1: Changes in Households and Employees within Each SRTC Zone

Based on the Hillyard Subarea Plan's catalyst site potential and preferred future land use (FLU) alternatives developed by the Project Team, the estimated number of households and employees were calculated for each SRTC Zone contained in the Focus Area. **Table 5.1**.a summarizes the estimated number of employees and households within each SRTC Zone for 2019 and 2045 (base model) and the 2045 preferred FLU scenario model.

TABLE 5.1 – HOUSEHOLD AND EMPLOYEE NUMBER ESTIMATES BY SRTC ZONE FOR 2019, 2045, AND 2045 UNDER THE PROPOSED FLU.

SRTC Zone	Catalyst Sites in Zone	FLU Categories in Zone	Number of Households			Number of Employees		
			2019	2045	2045+FLU	2019	2045	2045+FLU
523	C.1 and C.2	Residential Low	499	502	521	259	312	312
120	C.3	Commercial	280	294	294	42	42	88
121	C.4-C.8, C.10	Neighborhood Retail, Office, CC Core	296	344	392	101	215	433
126	C.9, C.11-C.14	CC Core	304	305	577	62	142	252
127	C.15-C-20	CC Core	324	328	577	185	285	335
128	C.21-C.24	CC Core	375	376	447	77	158	166
135	C.25 and C.26	CC Core	158	158	743	342	582	825
136	C.27	Light Industrial	228	229	229	44	469	3,690
129	C.28-C.53	Heavy Industrial, Light Industrial, CCEC	294	297	695	2,513	2,992	10,239

5.4.2.2: Travel Demand Differences between Base Model and Preferred FLU Model

The household and employee numbers contained in **Table 5.1** were applied to the Focus Area's transportation network to understand how travel demand volumes may differ between the base model and those of the preferred FLU model. As a result, the nearby roads under the preferred FLU model are estimated to have between equal to three times the number of vehicles as under the SRTC base model. **Figure 5.7** compares the 2045 SRTC Model with new scenario results based on preferred FLU.

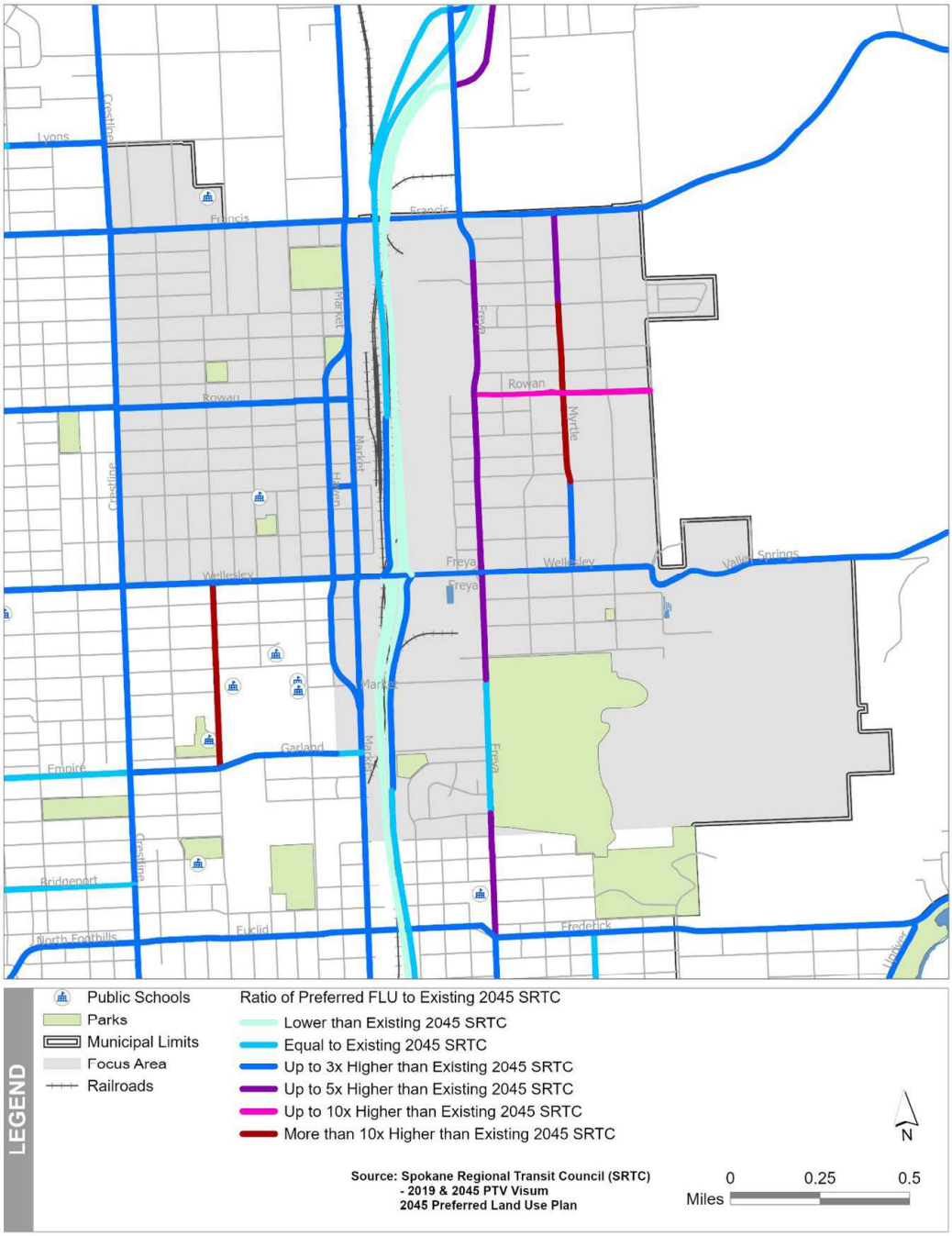


Figure 5.7 – *2045 SRTC vs .Preferred FLU Growth Rate Map*

SECTION 5.5:
Transportation and Mobility Strategies

The maximum potential growth for the Study area has been projected at nearly 6.5 million square feet of new non-residential use (generating an additional 11,777 commercial and industrial employees) and more than 1.7 million square feet of new residential area (resulting in 1,702 new households). While actual growth will almost certainly be less than that, the study area still requires strategic and well-coordinated investments in transportation infrastructure. A major barrier to this new development is the lack of infrastructure that has stagnated investment. Prioritizing freight mobility, multimodal access, and equitable transit solutions will be essential for ensuring that Hillyard can accommodate future growth with an efficient and sustainable transportation network.

Additionally, the City's current system of infrastructure investment prioritization may not direct implementation funds to the study area based solely on its existing criteria. The recommended transportation improvements in the Hillyard subarea are necessary for reasons related to economic development, safety of residents and employees, revitalization of a disinvested neighborhood, and integration of connected multimodal systems. Creating new streets with associated infrastructure, filling sidewalk gaps, vacating underutilized alleys and streets, and other projects necessary for the success of this Plan may not conform to a standard prioritization formula, but other goals will be achieved.

As a start, the City can utilize the following evaluation criteria to prioritize this section's recommendations:

- ***Catalyst for New Development:*** Projects that are essential to catalyze large-scale development should be given higher priority for public funding opportunities.
- ***Impact on the Existing Community:*** Projects that significantly improve the quality of life for existing residents or have a high positive impact on the community should be prioritized.
- ***Funding Availability:*** Projects with identified or secured funding from other sources should be prioritized to ensure effective utilization of funds.
- ***Readiness and Feasibility:*** Projects that are fully designed and ready for implementation can be prioritized as short-term.
- ***Economic and Social Benefits:*** Projects that stimulate local economic growth, create jobs, or attract businesses should be prioritized.
- ***Bicycle Infrastructure Enhancements:*** Projects that improve or expand bicycle infrastructure, such as bike lanes, bike paths, and bike parking facilities, should be prioritized.
- ***Safety Improvements:*** Projects that address critical safety concerns, reduce crashes, or improve pedestrian and bicyclist safety should be prioritized.
- ***Maintenance and Upgrades:*** Projects that involve the maintenance or upgrading of existing infrastructure to extend its lifespan and improve functionality should be prioritized.

These criteria should help ensure a comprehensive and balanced approach to prioritizing transportation projects in the Hillyard Subarea Plan.

Section 5.5.1
Street-Specific Transportation Recommendations

To accommodate the increased transportation needs of the Plan, the following improvements are recommended:

- ***Roadway Infrastructure and Freight Mobility:*** Implement roadway design standards that are conducive to heavy freight vehicles for roads in the east Hillyard area, including wider lanes, thicker pavement, and traffic management strategies that minimize congestion and queuing such as passing lanes to support increased heavy vehicle volumes.
- ***Industrial and Commercial Connectivity:*** To accommodate the projected growth in industrial employment and facilitate efficient freight movement, expand key arterial roads for accessing the Focus Area and connecting to the North Spokane Corridor (NSC) and BNSF rail line.
- ***Multimodal Transportation and Pedestrian Access:*** As more than 1,700 new households are projected in the FLU, providing safe and convenient pedestrian, bicycle, and transit connectivity will decrease reliance solely on automobiles for travel. Recommended improvements include developing new multi-modal corridors east of NCS to connect residential neighborhoods with the rest of the city such as:
    - ***Transit Services for Employment Hubs:*** With significant anticipated employment growth, efficient public transit services will transport workers to industrial and commercial centers. New transit routes should be developed to connect residential areas with major employment hubs, industrial zones, and the downtown core.
    - ***Pedestrian and Bicycle Infrastructure Expansion:*** Continue the trail and bike network expansion and address the current gaps in sidewalks and pedestrian amenities to connect residents to transit stops, employment centers, and parks.
- ***Equity and Accessibility for Growing Populations:*** As new households and employees are added to the area, prioritize transportation improvements that enhance equity and accessibility for underserved Hillyard communities.

A combination of recommendations from previous planning documents, the 2024-2029 Capital Improvement Program (CIP), and new projects recommended based on the modeling analysis (FLU) were formulated and summarized for the Hillyard Subarea in **Table 5.2**.

These recommendations are assigned to major streets in the Hillyard Focus Area and include an estimated planning level project cost.

TABLE 5.2: STREET SPECIFIC TRANSPORTATION RECOMMENDATIONS

Street Name	Street Section	Projects from Other Planning Documents	Project Type	Recommendations Based on Preferred FLU	Est. Cost
E Wellesley Ave	N Crestline St – Valley Springs Rd	***CIP (5200-400)***: Construction of full-depth pavement with drainage systems, sidewalks, and bike lanes.	Street Reconstruct	Full reconstruction of Wellesley Ave. within the project limits, widening for turn lanes at intersections. Includes new sidewalk, ADA ramps, lighting, drainage improvements and bike facilities.	$2,110,000
N Freya Street	E Francis Ave – E Wellesley Ave	**The Yard:** 44 ft paved width 3 lanes of industrial road **CIP (5200-400)**: Rebuilding and widening the roadway and installation of drainage systems.	Pedestrian & Bikeways	Install sidewalks throughout the corridor on both sides of the road to accommodate pedestrian traffic and ensure accessibility for people with disabilities.	$1,375,000
	E Wellesley Ave – E Garnet Ave		Street Design	Rebuilding and widening the roadway and installation of drainage improvements. Install bike lanes and sidewalks on both sides of the streets with street trees.	$2,380,000
N Market Street	E Francis Ave – E Garland Ave.	N/A	Pedestrian & Bikeways	Improve substandard sidewalks throughout the corridor on both sides of road to accommodate pedestrians. Incorporate pedestrian-friendly infrastructure, including a tree canopy, to improve the overall walkability and aesthetic appeal of the corridor.	$1,610,000
N Haven Street	Nebraska Ave.– E Rockwell Ave	N/A	Street Design	Rebuilding and widening the roadway and installation of drainage. Bike lane and Sidewalk on both sides of the road	$2,100,000
N Myrtle Street	Dalke Ave – E Wellesley Ave	**Comprehensive Plan:** Proposed Major Collector	Street Design	Rebuilding and widening the roadway and installation of drainage. Sidewalk on both sides of the road.	$5,810,000
N Florida Street	E Queen Ave – E Princeton Ave	N/A	Street Design	Rebuilding and widening the roadway and installation of drainage. Sidewalk on both sides of the road, street parking, and bike-friendly route.	$1,730,000
E Rowan Avenue	N Crestline St – N Market St	***Bike and Pedestrian Plan:*** Future Shared-use Path; Ped/Bike Bridge ***The Yard:*** 40 ft paved width 2 lanes of local road	Pedestrian & Bikeways	Install bike lane on both sides of the street	$70,000
	N Ferrall St – N Havana St		Street Design	Rebuilding and widening the roadway and installation of drainage with sidewalk on both sides of the road.	$1,110,000
	N Greene St – N Ferrall St		Pedestrian & Bikeways	Bridge over NSC/railroad tracks to connect both sides of Rowan	$18,960,000

TABLE 5.2: STREET SPECIFIC TRANSPORTATION RECOMMENDATIONS

Street Name	Street Section	Projects from Other Planning Documents	Project Type	Recommendations Based on Preferred FLU	Est. Cost
N Havana Street	E Francis Ave – E Rich Ave	N/A	Street Design	Rebuilding and widening the roadway and installation of drainage improvements. Install bike lanes and sidewalks on both sides of the streets with street trees.	$6,870,000
E Rich Avenue	N Crestline St – N Haven St	N/A	Street Design	Rebuilding and widening the roadway and installation of drainage improvements. Install bike lanes and sidewalks on both sides of the streets with street trees.	$3,570,000
	N Freya Street – N Havana Street		Pedestrian & Bikeways	Installation of sidewalk north of Esmeralda Golf Course and replant trees along the segment; Install crosswalk to Havana St	$300,000
N Greene Street	E Queen Ave – E Broad Avenue	N/A	Street Design	Rebuild and install sidewalk along the corridor.	$480,000
General: Local Roads in West Hillyard*		N/A	Street Design	Rebuilding and widening the roadway and installation of drainage with sidewalk on one side of the road.	$15,840,000
General: Local Roads in East Hillyard Hillyard*		N/A	Street Design	Rebuilding and widening the roadway and installation of drainage. Sidewalk on both sides of the road, street parking, and bike-friendly route.	$1,340,000
North Hillyard Sidewalk*		N/A	Pedestrian & Bikeways	Installation of infill sidewalk and ADA ramps where needed.	$1,000,000

Notes:
*See Appendix D –Hillyard Transportation Analysis and Recommendations Memorandum for the full list of roads and their section that apply to this recommendation.

Section 5.5.2
Other Supportive Transportation and Mobility Strategies

Along with the roadway-specific recommendations for transportation improvements, four site-specific recommendations have been developed for improvements to non-vehicular transportation infrastructure not tied to a roadway corridor in the Hillyard Business District:

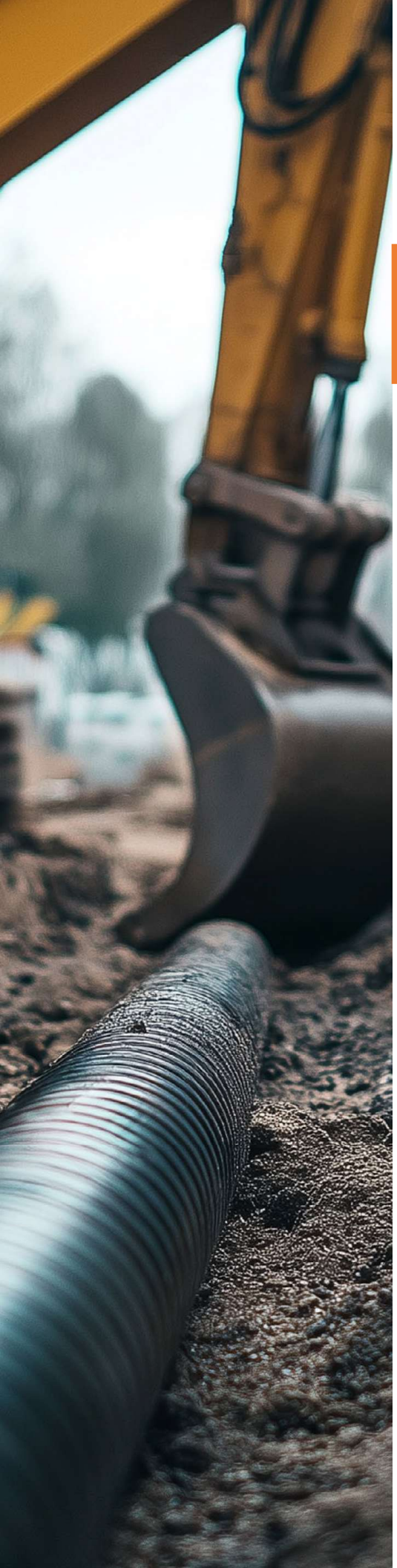
- ***NSC Open Space/Stormwater Facility:*** Add landscaping, walking path connecting to Harmon Park to the Children of the Sun Trail, and educational signage that informs the public on stormwater management.
- ***Market/Haven Decoupling*** Removing the existing one-way pair and creating two-way traffic on Market and Haven Streets is a signature recommendation of this plan. The goal of this "decoupling" is to slow vehicular traffic, improve the pedestrian environment, and provide opportunities for outdoor seating, parklets, and other activities to activate the street. The concepts below show opportunities for formally incorporating elements such as a park or open space, festival street, mixed use development, and recreation space.
- ***Children of the Sun Trailhead Festival Streets:*** Establish a formal trailhead for the Children of the Sun trail at the Wellesley Avenue intersection, featuring additional seating, public art installations, and rental bikes/scooters for public use. The trailhead would also serve as a welcoming gateway into the Hillyard Festival Streets: Olympic Avenue and Greene Street attract many visitors and provide opportunities to host community events, boosting sales for local businesses. Greene Street and Olympic Avenue were strategically identified for their prime locations, prominent business presence, and proximity to the Children of the Sun Trail. To prioritize the pedestrian experience, festival street components can include unique pavement markings, traffic calming features, string lights, and public art.



Figure 5.8: *Greene Street and Olympic Avenue Festival Street Designations*



Figure 5.9: *N. Market Street and Haven Street De-Coupling Scenario*



Chapter 6

The Utilities Element

SECTION 6.1:
Introduction

This chapter documents existing utility conditions to identify the current level of service and areas requiring utility expansion to facilitate redevelopment. New projects will need to connect to public water and sanitary sewer services which are costly site elements. This will require utility lines to be located in close proximity to development sites for easy connection and sized appropriately to accommodate the current and long term service demands. This chapter discusses the six (6) utility services of potable water, sanitary sewer, stormwater management, broadband, electrical power, and natural gas services. Each of these utility services are given its own section that discuss existing conditions, current and projected utility demand and deficiencies, and utility strategies.

Section 6.1.1
Utilities Element Methodology

Existing Conditions: The Project Team reviewed the following source materials to determine the existing utilities characteristics of the Focus Area:

- 2024-2029 Citywide Capital Improvement Program “CIP”
- City of Spokane Comprehensive Plan “Comp Plan”
- The Yard Redevelopment Master Plan by Maul, Foster, Alongi (2017) “YRMP”
- Hillyard Infrastructure Assessment and Needs Analysis by Maul, Foster, Alongi (2015)
- Hillyard Industrial Area Stormwater Management Alternatives by Maul, Foster, Alongi (2020)
- City of Spokane Broadband Assessment by Petrichor Broadband (2023)
- City of Spokane Water System Plan (2023)
- The Map Spokane On-line GIS Application (accessed various times in 2023 and 2024)
- Comments by City staff resulting from review of Existing Utilities Memo (2024)

Current and Projected Demand and Deficiencies: To gather this information, the Project Team reviewed documents produced by the City (Hillyard Infrastructure Assessment and Needs Analysis), Avista Utilities, and Petrichor Broadband as well as interviewed individuals from these organizations. Furthermore, the Project Team utilized the City’s GIS map to identify deficiencies in drainage-related infrastructure within the Focus Area. These subsections within each utility service summarize the Project Team’s findings for the current and future utility demands and deficiencies for each utility service available in the Focus Area.

Utilities Strategies: Based on the City’s policy framework from Element 5 of the Comprehensive Plan - Capital Facilities and Utilities, the Project Team has considered the City’s ability to serve new land uses and development projects as well as the necessary capital investments when developing recommendations for utility strategies, notably level of service, concurrency, impact fees, intergovernmental coordination, multi-mode uses, and environmental protection.

SECTION 6.2
Guidance on Utilities in Existing Plans and Documents

A variety of existing documents prepared by or for the City detail the current extent and/or intended growth of utility services in the Focus Area. The review of these documents ensures that the content of this plan aligns with the policies, intentions, restrictions, and visions that have already been established for the development of utility services in the Focus Area.

Section 6.2.1
City of Spokane Comprehensive Plan Utility Goals and Policies

The City's Comprehensive Plan contains the Capital Facilities and Utilities Element, an entire chapter dedicated to ensuring the effective and timely design, development, coordination, and management of capital facilities and utilities within the City's Urban Growth Boundary. Rather than providing technical detail pertaining to existing or planned utility lines and system capacity (e.g., line sizes, service deficiencies), this element focuses on how the City intends to provide and evaluate utility service within the municipal limits and the City's Urban Growth Area. It also sets goals to provide capital facilities and utilities as community revitalization and economic development tools, managing levels of service standards to serve both existing and future development, and using funding sources like impact fees as a possible mechanism to fund capital improvements.

Appendix B Plan References and Resources describes each utility goal and its respective policies that apply to the Focus Area.

Section 6.2.2
The Yard Redevelopment Master Plan Utility Recommendations

The Yard Redevelopment Master Plan contains several roadway and utility improvement recommendations for the eastern half of the Focus Area ("East Hillyard" herein) that are summarized in the previous section.

In 2020, a Stormwater Management Alternatives Study was completed as a follow up to the recommendation from the YRMP to develop a regional stormwater management system. This report considered two alternatives: 1) Regional Alternative –a single treatment and containment site serving the entire Yard Plan Area through a network of pipes, and 2) Clustered Alternative – a series of localized or "clustered" facilities serving smaller portions of the Yard independently of one another.

Section 6.2.3
City of Spokane Broadband Assessment

In 2023, the City of Spokane Broadband Assessment report detailed a planning-level analysis of the City's broadband accessibility and strategies to improve service. This document was a crucial component to address (and improve) broadband service in the three Public Development Authorities (PDAs) in the City: Northeast, University District, and West Plains/Airport Area PDAs. These PDAs were ideal focal points for the study as they contain some of the highest concentrations of disadvantaged households in the city. The Northeast PDA (NEPDA) boundary encompasses most of the Focus Area except for the Hillyard Neighborhood plan area.

The City developed Target Investment Areas (see **Figure 6.1**) to incentivize broadband development in historically disinvested areas using available incentives such as Multi-Family Tax Exemption, Historic Preservation and New Market Tax Credits. These Target Investment Areas were determined by the City based on four criteria:

- Community opportunity and support.
- What the City has accomplished or hopes to accomplish in areas of infrastructure and capital investments.
- Available incentives.
- Level of continued resources and staff support needed.

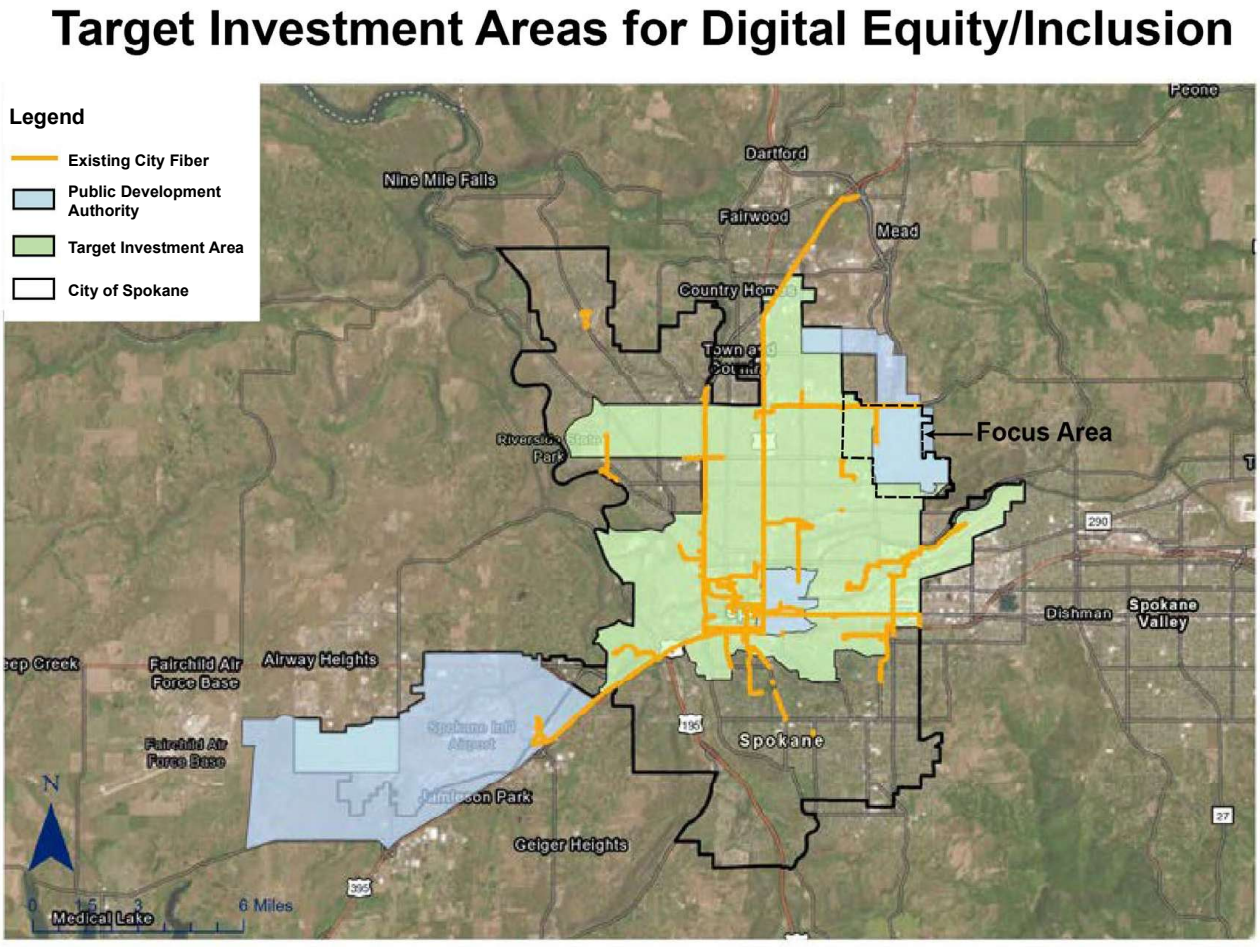


Figure 6.1 *-Target Investment Areas for Digital Equity/Inclusion*

SECTION 6.3:
Potable Water Service

The City of Spokane is the sole water purveyor in the Focus Area and obtains its potable water supply from the Spokane Valley-Rathdrum Prairie Aquifer via multiple source wells. Potable water is conveyed through a system of pumps, reservoirs, and over 1,000 miles of water mains and smaller trunk lines. According to the Capital Facilities Plan (contained within the Comprehensive Plan), the total system pumping capacity is 282 million gallons per day (MGD). The City's water system does not extend north of the Focus Area, and potable water for many of these properties is supplied by Water District 8.

Section 6.3.1
Potable Water Service Existing Conditions

6.3.1.1: West Hillyard

West Hillyard is generally well-served with water infrastructure: most rights-of-way have water mains beneath streets that can connect to adjacent properties. Notably, 30" transmission mains run beneath Central Ave, Wellesley Ave, and Haven St that serve as the primary water sources from which individual distribution lines bring water service to individual properties.

Hillyard Residential Plan Area – A 12" ductile iron (DI) water line distributes water throughout the legacy Hillyard residential neighborhood. Currently, there are no water lines along Stone St. (between Queen Ave. and Francis Ave.) or Lacey St. (between Queen Ave. and Central Ave.) which pass in the north-south direction through the neighborhoods, whereas most properties could connect into water mains located on the side streets. Notably, no water lines are present for the properties north of E Bruce Ave.

Hillyard Business District – The 30" steel transmission line on Haven St. and a 12" water line on Market St. serve as the backbone for the water distribution system in the Hillyard Business District. No water lines are present along Regal St (between Queen Ave and Central Ave).

6.3.1.2: East Hillyard

East Hillyard has several geographic areas that are adequately served with water infrastructure, but other areas (mostly in the Yard Plan Area) lack water mains adjacent to key redevelopment sites.

The Yard Plan Area – The City provides potable water to the Yard Plan Area through a network of pipes within the public Right-Of-Way (ROW). The existing water distribution system provides a reasonable level of service to the Yard Plan Area and the existing transmission mains provide high pressures and flows to most of the area. Currently, there are no water lines along N. Florida St. (between E. Queen Ave. and E. Wellesley Ave., and between N. Drake Ave. and Rowan Ave.), N. Havana St. (between E. Queen Ave. and Joseph Ave.), and Queen Ave. (between N. Myrtle St. and N. Florida St.).

E. Wellesley Business District – Currently, there is no water distribution infrastructure present on the side streets of N. Rebecca St., and N. Myrtle St. (between E. Princeton Ave. and E. Wellesley Ave.); but the majority of lots along these rights-of-way also have frontage with east-west rights-of-way that do contain adequate distribution.

Esmeralda Plan Area – Currently, there is no water distribution infrastructure present on the side streets of Rebecca, Myrtle, and Florida streets (between Rich Ave. and Princeton Ave.), but the majority of lots along these rights-of-way also have frontage with east-west rights-of-way that do contain adequate distribution.

Beacon Hill Plan Area. Beacon Hill is undeveloped and does not have any water infrastructure to support future development. However, a large portion of the western slope is being developed as a residential subdivision, the developer successfully tested a new water booster station in 2023 and subsequently received a permit from the City to install a 57,000-gallon water storage tank. Water utility lines are being installed as part of the initial roadway infrastructure.

6.3.1.3: Planned Water Service Projects

The 2020-2025 CIP identifies several water improvement projects in (and around) the Focus Area; these are listed and summarized in **Table 6.1**. As the community plans for revitalization, it will be important to recognize these utility-related investments and plan for land uses (and urban intensities) that capitalize the expanded utility services they provide.

TABLE 6.1 PLANNED WATER PROJECTS IN THE FOCUS AREA – 2024-2029 CIP

Project	Description
Focus Area	
WAT-2016-94	The Well Evaluation Study determined that the new vertical well field on the Electric Well Station property will meet the objectives of improving the reliable capacity and augmenting yields. This project funds the investigation needed to construct a new well station. Design was anticipated to begin in 2021. Project meets comprehensive plan goals CFU 1.2 Operational Efficiency and CFU 1.3 Maintenance.
E. Wellesley Business District	
WAT-2015-118 – NSC Wellesley Ave Transmission Main	Existing riveted steel water main constructed in the 1900s to be replaced with 30” ductile iron main along Wellesley Ave from Market St to Freya St. Replacement required as part of the North Spokane Corridor (NSC) project. Project design has been completed and construction was scheduled to begin late 2019. Work will be coordinated with project IPM-2017-111. Project meets comprehensive plan goals CFU 1.2 Operational Efficiency and CFU 3.2 Coordination of Utility Installations.
WAT-2018-43 – Wellesley Ave Freya St to Havana St Main Replacement	Replacement of existing cast iron mains with 12” DI along Wellesley Ave between Freya St to Havana St Design and construction of this project is coordinated with project 2018091. Work will be completed along with reconstruction of Wellesley Ave, IPM-2018-98. Project meets comprehensive plan goals CFU 1.2 Operational Efficiency and CFU 1.3 Maintenance.
The Yard	
WAT-2017-26 – Freya St Transmission Main Garland Ave to Francis Ave	Construction of 30” ductile iron transmission main along Freya St between Wellesley Ave and Francis Ave. Existing 30” steel line to be replaced with 30” ductile iron main along Freya St between Garland Ave and Wellesley Ave. Project design to begin in 2024 and construction is anticipated to begin in 2025. Work will be completed along with reconstruction of Freya St, IPM-2017-101. The project meets comprehensive plan goals CFU 1.2 Operational Efficiency, CFU 1.3 Maintenance and CFU 3.2 Coordination of Utility Installations.

Section 6.3.2
Potable Water Service Current and Projected Demand and Deficiencies

The City's Comprehensive Plan sets a Level of Service goal for the potable water system to operate at a pressure of 45 psi but, acknowledging that this threshold cannot be achieved throughout the entire network on all days, also establishes a minimum requirement of 30 psi.

The Capital Facilities Plan (contained within the Comprehensive Plan) states that the highest recorded maximum day demand (MDD) for the City's water system is only 67% of the system's pumping capacity (188 MGD), indicating that overall supply is adequate.

While the City's water system has adequate capacity for growth, deficiencies exist in its infrastructure in the Focus Area, such as end of useful life of mains and insufficient standby storage volume in the North Hill Pressure Zone, as noted by the City's Water System Plan. The following subsections describe the known water system deficiencies for each major geographic division of the focus area (West and East Hillyard). These known water service deficiencies are summarized in **Table 6.2**.

9.3.2.1: West Hillyard

Water infrastructure is in place in most rights-of-way, lessening the financial burden to extend water lines great distances to serve specific redevelopment projects. The old age of some of the conveyance pipes could pose risks to the water system's performance and public safety. Pipes of substandard size (6") could fail to meet level of service standards for specific redevelopment projects, depending on the water demand.

9.3.2.2: East Hillyard

As documented in the Yard Redevelopment Master Plan (2017), portions of the existing potable water service system in the Yard Plan Area do not meet current City standards and are unable to fully serve future industrial use based on user demand. The Water System Plan notes that the Freya St. Transmission Main needs replacement because of old age, and that additional transmission is needed to support growth in the Yard Plan Area.

TABLE 6.2 PLANNED WATER PROJECTS IN THE FOCUS AREA – 2024-2029 CIP		
Topic	**Location**	**Description**
Stagnation issues and gaps	The Yard Plan Area	Poor water circulation due to dead end mains and isolated gaps along several streets including Bismark Ave, Joseph Ave, Central Ave and Sanson Ave.
Low fire flow due to substandard pipe sizes	The Yard Plan Area	Undersized 6” water mains located on Dalke Ave, Columbia Ave, Everett Ave, Princeton Ave, Rich Ave, Myrtle St, Florida St and Havana St
Infrastructure Age	Various locations	With the significant age of some water mains comes the risk of substandard material and/or deterioration, which could negatively impact public safety (water quality), performance (leaks, bursting), and serviceability
Inadequate Transmission	East Hillyard	No transmission main exists through the Yard Area. Existing Freya St Transmission south of Wellesley Ave is approaching the end of its useful life. Replaced in May/June 2025 with NEPDA funding
Insufficient Standby Storage Volume	North Hill Pressure Zone	Water System Plan notes additional reservoir is needed for this pressure zone to achieve the minimum required standby storage volume.

6.3.3: Potable Water Service Strategies

To improve the potable water service for the Focus Area as a whole, additional Standby Storage Volume should be provided to serve the North Hill Pressure Zone (the pressure zone encompassing the Focus Area), which should occur within the next 20 years according to City Staff. Due to differences in infrastructure, West and East Hillyard each have strategies for enhancing potable water service that are unique to them.

6.3.3.1: West Hillyard

As infill development occurs, the City should investigate the age and condition of distribution piping and require replacement if warranted. Typically, an applicant would provide a calculated demand volume associated with the development, then the City would assess the utility infrastructure to determine whether line replacement or other infrastructure upgrades are warranted to adequately serve the development's water demand while maintaining the system-wide level of service. For lots without direct access to a distribution main (for example some lots on Regal St, Haven St, Stone St and Lacey St), the City should require private development to extend public distribution mains these relatively short distances to serve the proposed development.

6.3.3.2: East Hillyard

The City should significantly upgrade both distribution and transmission conveyance infrastructure within the Yard. The Subarea Plan recommends a continuation of transmission main along Freya St. between Wellesley Ave. and Francis Ave., consistent with CIP WAT-2017-26. An additional transmission main should be installed along Rowan St. under the NSC between Freya St. and Haven St. to provide looping of this transmission main; a casing has been installed under the NSC for this exact purpose according to City Staff. Looping of water conveyance increases performance and provides resiliency to the system. Regarding distribution improvements, the City should install a network of larger diameter pipes (12" to 18") along major rights-of-way, such as Francis Ave, Rowan Ave, Wellesley Ave, Julia St, Rebecca St, and Havana St.

Future study should include a hydraulic analysis of the Yard Plan Area's water system that considers the water demand of a fully developed Yard and provides the sizing and exact location of transmission and distribution mains as appropriate. In some places, existing distribution mains may be adequate for continued use.

SECTION 6.4:
Sanitary Water Service

The City of Spokane is responsible for the operation and maintenance of the sanitary water collection system in the Focus Area. The City collects, conveys and treats sanitary water from residential, commercial, and industrial sources, then discharges the treated effluent to the Spokane River, with emphasis placed on protecting the underlying aquifer and sole water source. The most notable components of the City's sanitary water service are the North Interceptor, a large pipe into which most of the City's sanitary sewer pipes feed into, and the Riverside Water Reclamation Facility, the building that treats sanitary water from the North Interceptor before discharging it into the Spokane River.

Section 6.4.1
Sanitary Water Service Existing Conditions

The Focus Area, as a whole, is generally well served by sanitary sewer infrastructure. However, pockets of little to no sanitary sewer infrastructure exist in the Focus Area, notably along the railway in the Yard Plan Area and in a large portion of the Beacon Hill Plan Area.

6.4.1.1: West Hillyard

The West Hillyard sanitary sewer system is generally in good condition and has adequate capacity to handle current and projected flows.

6.4.1.2: East Hillyard

East Hillyard is also connected to the City's centralized sanitary sewer network through a series of pipes that convey wastewater to the Northeast Terrace Lift Station, where it is pumped across the NCS before flowing into the Regal St interceptor in West Hillyard.

The Yard Plan Area – The City's sanitary sewer pipes serving this area range from 8" to 18". The existing sewer pipes can handle current and future wastewater flows in the area based on past studies conducted by the City. An 8" force main is currently being installed parallel to the existing 14" force main to increase the pumping frequency and reduce the buildup of corrosive and, in large quantities, explosive gas (hydrogen sulfide).

E. Wellesley Business District – Multiple 8" pipes connect to 10" and 12" lines along Myrtle St. The wastewater from the district discharges north to the Northeast Terrace Lift Station.

Esmeralda Plan Area – The sewer pipes north of the golf course are routed to the Northeast Terrace Lift Station. Smaller 8" pipes connect to the 10" line in the E. Wellesley Business District Plan Area. The Hill Estates subdivision west of the golf course features 8" pipes that drain south.

Beacon Hill Plan Area – The Beacon Hill Plan Area is mostly undeveloped and has no sewer pipes to accommodate future development. However, a developer entity is currently developing the land for a new residential project and is presently constructing streets and utility lines.

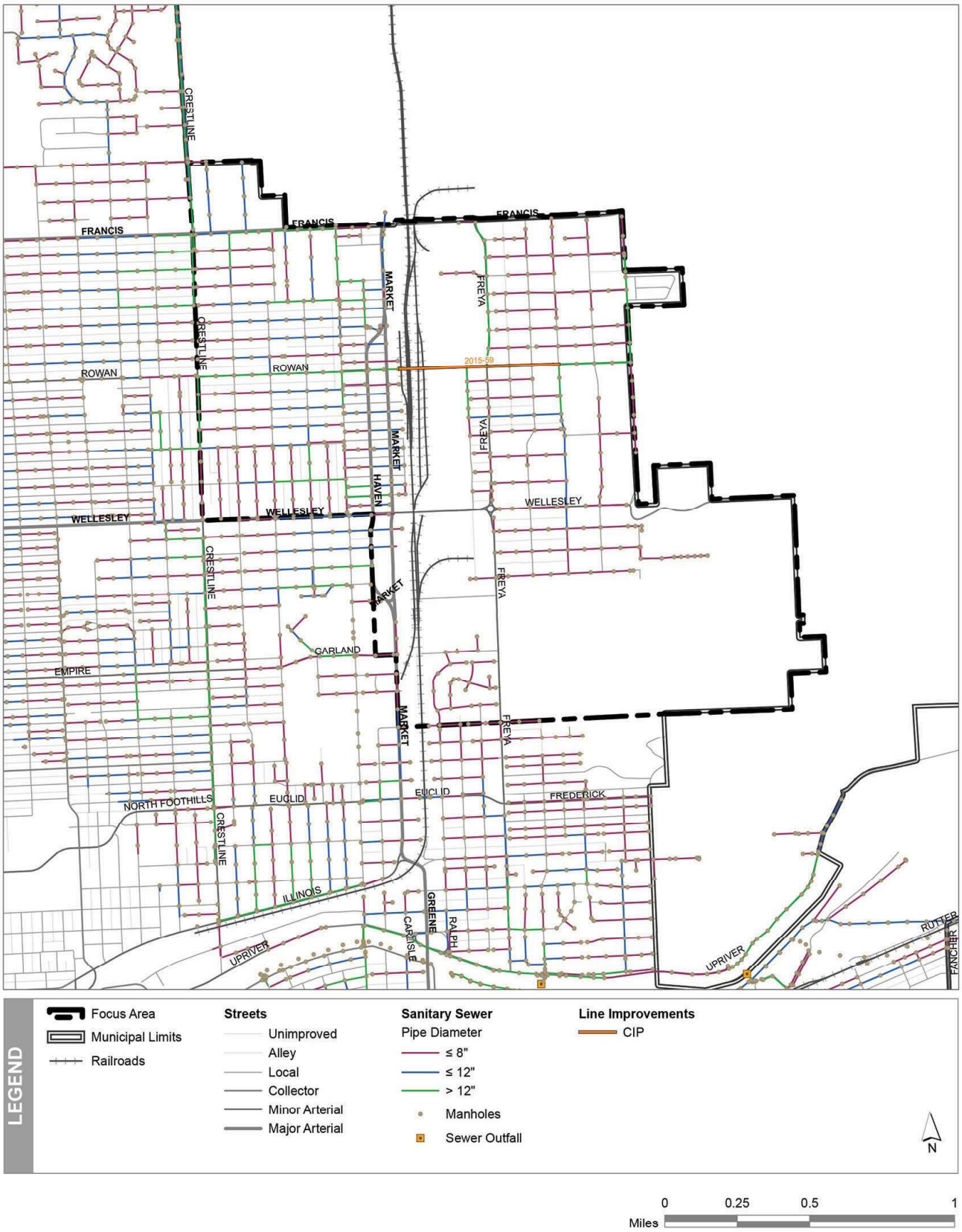


Figure 6.2 - *Planned (now completed) Sanitary Sewer Service Projects Map*

Section 6.4.2
Sanitary Water Service Current and Projected Demand and Deficiencies

The level of service goal for the City's sanitary sewer system, as set by its Comprehensive Plan, is 100 gallons per day per capita (gpdpc). The City uses the Integrated Clean Water Plan, the Sanitary Sewer Management Program, and the Regional Sanitary Sewer Manual to inform improvements and additions to sanitary sewer infrastructure in the Focus Area.

City Staff have indicated that both West and East Hillyard may contain sites with unpermitted connections of stormwater downspouts to the sanitary water conveyance systems. During moderate to heavy rainfall and snowmelt events, these connections can greatly increase the volume of untreated water and exceed the capacity at the treatment plant, resulting in untreated sewage overflowing into the Spokane River.

6.4.2.1: West Hillyard

Based on a review of utility maps and readily available utility information, many of the sanitary sewer service lines date back to World War II or earlier. Sanitary sewer pipes of this age should be closely and consistently monitored for signs of deterioration.

6.4.2.2: East Hillyard

The lift station on N Havana St. and E Dalke Ave. is currently oversized and is anticipated to have sufficient capacity for future growth. The following deficiencies are also present in East Hillyard:

Unserved areas – A 40-acre area near the northwest corner of the Esmeralda Golf Course, north of Garland Ave. and south of Wellesley Ave. is currently unserved by the City's sanitary sewer system. Viable points of connection to serve this area may exist on Rich Ave., Garland Ave., and under the BNSF ROW. In the Esmeralda Plan Area, no sanitary sewer infrastructure currently exists west of Freya St. between Garland Ave. and Rich Ave. The Beacon Hill Plan Area is highly undeveloped and does not have any sanitary sewer infrastructure to support future development.

Pipe Age and Condition – Some of the existing sanitary sewer pipes and manholes in the Focus Area are old, in poor condition, or conflict with other projects. For example, an existing 8" sanitary sewer pipe along Broad Ave. between Ferrall St. and Freya St. in the E. Wellesley Business District conflicts with a proposed WSDOT roundabout at Freya St. and Wellesley Ave. Additionally, an existing 8" sanitary sewer main along Rowan Ave. between Freya St. and Myrtle St. in the Yard Plan Area is undersized.

TABLE 6.3 KNOWN SANITARY SEWER DEFICIENCIES		
Topic	**Location**	**Description**
System condition and capacity	West Hillyard	Generally good, but some segments are aging and may be in poor condition.
Unpermitted stormwater downspout connections	These potentially exist throughout the Focus Area	Combined systems may exist where there are unpermitted downspout connections.
Unserved areas	Esmeralda Plan Area and Beacon Hill Plan Area	Some areas have no sanitary sewer service or infrastructure (though a private development project is under construction in Beacon Hill which will include public utilities).
Sewer Age, Condition and Conflicts	E. Wellesley Business District and Yard Plan Area	Some pipes and manholes are old, in poor condition, and/or conflict with other planned development.

Section 6.4.3
Sanitary Sewer Service Strategies

For the Focus Area as a whole, some sewer line segments, due to their age, may need to be updated to accommodate new (re)development projects. Developers typically provide sewer demands in the design phase, and the City will have the opportunity to evaluate impacts to those sanitary sewer segments; in situations where lines need replacement (or upsizing), those improvements would be provided concurrently with the development. The City should require developers to inspect the sewer main adjacent to their development with a sewer camera to assess the condition of the piping immediately downstream of the intended point of connection, and for the developer to provide replacement if necessary.

Any development within the Focus Area proposing to keep existing buildings should demonstrate that existing downspouts are either not connected to public sewer conveyance, or to include plans for disconnecting roof drains from sanitary sewerage as part of the development. Where combined sewer connections exist (i.e. private storm line connected to public sanitary sewer system), the City should require developers to disconnect the storm from the sanitary sewer main, and to treat stormwater separately, as per the Spokane Regional Stormwater Manual.

6.4.3.1: East Hillyard

The City should conduct a detailed hydraulic analysis specifically on the Yard Plan Area using forecast future demands. The City should adhere to the recommendation from the Spokane County Sewer Standards Manual to use 2,200 gpd per acre to estimate the sewer load resulting from industrial use buildout for the Yard Plan Area.

Any development within the Yard Plan Area seeking to keep existing buildings should demonstrate that either the structures are not connected to a septic or cesspool system, or to provide plans for connection to public conveyance and decommissioning of said septic or cesspool system.

Some conveyance should be relocated to avoid conflicts with proposed development of a WSDOT roundabout on Wellesley Ave.

SECTION 6.5:
Stormwater Management

The City's current stormwater management infrastructure is provided to guard against flooding and protect water quality and natural stormwater systems. The Focus Area is located over the City's soul source of drinking water (the Spokane Valley-Rathdrum Prairie Aquifer) making stormwater management a critical concern to prevent water supply contamination issues associated with runoff from the Focus Area.

Section 6.5.1
Stormwater Management Existing Conditions

The City of Spokane provides stormwater management infrastructure by way of inlets, pipes, bio-infiltration swales[1], underground injection controls (UICs),[2] and outfalls to collect and convey stormwater runoff from the Focus Area.





[1] *Bio-infiltration Swales are stormwater collection sites that employ natural features such as soil and plants to filter the stormwater before it enter groundwater sources.*
[2] *Underground Injection Controls (UICs) are wells or other structures that allow stormwater to percolate into the ground and recharge the aquifer*

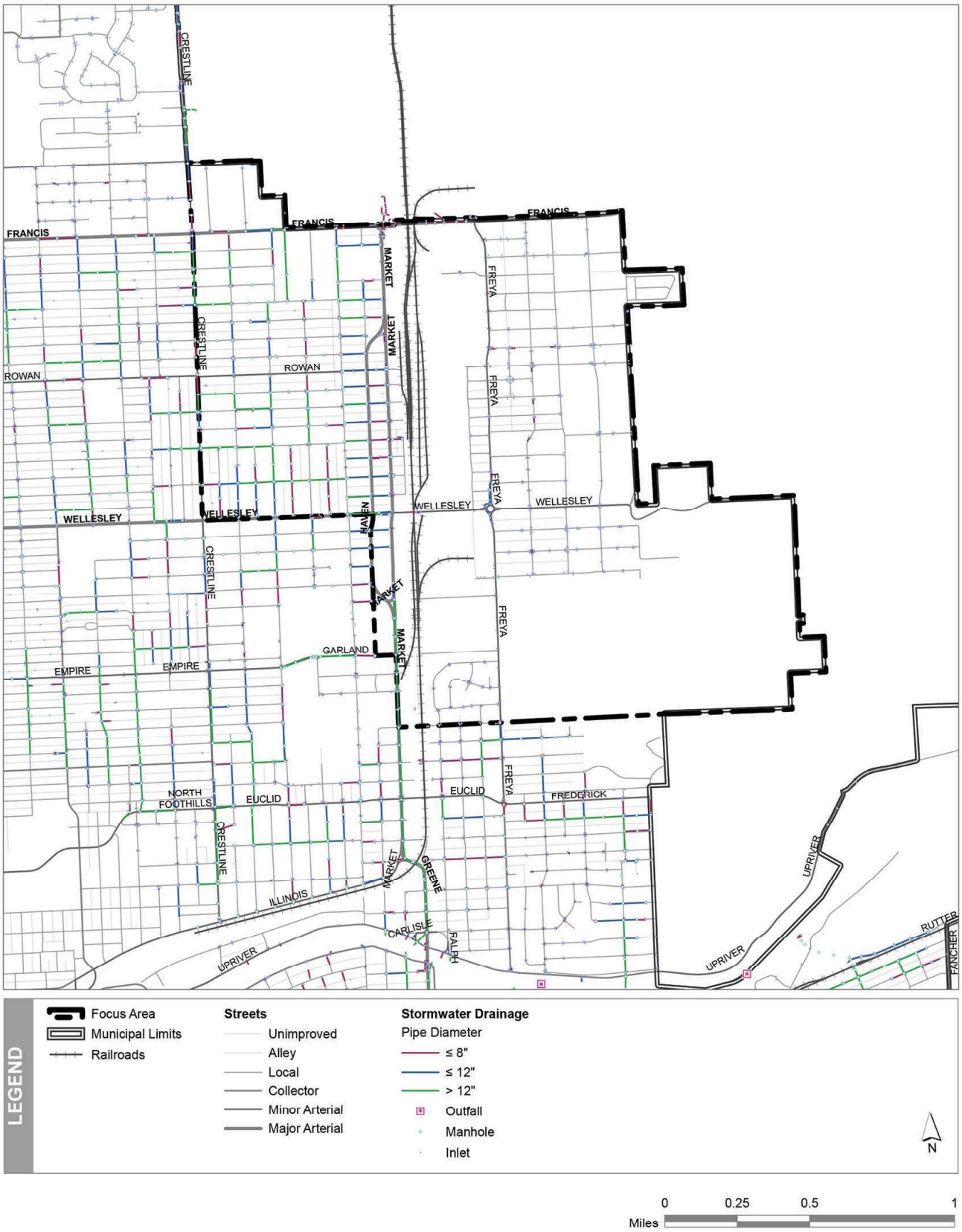


Figure 6.3 - *Existing Conditions – Storm Drainage System*

6.5.1.1: West Hillyard

West Hillyard is served by storm sewers that outfall to the Spokane River via a large diameter interceptor. Some areas in West Hillyard are served with bio-infiltration swales.

Hillyard Residential Plan Area – Runoff from this neighborhood is conveyed to inlets in adjacent streets, where it enters the storm sewers and flows south before discharging into the Spokane River. Large diameter storm lines located on Wabash Ave., Sanson Ave., Nebraska Ave., and Central Ave. convey runoff from the residential area to the storm main in the Hillyard Business District. There are no existing regional stormwater treatment systems in this area.

Hillyard Business District –This District drains to a storm main on Regal St. A large stormwater pond along Market St. north of Columbia Ave. serves as a detention and treatment facility for the runoff from the NSC. A small stormwater pond between Market Pl. and Market St. serves adjacent roadways.

6.5.1.2: East Hillyard

East Hillyard is served primarily by UICs, and some areas possess bio-infiltration swales. Having historically been a site for industrial and railroad activities, East Hillyard contains six (6) notable cleanup sites registered with the State of Washington's Department of Ecology (DOE): the BNSF Railway Black Tank Property, Burlington Northern Yard, SemMaterials LP Spokane, BNSF RR Bunker C Spill Area, Aluminum Recycling Corp, and Sicilia Trucking. The soils on these sites contain petroleum-based pollutants and, therefore, can potentially affect the groundwater. Several other cleanup sites in East Hillyard are documented with the U.S. Department of Energy (DOE) as "Cleanup complete", including a lead-contaminated site at the historic BNSF rail yard.

The Yard Plan Area – Existing development generally drains runoff to inlets in adjacent streets, where it is conveyed to numerous nearby UICs. There are no existing regional stormwater systems for treating stormwater.

E. Wellesley Business District – Most stormwater in this district is treated by UIC with the exception of a bio-infiltration swale adjacent to the new roundabout at the intersection of Freya St. and Wellesley Ave.

Esmeralda Plan Area – Stormwater in this district is solely treated by UIC.

Beacon Hill Plan Area – The Beacon Hill Plan Area currently contains no public stormwater.

Section 6.5.2
Stormwater Management Service Current and Projected Demand and Deficiencies

Level of Service goals for stormwater management, as established by the City's Comprehensive Plan, require development to prevent property from flooding during a 25-yr rainfall event and prevent buildings from being damaged during a 100-yr rainfall event. In considering drainage and stormwater management deficiencies, some portions of the Focus Area experience regular flooding and ponding, especially during heavy rain or snowmelt events. These issues have been attributed to inadequate storm sewer capacity, clogged or damaged UIC devices, poor drainage design, and/or lack of maintenance. To address these issues, the City has identified some of the problem areas and planned drainage improvement projects, such as upgrading or replacing stormwater infrastructure, installing new stormwater facilities, and implementing green infrastructure practices. The City's Integrated Clean Water Plan, the Stormwater Management Program, and the Regional Stormwater Manual have been significant tools for carrying out these projects. **Table 6.4** summarizes the known stormwater management deficiencies of the Focus Area.

6.5.2.1: West Hillyard

The current deficiencies of the stormwater management system in West Hillyard can be categorized into two general concepts: aging and undersized infrastructure and untreated stormwater discharges. The storm sewers and storm mains in West Hillyard are old and may not be able to handle the increased runoff from future growth and redevelopment. Specifically, the storm mainline on Regal St., for example, is only 12" in diameter near Francis Ave. and may not be able to accommodate runoff from redevelopment where an increase in runoff is anticipated. Additionally, the potential existence of combined systems (unpermitted downspouts) can create water quality and ecological health impacts for the river.

6.5.2.2: East Hillyard

East Hillyard experiences similar stormwater management system deficiencies as West Hillyard. East Hillyard lacks regional stormwater management facilities that can detain and treat stormwater runoff, and the area's various drywells are potentially deteriorated and in need of upgrades due to their age. Additionally, The Yard has a long history of industrial use, several known contaminated sites, and the possibility for several unknown and untreated contaminated sites. Considering this fact, untreated stormwater that has travelled through this plan area has an increased risk of carrying harmful pollutants.

TABLE 6.4 KNOWN DRAINAGE DEFICIENCIES IN FOCUS AREA		
Topic	**Location**	**Description**
Lack of regional stormwater systems	The Hillyard Residential and the Yard plan areas.	No adequate detention and treatment for runoff, increasing flood and pollution risk. Vacant lots offer opportunities for creating regional stormwater systems
Aging and undersized infrastructure	Storm sewers and storm mains in the Hillyard Business District, the E. Wellesley Business District, and the Esmeralda Plan Area	Old and small pipes that may not handle increased runoff from future growth and redevelopment. Some pipes need to be upsized or replaced
Stormwater pollution and contamination	The Yard Plan Area	Runoff from potentially contaminated sites in the Yard and could carry pollutants to the river or the aquifer, affecting water quality and ecological health

Section 6.5.3
Stormwater Management Strategies

The City of Spokane requires new projects to address both detention and water quality standards in the management of stormwater on their property in accordance with the Spokane Regional Stormwater Manual. This means that runoff must be cleaned before it is released to storm inlets and discharged or infiltrated; the underlying soils in the Focus Area are generally suitable for disposal by infiltration. Typically, new projects will address stormwater on-site, reducing their usable land area.

6.5.3.1: West Hillyard

Due to their age, some stormwater infrastructure in the ROW may need to be update. Such improvements would be provided by the developer and concurrently with the development. Additionally, the City should require developers to inspect the storm main adjacent to their development with a sewer camera to assess the condition of the piping immediately downstream of the intended point of connection, and for the developer to provide replacement if necessary.

East Hillyard

It is recommended that the City design and implement regionally shared stormwater treatment systems so that infill and redevelopment projects can maximize more of their site. This recommended regional facility approach is described in further detail in the Hillyard Stormwater Alternatives Report by Maul, Foster and Alongi dated 2020 as "Option 2 – Clustered, Scenario 2". Option 1 is discouraged, as it does not allow for piecemeal or phased construction; one large facility must be built and significant initial investment in pipe conveyance must be made before any service is possible, while Option 2 would provide service for dozens of parcels with each individual cluster facility installed, and conveyance could reasonably be expected to be provided by developers. Scenario 1 is discouraged as it neglects roadways. Drywells serving these roadways within the Yard are either aged or missing, and runoff to these wells is untreated. Scenario 2 would allow for decommission of all existing public UICs in the Yard over time, allowing for savings of repairs/replacements that would have otherwise been required of these drywells, and consolidates maintenance and operations costs to relatively few facilities.

If for any reason drywell functionality is to be preserved, then developers should be responsible for assessing the quality and performance of these drywells within fronting ROW, and the development should be responsible for bringing these UICs into compliance if deficiencies are discovered concurrently with development.

Undiscovered or undocumented spills may exist within the Yard Plan Area, therefore the City should require soil sampling on new development projects to test for common pollutants of concern in the area, notably Halogenated and Non-halogenated Organics, Petroleum, Naphthalene, Polycyclic Aromatic Hydrocarbons (PAHs), Chloride, Fluoride, Nitrates, Nitrites, and Lead. If contaminates are discovered, the development shall register the site with Department of Ecology (DOE) as a spill site and take appropriate action to remediate the contaminated soil per DOE requirements. Targeted pollutants may be revised by City staff who are familiar with the aquifer's water quality concerns.

SECTION 6.6
Broadband Service

Broadband service in the Focus Area is composed of networks of buried fiberoptic cables and conduits in buried pipes where fiber cables can be easily pushed through. These fiberoptics cables and the conduits that may precede or accompany them are laid, operated, and maintained by various service providers.

Established in 2022 by the Spokane County Commissioners, the Spokane Regional Broadband Development Authority, or Broadlinc, works with local governments, Tribes, public and private entities, nonprofit organizations, and consumer-owned and investor-owned utilities to enhance broadband infrastructure and access through the development of strategies and plans.

Section 6.6.1
Broadband Service Existing Conditions

According to the 2023 Petrichor broadband assessment, the NEPDA, which encompasses the Focus Area, has a strong existing fiber infrastructure base to build from, equipped with sufficient City- and provider-owned fiber. Additionally, the NEPDA contains a framework of conduits further adding to the area's fiber scalability; see **Figure 6.4** for the location of existing fiber and conduit placement. Internet performance for households in the Focus Area is generally good; according to Spokane County's Equity and Inclusion Methodology Tool, most households have internet speeds above 200Mbps.

6.6.1.1: Planned Broadband Projects

The Broadband Assessment Conducted by Petrichor recommended that the City place conduit within the Wellsley underpass (beneath the NSC) that had been under construction by the City at the time of the report. According to City Staff, this recommendation has been addressed; this addition is denoted in yellow in the **Figure 6.4**.

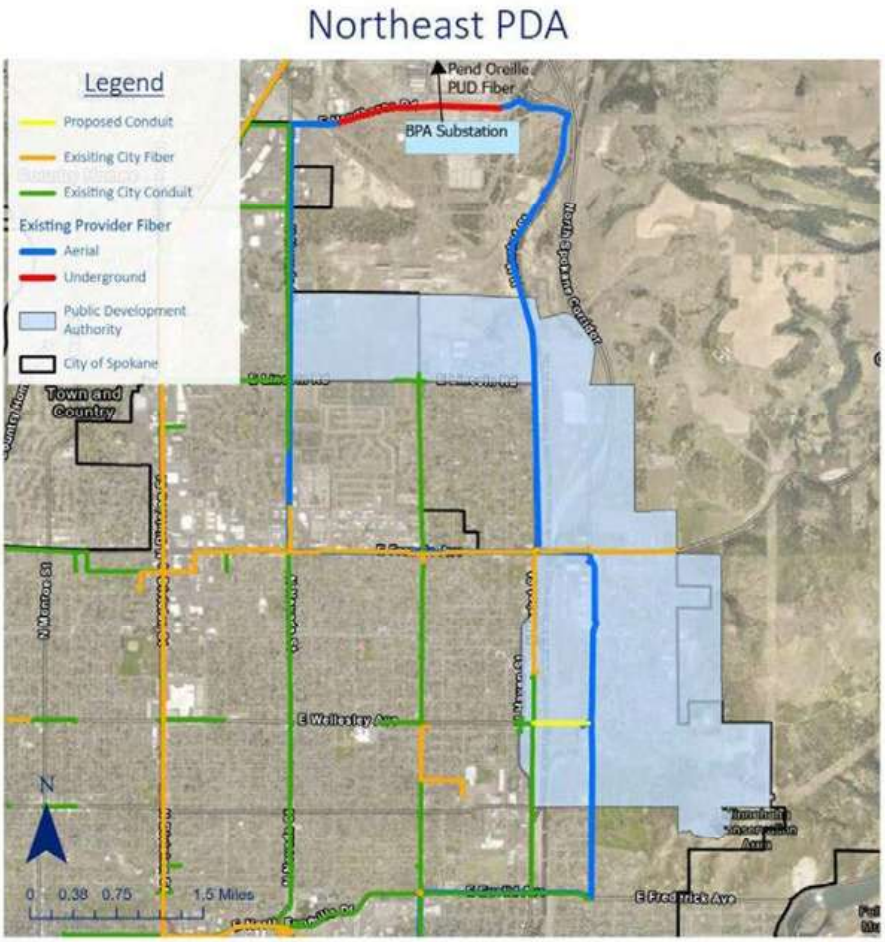


Figure 6.4 - *Fiber Concept for Northeast PDA*

Sectiion 6.6.2
Broadband Service Current and Projected Demand and Deficiencies

According to Spokane County's Equity and Inclusion Methodology Tool, pockets of households with internet speeds below the 200mbps threshold exist along the railway and the intersection of E Wabash Ave. and N Morrill St.

6.6.3: Broadband Service Strategies

In support of Goal CFU 3 – Coordination in the Comprehensive Plan, the City should coordinate with Petrichor Broadband and Broadlinc to track and plan for significant changes in planning, capital improvement projects, or development trends in the Focus Area.

The City of Spokane Broadband Assessment provided three primary recommendations for increasing broadband infrastructure within the NEPDA service area as follows:

1. Work with WSDOT to understand the North Spokane Corridor's applicability as a telecommunications right-of-way (ROW).
2. Place conduit within the Wellsley underpass being constructed by the City. According to City staff, this recommendation has been completed.
3. Place additional conduit in the areas where sewer and electrical infrastructure are being installed for the new Esmeralda Business Park

In addition to the recommendation above, Attachments A and B in the City of Spokane Broadband Assessment discuss infrastructure investment proposals aimed at leveraging funding from the American Rescue Plan Act's (ARPA) Build Back Better Regional Challenge (BBBRC) to improve or reconstruct roadways in the City. Specifically, Impact Region Project 1 in Attachment B is a proposal to reconstruct all nonpaved roads, the majority of which exist in the Focus Area. In the event this project proceeds, the City should utilize this large groundbreaking opportunity to install conduits/fibers along the right of ways of the newly reconstructed roads.

SECTION 6.7
Electrical Power and Natural Gas

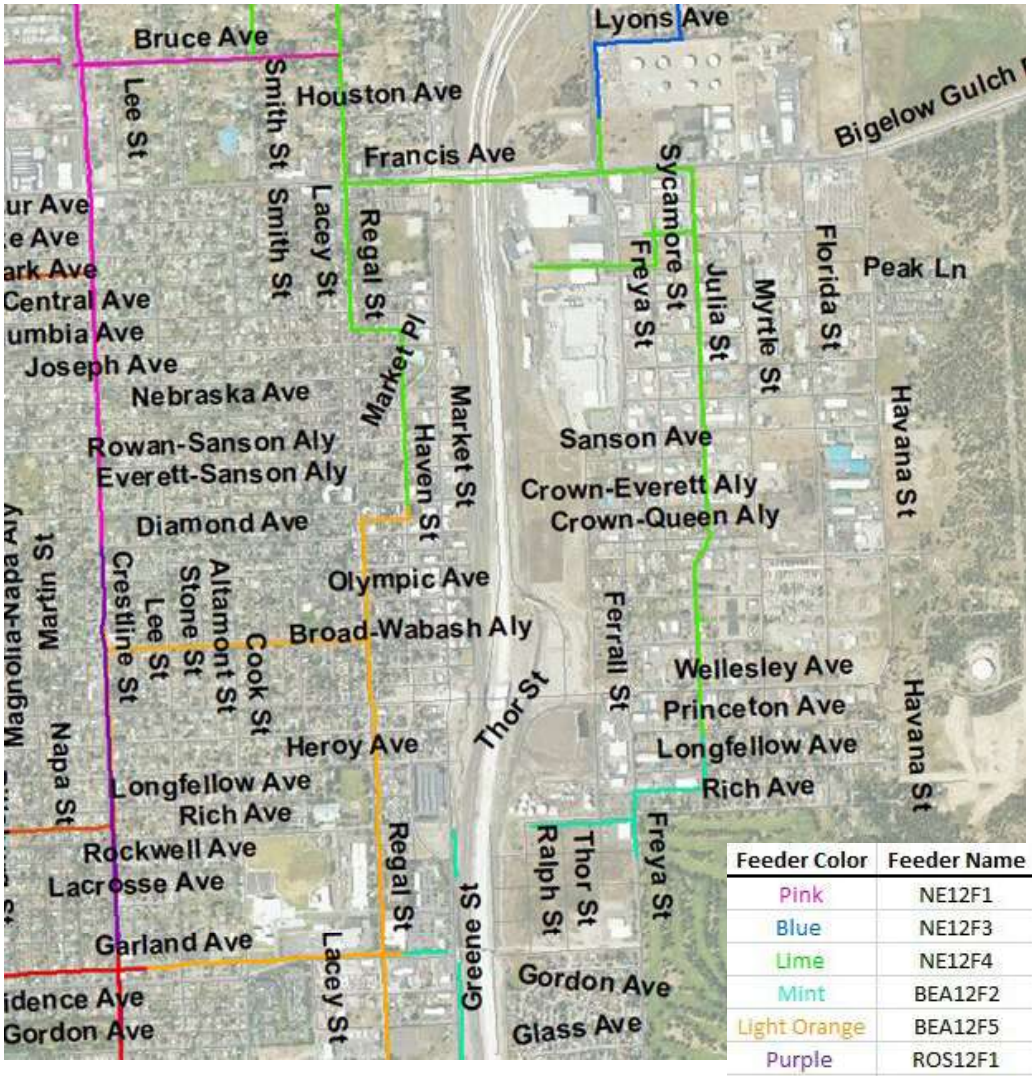
Electrical power and natural gas services in the Focus Area are provided by Avista Utilities, a regional energy service provider. Avista's power generation comes from a blend of mostly renewable energy sources as outlined in **Table 5** and serves portions of Eastern Washington and Northern Idaho.

TABLE 6.5
AVISTA ELECTRICAL POWER SOURCES

Source	Renewable?	Percentage
Hydro	Yes	48%
Wind	Yes	9%
Biomass	Yes	2%
Natural Gas	No	33%
Coal	No	8%

Section 6.7.1
Electrical Power Existing Conditions

Electrical power is provided to the Focus Area by transmission lines from the Northeast Substation which is then further distributed by above- and below-ground feeder and distribution lines to serve residential, commercial and industrial customers. **Figure 6.5** displays the power feeders and their capacities in the Focus Area.



Feeder Color	Feeder Name	Capacity Available Today
Pink	NE12F1	1MW*
Blue	NE12F3	500kVA
Lime	NE12F4	500kVA*
Mint	BEA12F2	none
Light Orange	BEA12F5	none
Purple	ROS12F1	1MW
Red	ROS12F6	500kVA
Dark Orange	L&S12F2	500kVA
		*feeder topography changing 7/24 and will have different capacity

Figure 6.5 - *Existing Electrical Feeders – (provided by Avista)*

6.7.1.1: Planned Electrical Projects

A summary of electrical projects planned by Avista for the Focus Area can be found in **Table 6.6**.

TABLE 6.6
PLANNED ELECTRICAL POWER PROJECTS

Project	Description
Crestline Feeder Line	There are plans to update the feeder line on Crestline Drive with service coming from the west via Bruce/Lions.
Upgrade to Northeast Substation	There are plans to increase the power capacity at the Northeast Substation from 15,000 kVA to 20,000 kVA.
Future Florida/Dalke Substation	Long-range plans to construct a new substation at the intersection of Florida St and Dalke Ave. Transmission lines would follow the foot of Beacon Hill.

Section 6.7.2
Electrical Power Current and Projected Demand and Deficiencies

Avista is responsible for monitoring the current and future electricity demands in the Focus Area then planning infrastructure improvements and additions accordingly. Avista has identified some service issues in the near- and long-term as outlined in **Table 6.7**.

TABLE 6.7
AVISTA ELECTRICAL POWER CONCERNS

Issue	Discussion
Climate Commitment Act	The State of Washington's Climate Commitment Act could significantly limit the use of natural gas in future developments. Avista anticipates that customers who would have otherwise utilized natural gas (i.e. for heating, dryers, etc.) will instead rely more heavily on the power grid, possibly causing a strain on the electrical grid.
Esmeralda Commerce Park	Current plans for a light industrial park along Freya Ave. and Garland Ave. would, at full build-out, significantly strain the power grid.
Electric Vehicle Charging Stations	Recent revisions to the building code in the City of Spokane requires private development to include electric vehicle charging stations. Installation of multiple fast charging stations (Type 3) would strain the power delivery system in the area. Avista is currently studying the impact that recent revisions to the building code will have on grid demand.
Electric Buses	Spokane Transit Authority is expanding service via electric buses, including wireless charging technologies, which could have a significant strain on the power grid.

Section 6.7.3
Natural Gas Existing Conditions

The available natural gas supply capacity was determined for each Plan Area and assigned a designation of "Fair", "Good", "or "Excellent" based on the area's proximity to large gas mains and regulator stations. Provided by Avista, the designations for each Plan Area are shown in **Figure 6.6.** The majority of the Focus Area meets the "Good" or "Excellent" designation; however, the E. Wellesley Business District and the Beacon Hill District are listed at the "Fair" available capacity designation.

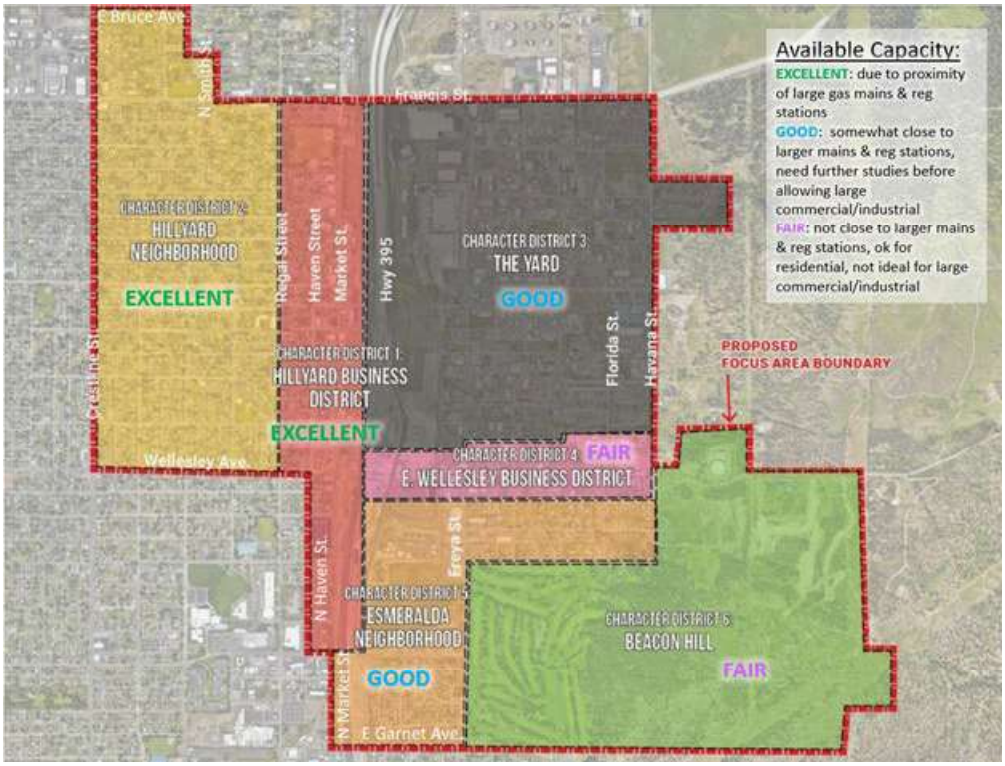


Figure 6.6 - *Existing Electrical Feeders – (provided by Avista)*

Section 6.7.4
Natural Gas Current and Project Utility Demand and Deficiencies

Similar to electrical power service, Avista monitors the status of natural gas demand in the Focus Area and will determine improvements and additions as they prove necessary. Avista currently has no plans for capacity-related enhancements in the Focus Area but anticipates that the State of Washington's Climate Commitment Act will limit natural gas demand in the future.

6.7.4.1: West Hillyard

Gas level of service in West Hillyard is "excellent" as depicted in **Figure 6.6**.

6.7.4.2: East Hillyard

Gas level of service in the E. Wellesley Business District and the Beacon Hill District are "Fair" as depicted in **Figure 6.6**, otherwise the rest of the region is "good".

Section 6.7.5
Electrical Power and Natural Gas Strategies

The City should coordinate with Avista Utilities to track and plan for any significant changes in planning, capital improvement projects, or development trends in the Focus Area.

Notably, the City and Avista Utilities should prioritize the E. Wellesley Business District for natural gas infrastructure improvement, as this district is currently inadequate for commercial development.



Chapter 7

Parks and Open Space

SECTION 7.1 Introduction

This chapter aims to preserve and enhance the area's natural landscapes, parks, and open spaces.

The chapter provides an overview of existing plans that outline long-range goals for parks and open spaces, details the current parks and natural features within Hillyard, and presents strategies to enhance these spaces and increase access to recreational amenities.

SECTION 7.2 Guidance on Parks and Open Space in Existing Plans and Documents

The following plans establish overarching goals and strategies that address parks, open space, and the natural environment in Spokane. These goals and policies play a crucial role in preserving the city's natural assets, enhancing recreational opportunities, and promoting sustainable practices.

Section 7.2.1 City of Spokane Comprehensive Plan Parks and Recreation Goals and Policies

The Comprehensive Plan provides policy directives that seek to sustain and enhance the inventory of parks and open spaces within Spokane's Urban Growth Area (UGA) boundaries. Policies throughout the plan emphasize the need to protect and preserve areas for the public's use that fall under the following criteria:

- Areas that contain wildlife habitat and/or distinct landforms such as rock structures
- Hold culturally significant or aesthetic value
- Serve as a buffer between two conflicting land uses
- Are near or can provide linkages to existing parks and/or open space
- Are located near or on riparian areas, flood plains, or wetlands
- Fall under the designation of a shoreline as outlined in Spokane's Shoreline Master Program, such as areas along the Spokane River and Latah Creek

The plan also encourages the City to establish and annually update a six-year capital improvement program for the implementation of the Parks, Recreation and Open Spaces Plan.

Appendix B Plan References and Resources lists the goals and policies that address parks and recreation in the Focus Area.

Section 7.2.2 Spokane Parks and Natural Lands Master Plan

The Spokane Parks and Natural Lands Master Plan was adopted in 2022, and is intended to guide the development and management of Spokane's parks and natural areas over the next decade. The plan aims to preserve and enhance the city's green spaces to ensure they meet the needs of current and future residents. Through 'Equity Zones', the plan prioritizes project areas for investment based on history of investments, current conditions, and demographics.

Looking within the Focus area, the Hillyard Residential District and the Hillyard Business District were designated as the highest equity priority. Wildhorse Park, near the southeastern border of the Hillyard Business District, is one of two parks within the city that is designated as the highest investment priority. The Yard District has a high concentration of households more than a 10-minute walk from a park, and is classified as an opportunity area for new parks within the plan.

Section 7.2.3
Greater Hillyard-Northeast Planning Alliance / Bemiss, Hillyard and Whitman Neighborhoods

The Greater Hillyard-Northeast Planning Alliance (GHNEPA) is the formal, collaborative planning effort of the Bemiss, Hillyard, and Whitman neighborhoods to produce, track, and assure development goals of these communities. Using public engagement, the GHNEPA established ten strategy areas of community focus. One of these strategies is to improve parks and trails and is broken down into four objectives:

1. ***Gatherings for strengthened sense of community:*** Ensuring the existing parks are adequately equipped to support community events and child safety.
2. ***Increase awareness and attendance of neighborhood events:*** Find ways to leverage existing resources and partnerships to maximize community awareness and participation in public gatherings held at neighborhood parks and school facilities.
3. ***Improve parks and paths and increase their use:*** Outline actions to promote the stewardship of existing parks amongst community members independent from the City and ways to involve the community in planning park development and improvement.
4. ***Use school buildings and grounds for events:*** Identify strategies for working with schools to use their facilities for community events and recreation.

Section 7.2.4
Environmental Policy Plans

Updated in 2021, the Sustainability Action Plan (SAP) outlines strategies for reducing greenhouse gas emissions, conserving water, and promoting sustainable practices across various sectors, including the natural environment. One of the most important outcomes of the SAP is the identification of lack of tree canopy as one of the biggest climate threats in northeast Spokane. The natural environment chapter of the SAP focuses on preserving and enhancing the city's natural resources. Key objectives include:

1. ***Biodiversity Conservation:*** protect and restore habitats to support diverse plant and animal species
2. ***Water Resource Management:*** Implement sustainable water management practices to ensure the health of rivers, lakes, and aquifers
3. ***Urban forestry:*** Expand and maintain the urban tree canopy to improve air qualty and provide shade
4. ***Green Infrastructure:*** Implement systems like rain gardens and green roofs to manage stormwater and reduce urban heat islands
5. ***Community Engagement:*** encourage residents to participate in conservation efforts and environmental stewardship

SECTION 7.3:
Current Parks and Natural Features

Hillyard is home to a variety of parks and natural assets that contribute to the area's unique charm and community character. Hillyard features several well-maintained parks that offer residents and visitors opportunities for recreation and relaxation. The Subarea Plan aims to enhance and expand upon existing parks and open space, leveraging current assets while identifying opportunities for park improvements that align with the city's long-term vision and meet community needs.

Section 7.3.1
Current Parks and Open Space

The Hillyard Subarea contains a total of 5 parks excluding the Esmeralda Golf Course and the Hillyard Aquatic Center. According to the City of Spokane's Parks and Natural Lands Master Plan, these five parks are separated into 2 categories:

1. ***Neighborhood Park:*** Parks that are 4 to 15 acres and serve a neighborhood population by being geographically centered for safe biking and bicycle access.
2. ***Pocket Park:*** Small parks or a specialized facility typically 2 acres or less serving a concentrated or limited population or specific group such as children or seniors.

Table 7.1 below lists each of the five parks within the subarea and their characteristics as identified in the plan.



Harmon Park

TABLE 7.1
CURRENT PARK FACILITIES IN FOCUS AREA

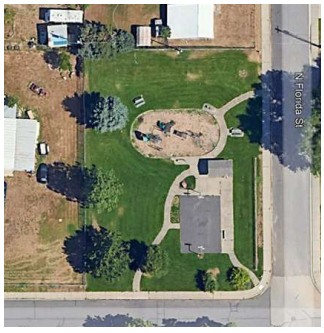
Park Name	Classification	Acreage
Harmon Park	Neighborhood Park	10.9
James J. Hill Park	Pocket Park	1.88
Kehoe Park	Pocket Park	1.7
Loren Kondo Park	Pocket Park	0.5
Wildhorse Park	Neighborhood Park	2.72



James J Hill Park



Kehoe Park



Loren Kondo Park



Wildhorse Park

Section 7.3.2
Current Environmental Features and Natural Resources

The following are natural features that are important to consider when planning for the Focus Area.

Wetlands and Streams – There are no wetlands or streams in and around the Focus Area. The nearest body of water is the Spokane River just south of the Focus Area. Wet areas generally will not be a concern as the area changes or as redevelopment occurs.

Rathdrum Aquifer – Most of the Focus Area overlies the Spokane Valley-Rathdrum Prairie Aquifer. This aquifer is the sole source of water for most of Spokane County, as well as neighboring Kootenai County in Idaho. It is a "sole source aquifer" which means it supplies at least 50 percent of the drinking water for its service area where there is no reasonably available alternative source should the aquifer become contaminated. This aquifer is highly susceptible to contamination; best practices include eliminating septic tanks and pre-treating stormwater over the aquifer. The latter is important to consider as potential redevelopment and/or streetscaping occurs.

Erodible Soil – Several large areas with erodible soils exist adjacent to the Focus Area on the east, and overlap slightly into the Focus Area, especially east of the Esmeralda Golf Course. Areas with varied topography (Beacon Hill) which can contribute to soil that is more susceptible to erosion. The hilly topography and erodible soil contribute to less suitable areas for development.

Habitat - Most of the Beacon Hill area is considered part of the local white-tailed deer's wintering ground and migratory route as well as a movement corridor for elk, moose, various raptors throughout remnant ponderosa pine habitat surrounded by urban development. Future development of the Hillyard area may increase wildlife-vehicle collisions."



SECTION 7.4
Implementation Strategies

Specific strategies identified for each Plan Area related to parks and open space:

Hillyard Business District

- ***NSC Open Space/Stormwater Facility:*** Add landscaping, a walking path connecting to Harmon Park to the Children of the Sun Trail, and educational signage that informs the public on stormwater management. This is P.2 on **Figure 7.1**.
- ***Aquatic Center Site:*** Explore possibilities of vacating the ROW to expand and enlarge the existing open space area for additional recreational use. This is P.3 on **Figure 7.1**.
- ***Children of the Sun Trailhead:*** Establish a formal trailhead for the Children of the Sun trail at the Wellesley Avenue intersection, featuring additional seating, public art installations, and rental bikes/ scooters for public use. The trailhead would also serve as a welcoming gateway into the Hillyard area. This is P.4 on **Figure 7.1**.

Hillyard Residential

- ***Arlington Elementary School Site Improvements:*** Enhance the existing playground and open spaces at Arlington Elementary School. This is P.1 on **Figure 7.1**.

The Yard

- ***Public Works Open Space and Stormwater Facility:*** Provide new and additional landscaping; turn the site into a passive gathering area. This is P.5 on **Figure 7.1**.

Beacon Hill

- ***Beacon Hill Reservoir Open Space:*** Convert this site into a new park. This is P.6 on **Figure 7.1**.
- ***Minnehaha Conservation Area and Park Enhancements:*** Improve the existing trails, and add wayfinding signage to enhance the user experience of the park. This is P.7 on **Figure 7.1**.
- ***Additional Access to Beacon Hill Bike Park:*** Consider additional city-sanctioned access points to Beacon Hill bike trail system to augment existing access points to the south and east. Possible locations at east end of Valley Springs Rd. or north side of Esmerelda Golf Course. Include wayfinding elements from Children of the Sun Trail and Hillyard Business District.
- Consult with Washington Department of Fish and Wildlife biologists on mitigation strategies and habitat management to increase the safety of both wildlife and people in new developments.

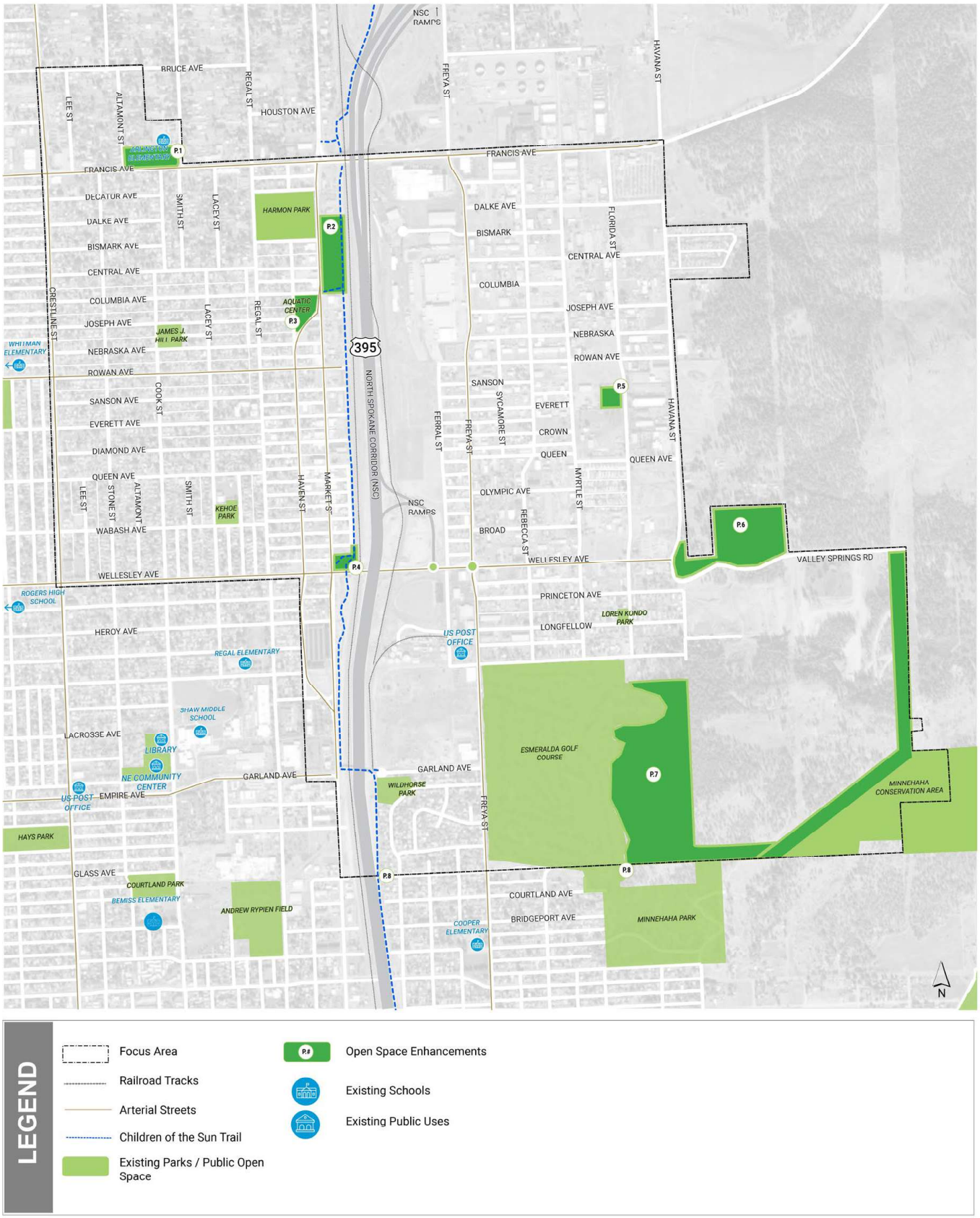
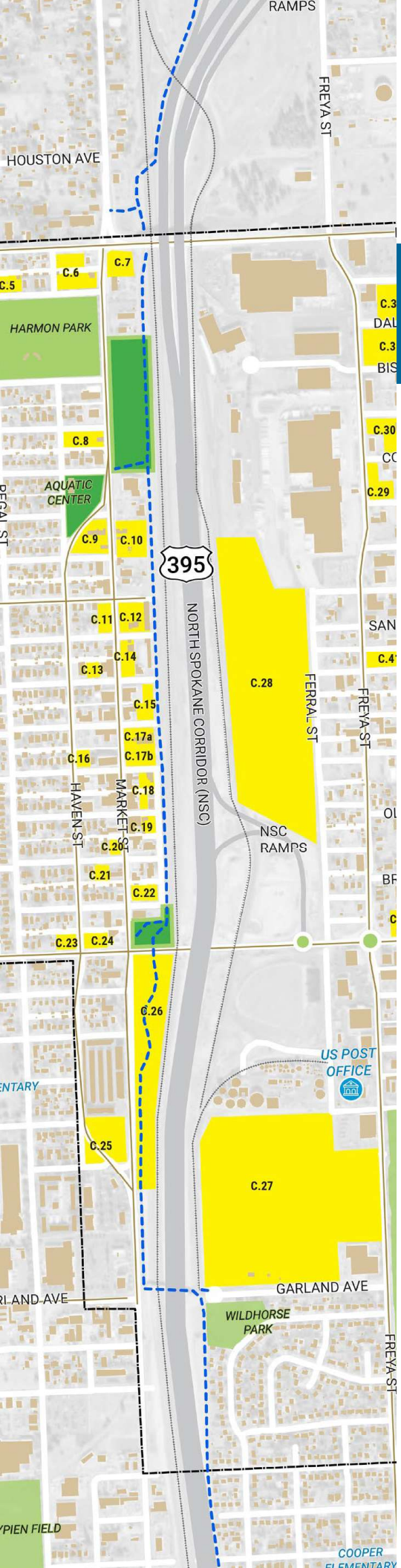


***Figure 7.1** - Open Space Enhancements in Focus Area*



Chapter 8

Costs and Funding

SECTION 8.1
Introduction

The goal of this chapter is to provide a model for funding the catalytic improvements necessary to foster the revitalization and development opportunities envisioned in this Plan.

The Plan identifies 53 catalyst sites with the potential for new development or redevelopment throughout the study area. However, the catalyst sites in West Hillyard are primarily small vacant commercial properties on Market Street and Haven Street. These properties are on completed streets and are largely expected to be able to be developed without major infrastructure investments. Thus, this chapter focuses on the Yard area and the infratructure investments needed for redevelopment of the catalyst sites there.

A major barrier to new development in The Yard is the lack of infrastructure that has stagnated investment in the area, particularly for industrial development. One of goals of the Plan is to determine how infrastructure investments in The Yard can help it capture a greater share of industrial development. This chapter provides a summary of the costs and funding analysis included in the complete Funding Strategies Report in **Appendix K**.

SECTION 8.2
Phase 1 Framework

The Plan has identified 20 catalyst sites within The Yard totaling 95 acres and with up to 852,000 square feet of development capacity. The Plan also identified up to $39.5 million in road and utility infrastructure improvements needed to make these properties "development ready."

The primary funding and financing challenge addressed in this chapter is how to pay for the up-front infrastructure needed for The Yard to be competitive and capture its share of potential industrial development within the region. **Table 8.1** shows these costs in greater detail.

Table 8.1 - *The Yard Total Infrastructure Costs*

Description	Cost
Potable Water Service	
Increased Standby Storage - North Hill Pressure Zone	--
Distribution & Transmission Conveyance Infrastructure	$4,450,000
Distribution & Transmission Extension	$1,850,000
Larger Diameter Network	$5,250,000
Subtotal	**$11,550,000**
Sanitary Sewer Service	
No City Costs Listed	--
Subtotal	**--**
Drainage & Stormwater Management Facilities	
Clustered Regional Facilities (Initial Phase)	$10,960,000
Clustered Regional Facilities (Buildout)	$5,475,000
Subtotal	**$16,435,000**
Broadband Service	
No City Costs Listed	--
Subtotal	**--**
Electrical Power and Natural Gas Services	
No City Costs Listed	--
Subtotal	**--**
Road Improvements	
Freya St - Wellesley Ave to Francis Ave	$1,375,000
Rowan Ave - Sycamore St to Myrtle St	$996,526
Myrtle St - Wellesley Ave to Dalke Ave	$5,652,726
Florida St - Queen Ave to Princeton Ave	$2,118,478
Local Roads - East Side Improvements	$1,100,000
Wellesley Ave - Freya St to Havana St	$226,048
Subtotal	**$11,468,778**
Total City Investment in the Yard Infrastructure	**$39,453,778**

Due to large infrastructure requirements for the Yard totaling $39.5 million, which would be required to develop most of the catalyst sites within the Yard, the Plan narrows the scope of the financial and development analysis to an initial first phase of development that would reduce the amount of upfront infrastructure needed to catalyze initial development. This initial Phase 1 area includes the southern portion of the Yard and all the Wellesley Business District. By shifting the focus area, the known infrastructure costs were reduced from $39.5 million to $14.4 million. **Figure 8.1** depicts the smaller geographic area and catalyst sites.

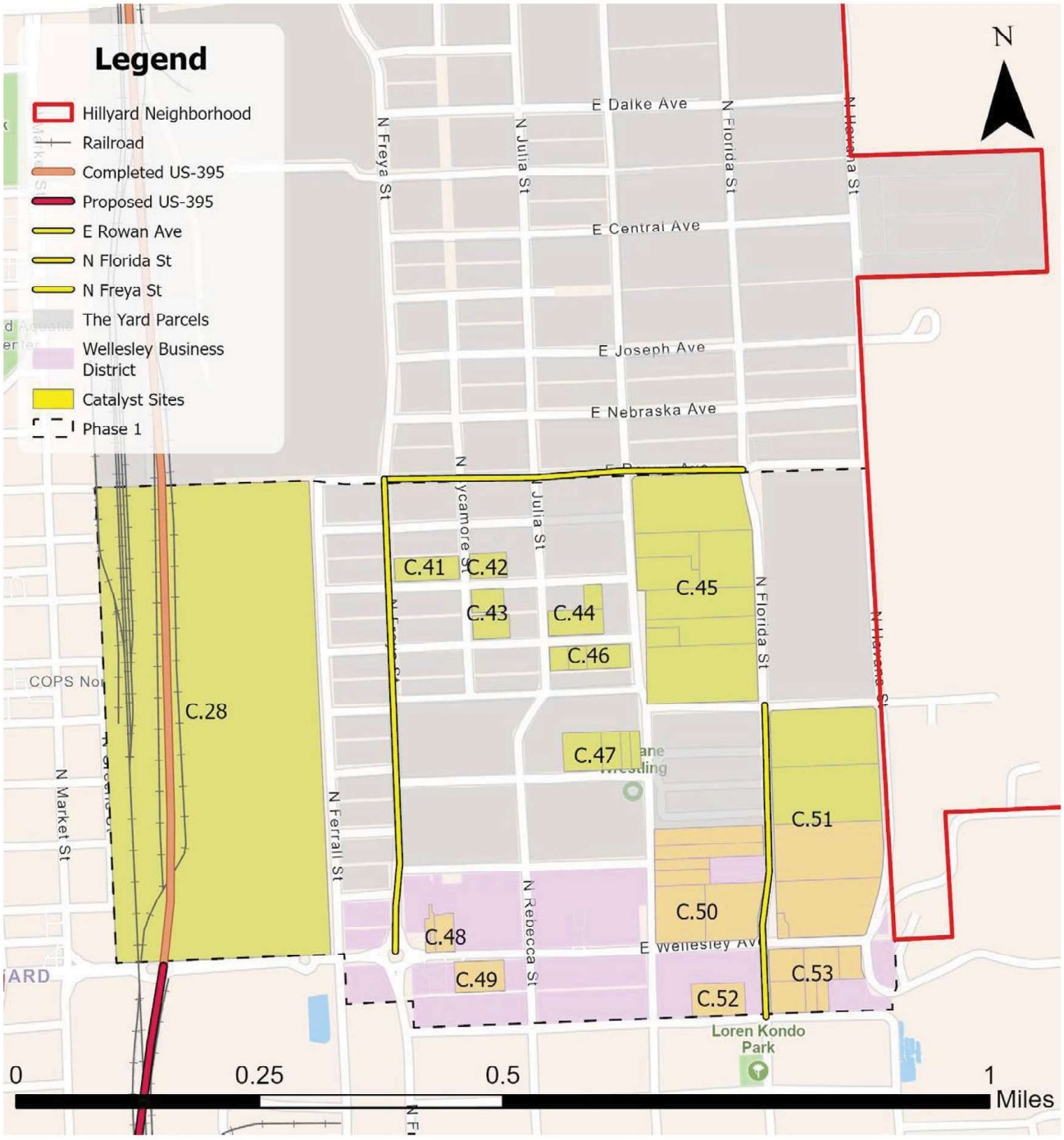


Figure 8.1. ***-*** *Phase 1 Area*

Section 8.2.1
Absorption Projection

The Phase 1 area reduces the upfront infrastructure needed but still includes 14 of the 20 catalyst sites in The Yard including the largest and most marketable parcels.

The medium absorption scenario is used as a basis for creating the projected absorption for the 14 catalyst sites. In addition, EPS discussed each site in detail with stakeholders to determine an estimated timing of development for each site given the infrastructure investments needed in the area. This resulted in a development timeline stretching from 2027 to 2037. Additional assumptions include an FAR of 0.3 for all commercial uses, and a multifamily assumption of 25 dwelling units per acre with 1,000 square foot units, as shown in **Table 8.2**.

Table 8.2 - *Phase 1 Projected Absorption*

Description	Land Use Type	Acres	Site Sq. Ft.	Units	Bldg. Sq. Ft.	Est. Year Built
The Yard						
Site C28	Industrial & Flex	25.3	1,102,068	--	330,620	2035
Site C41	Industrial & Flex	1.0	44,431	--	13,329	2036
Site C42	Industrial & Flex	0.6	27,007	--	8,102	2036
Site C43	Industrial & Flex	1.1	47,480	--	14,244	2037
Site C44	Industrial & Flex	1.2	54,014	--	16,204	2032
Site C45	Industrial & Flex	17.2	750,539	--	225,162	2032
Site C46	Industrial & Flex	1.3	54,886	--	16,466	2034
Site C47	Industrial & Flex	2.0	87,120	--	26,136	2034
Subtotal	--	**50**	**2,167,546**	**--**	**650,264**	**--**
Wellesley Business District						
Site C48	Industrial & Flex	0.8	33,106	--	9,932	2028
Site C49	Office	1.0	44,867	--	13,460	2029
Site C50a	Office	4.0	175,111	--	52,533	2028
Site C50b	Multifamily	6.2	267,894	154	153,750	2028
Site C51a	Industrial & Flex	8.7	378,972	--	113,692	2027
Site C51b	Multifamily	7.9	344,560	198	197,750	2027
Site C52	Industrial & Flex	1.2	50,094	--	15,028	2030
Site C53	Office	3.3	142,006	--	42,602	2027
Subtotal	**--**	**33**	**1,436,609**	**352**	**598,747**	**--**
Total by Class						
Industrial & Flex		60.4	2,629,717	--	788,915	--
Office		8.3	361,984	--	108,595	--
Retail		0.0	0	--	0	--
Multifamily		14.1	612,454	352	351,500	--
Subtotal		**82.7**	**3,604,154**	**352**	**1,249,010**	**--**
Total		**82.7**	**3,604,154**	**352**	**1,249,010**	**--**

Source: Stantec; Economic & Planning Systems

The majority of this development would consist of industrial and flex uses, which accounts for 788,915 square feet of commercial space. The addition of 352 multifamily units will be significant for the neighborhood, especially considering that only 475 multifamily units currently exist.

Section 8.2.2
Capital Projects

Infrastructure costs for The Yard include those for roadway improvements, potable water, and stormwater management. The analysis assumed known costs for the capital projects. For proforma modeling purposes, all projects with an unknown timeframe have been modeled over a three-year period (2027 to 2029). **Table 8.3** identifies the projects, associated costs, and timeframes.

TABLE 8.3
CAPITAL PROJECTS AND COSTS

Project	Cost	Timeframe
Roads		
Freya Street (from Wellesley to Rowan)	$3.7 million	2027 to 2029
Rowan Avenue (from Freya to Florida)	$236,000	Unknown (modeled 2027-2029)
Florida Street (from Queen to Princeton)	$3.2 million	Unknown (modeled 2027-2029)
Potable Water		
Freya Street Water Distribution Infrastructure	$452,000	2027 to 2029
Rowan Avenue Water Distribution Infrastructure	$0	Unknown (modeled 2027-2029)
Florida Street Water Distribution Infrastructure	$370,000	Unknown (modeled 2027-2029)
Stormwater Management		
Regional Stormwater Facility	$6.0 million	Unknown (modeled 2027-2029)

Stormwater is the costliest investment out of all the capital improvements. If completed, this investment would significantly benefit the Yard as many of the sites are small with little room for on-site stormwater detention. With a clustered facility, the need for on-site detention would be diminished, significantly improving the ability to develop smaller parcels within the Yard. Given its cost, it may need to be funded using multiple sources. Additional capital projects are referenced in **Chapters 5 and 6, and Appendices H and I**.

SECTION 8.3
Public Financing Framework

Section 8.3.1
Available Public Financing Tools

The primary funding tool anticipated to be used for funding redevelopment costs within The Yard is tax increment financing (TIF). TIF Districts can be enabled by cities through several different acts and programs including Local Improvement Districts (LIDs), the Community Revitalization Financing (CRF) Act, the Local Infrastructure Financing Tool (LIFT), and Local Revitalization Financing (LRF) Program. The City of Spokane established a TIF District in 2019 for property within the Northeast Public Development Authority (NEPDA).

NEPDA was formed in 2012 as a special revenue district. The City and County established the first TIF district for northeast Spokane in 2019 as a revenue source for NEPDA. The City and County then expanded the TIF boundary in 2023, as shown in **Figure 8.2**. NEPDA TIF revenues are anticipated to be a primary source of revenues for infrastructure investments. NEPDA can issue loans and bonds, and it also has governance over its boundaries as outlined in ordinance and its charter.

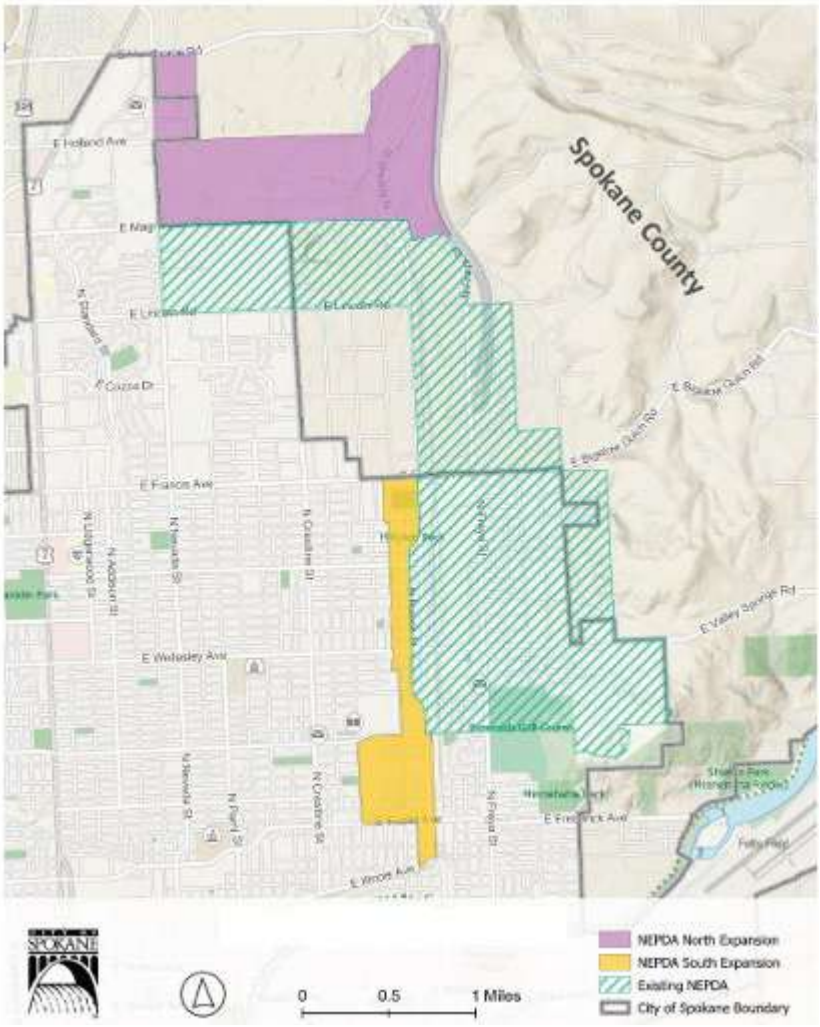


Figure 8.2. ***-*** *Current NEPDA Boundary*

Section 8.3.2
Other Funding and Financing Tools



There are several other financing districts enabled in the State of Washington that could be used to help with redevelopment and infrastructure funding in The Yard. Some of the potential districts including LIFT and LRF utilize TIF as their primary financing tools so are largely redundant to the TIF District established for NEPDA. The other available districts and programs that rely on other revenue streams are summarized below.

8.3.2.1 Local Improvement District (LID)

LIDs are special assessment districts that are formed by a city or county, with the approval of the property owners within the district. LIDs are not self-governing special purpose districts. LIDs are most often formed to assess the cost of site-specific improvements such as local streets or sidewalks. However, in some cases, a developer could establish a LID that would require future property owners to pay their share of local infrastructure improvements.

An additional beneficial function of LIDs is the ability to form a Utility Local Improvement District (ULID), which can be done during initial LID formation or after traditional LID formation (RCW 35.43.042-.043). In addition to the special assessment, ULIDs capture additional revenues from utility revenues within the district (i.e., tap fees, etc.). With a traditional LID, any utility revenues would be pledged to the local entity rather than the LID. This is particularly applicable in The Yard, where most improvements needed are utility improvements.

Over time, the implementation of a site-specific LID and/or ULID would allow the City to invest in targeted areas of the Yard to help bring sites closer to being “development ready.” This could include road and water service improvements for Freya Street between Wellesley Avenue and Rowan Avenue, road improvements for Myrtle Street between Wellesley Avenue and Rowan Avenue, road improvements for Florida Street between Wellesley Avenue and Rowan Avenue, and road and water service improvements for Rowan Avenue between Ferrall Street and Havana Street.

8.3.2.2 Public Utility District (PUD)

A PUD is a special improvement district established for purposes of funding utility improvements, including water, wastewater and storm drainage. Improvements can be funded through general obligation or revenue bonds using property tax or special assessments. A district can be established by a county or by voter petition, which then transfers governance to the PUD.

A PUD may be an appropriate district for distributing a portion of the costs of a regional stormwater facility, especially given its significant cost in relation to other infrastructure projects that are planned in the Yard. In addition, a LID could be formed within the PUD to help fund site-specific costs through special assessment bonds. One challenge of forming a PUD in the Yard would be its requirement to be established through voter petition.

8.3.2.3 Local Infrastructure Financing Tool (LIFT)

The LIFT program was established by the state in 2006 to provide financial support for local infrastructure projects in designated areas called Revenue Development Areas (RDAs). Economic activity within the RDA is expected to generate tax revenue that meets or exceeds the state’s contribution. Cities receive their contribution from the state by imposing a local sales and use tax (LIFT) that is credited against the state sales tax. One benefit of the program is that consumers do not see an increase in sales tax.

The LIFT program could be established in a broadly defined area in-and-around the Yard to help capture additional revenue. While the Yard itself does not generate a lot of revenue

from sales tax, its surrounding retail uses could help provide additional revenue. In addition, any use tax collected by the state during the development of the Yard could also be captured as a one-time revenue source. One challenge of establishing an RDA for the LIFT program would be the expectation that the total sales and use tax revenue generating economic activity within the Yard either meets or exceeds that of the state's contribution.

8.3.3: Grants and Other State Programs

The Spokane area has been successful obtaining a few state and federal grants including two BUILD (Better Utilizing Investments to Leverage Development) grants for road and multimodal improvements near Spokane International Airport. These two grants total $34.1 million and were issued in 2019 ($11.3 million) and 2023 ($22.8 million). Grants are competitive and one-time revenue sources, but they can be an important source of capital funding and can be a way to accelerate the development of needed projects in the CIP. The following grant and state programs should be pursued as qualified projects are identified.

8.3.3.1 BUILD Grant Program

BUILD grants are federal grants issued by the U.S. Department of Transportation (US DOT) for surface transportation infrastructure projects with significant local and/or regional impact. Eligible projects include highway and bridge projects, public transportation projects, railway projects, freight and intermodal projects, multimodal transportation projects, and port infrastructure improvements.

Projects submitted to the US DOT are evaluated based on if the project can improve public safety, promote environmental sustainability, enhance quality of life, promote economic growth, encourage collaboration, replace or rehabilitate aging infrastructure, utilize innovative technology, and support underserved communities. A few projects in the Yard that may be good candidates for a BUILD grant including improvements to major thoroughfares in the area including Wellesley Avenue, Freya Street, and Francis Avenue. Many of the local road projects, such as improvements to Rowan Avenue, would likely be too small in scale to be considered for a BUILD grant.

8.3.3.2 Community Economic Revitalization Board (CERB)

The CERB finances public infrastructure through loans and grants to support private business development. Currently, there are four programs the CERB administers: the Committed Private Partner Program (CPP), the Planning Program (PP), the Prospective Development Program (PD), and the Rural Broadband Program (RB). The PP and RB program only serve rural communities.

Section 8.4 Tax Revenue Forecasts

The Plan created a cash flow model used to estimate annual projected revenue and expenses, taxes, and other revenue sources over time to help support the cost of new capital infrastructure improvements in Phase 1. This section summarizes this work – detail can be found in **Appendix K**.

8.4.1: Pro Forma Cash Flow Model

A pro forma cash flow model was created to analyze Phase 1 revenues and expenses over a 30-year period. The project's financial returns are evaluated on both a levered and unlevered basis to estimate the funding gap. A third scenario evaluates the removal of stormwater costs altogether as they as the most expensive and serve a larger area-wide function.

8.4.1.1 Revenues

The model considers existing and future revenues due to the NEPDA. These include property tax TIF, local sales tax TIF, New Construction Sales Tax (NCST), and NEPDA's existing TIF revenues. Additional sources, such as grants, are considered but have not been included in this version of the model. Future versions of the model could be modified to include additional revenue sources. It

should be noted that all revenue sources currently projected will come through NEPDA, a levered scenario.

Using a 2 percent inflationary factor, both property tax TIF and sales tax TIF are projected out 30 years. It is important to note that this model does not consider any additional increment collected outside of the subject area. Based on this projection, over a 30-year period NEPDA's existing property tax TIF revenues will total $19.48 million and NEPDA's existing sales tax TIF revenues will total $6.21 million. 2024 is used as the base year in this model.

8.4.1.2 Expenses

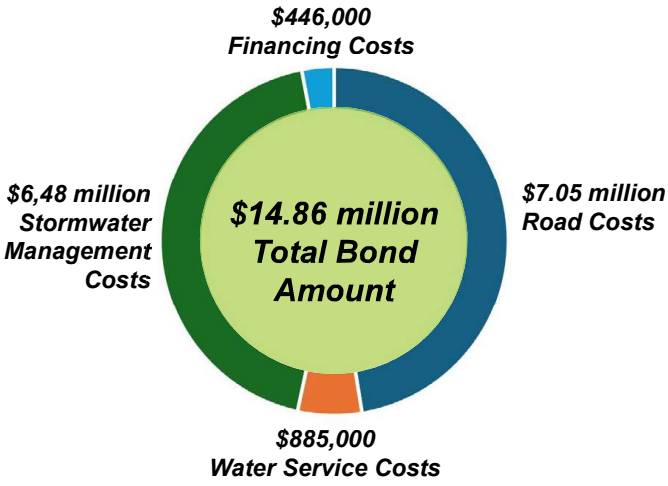
Expenses listed in the model include the three road projects, three water projects, and a new regional facility for stormwater management, as identified earlier in this chapter, and NEPDA's annual operating costs. The costs for each of the road and water projects are inflated 2 percent year-over-year and split in the following manner: 50 percent of total cost in 2027, 25 percent of total cost in 2028, and 25 percent of total cost in 2029.

On top of necessary capital investments in Phase 1, NEPDA would need to continue to account for its day-to-day operations. In 2024, NEPDA's operating costs were $504,575. Over a thirty-year period, this totals $21.4 million. To account for this in the model, this cost is inflated annually at 2 percent. Any significant changes to the operating budget could be accounted for, if necessary.

8.4.1.3 Funding Gap

Leveraged Scenario: In the base unlevered development scenario (not including bond financing), the net operating income (NOI) over a thirty-year period is $3.69 million. This assumes that all current NEPDA revenues, in addition to new revenues, would be contributed to the capital investments in Phase 1. If only accounting for new revenues, the NOI drops to negative $25.45 million. In addition, NOI is significantly impacted in Years 3-5 and would realistically not be funded without the use of bond financing.

Realistic Leveraged Scenario: The most realistic financing scenario would be to issue **TIF revenue bonds** to finance the costs of investing in the necessary capital infrastructure. This would result in all the necessary infrastructure project costs and associated financing costs being paid for up front by a bond. The total bond amount needed to cover these costs would be $14.86 million. This includes $7.05 million in road costs, $885,000 in water service costs, $6.48 million in stormwater management costs, and $446,000 in financing costs. The assumed terms of the bond include a 30-year term with a 7 percent interest rate.



Under this levered scenario, from 2024 to 2054, NEPDA Operating Costs are projected to total $21.38 million. Meanwhile, total revenues are projected to total $39.48 million, resulting in a NOI of $18.1 million. Bond Debt Service Payments would total $35.59 million. This results in an overall Debt Service Coverage Ratio (DSCR) of 0.51, which indicates that not enough revenue would be generated to cover the debt obligations. To achieve a DSCR of 1.25, an additional $26.38 million in funding sources would be needed.

If the stormwater management project, the largest upfront cost at $6.5 million, were to be removed from the model, the Bond Debt Service payments would total $20.05 million, as shown in **Table 8.4**, a significant reduction from $35.59 million. While revenues would still not fully account for the cost of debt (DSCR of 0.90), the funding gap is significantly reduced. To achieve a DSCR of 1.25, an additional $6.96 million in funding sources would be needed.

Description	Total	2024 Year 0	2025 Year 1	2026 Year 2	2027 Year 3	2028 Year 4	2029 Year 5	2030 Year 6
Operating Costs								
NEPDA Operating Costs	-$21,383,617	-$504,575	-$514,667	-$524,960	-$535,459	-$546,168	-$557,092	-$568,234
Total Costs	**-$21,383,617**	**-$504,575**	**-$514,667**	**-$524,960**	**-$535,459**	**-$546,168**	**-$557,092**	**-$568,234**
Revenues								
Northeast Public Development Authority (NEPDA)								
NEPDA Existing Property Tax Increment	$19,479,879	$459,654	$468,847	$478,224	$487,789	$497,544	$507,495	$517,645
NEPDA Existing Sales Tax Increment	$6,210,251	$146,539	$149,470	$152,459	$155,509	$158,619	$161,791	$165,027
NEPDA New Property Tax Increment	$9,006,136	$0	$0	$0	$85,749	$146,463	$153,333	$159,304
NEPDA New Sales Tax Increment	$0	$0	$0	$0	$0	$0	$0	$0
NEPDA New Construction Sales Tax, County	$3,447,677	$0	$0	$0	$617,171	$836,087	$311,454	$39,811
NEPDA New Construction Sales Tax, City	$1,339,424	$0	$0	$0	$239,771	$324,820	$121,000	$15,467
Subtotal	**$39,483,367**	**$606,193**	**$618,317**	**$630,683**	**$1,585,989**	**$1,963,534**	**$1,255,074**	**$897,254**
Grants								
[fill]	$0	$0	$0	$0	$0	$0	$0	$0
Subtotal	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Total Revenues	**$39,483,367**	**$606,193**	**$618,317**	**$630,683**	**$1,585,989**	**$1,963,534**	**$1,255,074**	**$897,254**
Leveraged Project Cash Flows								
Net Operating Income (NOI)	$18,099,750	$101,618	$103,650	$105,723	$1,050,529	$1,417,365	$697,982	$329,021
Bond Debt Service Payments	-$20,051,747	$0	-$668,392	-$668,392	-$668,392	-$668,392	-$668,392	-$668,392
Debt Service Coverage Ratio	0.90	--	0.16	0.16	1.57	2.12	1.04	0.49
Net Present Value (NPV) (2025)	**-$714,827**	**$101,618**	**-$527,796**	**-$491,456**	**$311,938**	**$571,388**	**$21,097**	**-$226,137**
DSCR Goal	1.25							
Bond Debt Service Payments	$20,051,747							
Total Funding Needed	**$25,064,683**							
Current NOI	$18,099,750							
Funding Gap	**$6,964,933**							

Source: Economic & Planning Systems

Table 8.4 *- Levered Pro Forma without Stormwater, 2024 to 2054*

SECTION 8.5
Summary

The Phase 1 Financial Model is a work in progress. The scenarios tested demonstrate that a financing plan based on using the existing NEPDA sources of TIF revenues have the potential to cover a substantial portion of the infrastructure needed to develop the catalyst sites in The Yard. Nevertheless, there is still a funding shortage regardless of the scenarios presented. The City and NEPDA will need to identify one or more additional funding sources, and/or evaluate an even smaller initial phase of development that further reduces upfront infrastructure investments. The financial pro forma model developed herein can be used to test other scenarios and/or variations in financing approach. It can also be used to incorporate other revenue sources including any grants that the City may ultimately receive.

Overall, in spite of the strategies applied, the project continues to have a funding gap, though the alternative without stormwater is the closest to being financially feasible. This is indicative of the lack of additional funding sources for capital improvement projects. To fund some of these projects, and in particular to fund the stormwater management system, additional funding from other local, state and federal sources will be necessary.



Chapter 9

Implementation

SECTION 9.1
Introduction

This chapter consolidates all of the goals and actions from previous chapters, organized by category, and prioritizes them for implementation. These are categorized with targeted timelines that are short-term (complete within the next two years), mid-term (complete within two to five years), or long-term (complete in five or more years).

Section 9.1
Implementation Tables

NOTE: Implementation actions from the Urban Framework Plan are located in **Appendix K** and implementation actions that are directly associated with Capital Improvements Planning are located in **Appendix L**.

TABLE 9.1 IMPLEMENTATION TABLE										
ID	Initiative Name	Plan Area	Category	Description	Involved Parties	Priority	Timeframe	Estimated Cost	Potential Funding Sources	Status
Land Use and Urban Design Strategies (Chapter 3)										
L.1*	**Future Land Use**	Hillyard Study Area	Comp Plan	Update Future Land Use Plan to reflect the preferred land use concept in the Subarea Plan	City of Spokane – Community and Economic Development Department	High	Short Term			
L.2*	**Mixed Use**	Hillyard Study Area	Comp Plan	Create a new family of mixed-use zones for centers and corridors, as recommended in the Corridors and Centers study.	City of Spokane – Community and Economic Development Department	High	Short Term On-going			On-going
L.3*	**Walkability Changes**	Hillyard Study Area	Zoning	Consider modifying block size, frontage, and connectivity requirements to achieve a more walkable environment.	City of Spokane – Community and Economic Development Department	High	Short Term			
L.4*	**Design Standards**	Hillyard Study Area	Zoning	Create design standards for the public realm outside of the zoning ordinance to guide public investments during street projects.	City of Spokane – Community and Economic Development Department	High	Mid Term			
L.5*	**CPTED**	Hillyard Study Area	Zoning	Explore implementation of Crime Prevention Through Environmental Design principles.	City of Spokane – Police Department – Neighborhoods, Housing, and Human Services	High	Mid Term			
L.6*	**ROW Vacation**	Hillyard Study Area	Zoning	Create evaluation criteria for when a right-of-way could be vacated and formalize a process for bulk vacations.	City of Spokane – Community and Economic Development Department; – Public Works Department – NEPDA	High	Mid Term On-going			On-going

* High Priority

TABLE 9.1 IMPLEMENTATION TABLE										
ID	Initiative Name	Plan Area	Category	Description	Involved Parties	Priority	Timeframe	Estimated Cost	Potential Funding Sources	Status
Capital Improvements Plan										
L.7	**Facade Improvements**	Hillyard Study Area	Programs	Build on existing, or previously existing, façade improvement programs for existing businesses.	City of Spokane – Community and Economic Development Department; business owners – NEPDA		Mid Term On-going			On-going
L.8	**Code Enforcement**	Hillyard Study Area	Programs	Collaborate with Code Enforcement and others to resolve property maintenance concerns.	City of Spokane – Community and Economic Development Department; business owners		On-going			
L.9	**Facade Improvement Incentives**	Hillyard Business District	Programs	Establish a program that incentivizes property owners to improve their site and exterior building facades.	City of Spokane – Community and Economic Development Department; – NEPDA		Short Term On-going			On-going
L.10	**Activity Centers**	Hillyard Business District	Programs	Designate areas within the Hillyard Business District prime for redevelopment as activity centers	City of Spokane – Community and Economic Development Department; – NEPDA		Short Term			
L.11	**Performance-based Zoning**	Hillyard Study Area	Zoning	Consider performance-based zoning standards including criteria for when they are triggered, to ensure impacts are addressed to maintain quality of life for neighborhood residents.	City of Spokane – Community and Economic Development Department – Engineering Department		Short Term			
L.12	**Mixed-Use Zoning**	Hillyard Business District	Zoning	Implement appropriate zoning that allows for a variety of employment, residential, and commercial uses including mobile vendors within the individual districts.	City of Spokane – Community and Economic Development Department		Short Term			

* High Priority

TABLE 9.1 IMPLEMENTATION TABLE										
ID	Initiative Name	Plan Area	Category	Description	Involved Parties	Priority	Timeframe	Estimated Cost	Potential Funding Sources	Status
Housing Strategies (Chapter 4)										
H.1	**Existing Resident Preference**	Hillyard Study Area	Housing	Consider policies or programs that allow preference for existing residents in applications for new affordable housing units.	City of Spokane – Community and Economic Development Department – Affordable housing partners – Neighborhood, – Housing, and Human Services (NHHS) Department		Short Term			
H.2	**Anti-Displacement**	Hillyard Study Area	Housing	Consider a series of anti-displacement metrics that can be monitored throughout the implementation of this plan.	City of Spokane – Community and Economic Development Department		Short Term			
H.3*	**BID**	Hillyard Business District	Housing	Explore the creation of a Hillyard Business Improvement District (BID), which would have the power to collect revenues and directly support initiatives which mitigate displacement of local businesses.	City of Spokane – Community and Economic Development Department – NEPDA	High	Short Term On-going			On-going
H.4	**Rental Assistance**	Hillyard Study Area	Housing	Create a rental assistance fund to minimize displacement impacts on the most economically vulnerable.	City of Spokane – Community and Economic Development Department; Neighborhoods, Housing, and Human Services		Mid Term			
H.5	**Land Bank**	Hillyard Study Area	Housing	Utilize the Spokane Land Bank to acquire land for affordable housing.	City of Spokane – Community and Economic Development Department; Neighborhoods, Housing, and Human Services		Mid Term			

* High Priority

TABLE 9.1 IMPLEMENTATION TABLE										
ID	Initiative Name	Plan Area	Category	Description	Involved Parties	Priority	Timeframe	Estimated Cost	Potential Funding Sources	Status
Housing Strategies (Chapter 4)										
H.6	**Design standards**	Hillyard Study Area	Housing	Amend design standards to reduce soft costs that can increase construction costs, with a focus on making supporting construction of more housing types.	City of Spokane – Community and Economic Development Department		Mid Term On-going			On-going
H.7	**Ground Floor Retail**	Hillyard Study Area	Housing	Consider reducing or eliminating requirements for ground floor retail in mixed-use developments in the Hillyard area, including in applicable corridor and center zoning districts.	City of Spokane – Community and Economic Development Department		Mid Term			
H.7	**Financial Incentives for Housing**	Hillyard Study Area	Housing	Identify possible financial incentives to the production of studio and one-bedroom units, the type identified as most needed in the Market Study.	City of Spokane – Community and Economic Development Department – NEPDA		Mid Term			
H.8	**Public-private partnerships**	Hillyard Study Area	Housing	Consider public-private partnerships with employers looking to add new employment opportunities to provide affordable housing to workers in Hillyard.	City of Spokane – Community and Economic Development Department – NEPDA		Mid Term			
Transportation and Mobility Strategies (Chapter 5)										
T.1*	**Infrastructure Prioritization**	Hillyard Study Area	Transportation and Mobility	Add criteria reflecting economic development potential, impact on existing community, and areas economic and social benefits to the City's infrastructure prioritization matrix	City of Spokane – Public Works Department	High	Short Term On-going			On-going
T.2*	**Market / Haven Decoupling**	Hillyard Business District	Transportation and Mobility	Take steps to effectuate a decoupling of Market and Haven Streets to create a functioning urban center that places priority on the pedestrian experience.	City of Spokane – Public Works Department	High	Short Term On-going			On-going

* High Priority

TABLE 9.1 IMPLEMENTATION TABLE										
ID	Initiative Name	Plan Area	Category	Description	Involved Parties	Priority	Timeframe	Estimated Cost	Potential Funding Sources	Status
Housing Strategies (Chapter 4)										
T.3*	**Equity and Accessibility**	Hillyard Study Area	Transportation and Mobility	**Equity and Accessibility for Growing Populations**: As new households and employees are added to the area, prioritize transportation improvements that enhance equity and accessibility for underserved Hillyard communities.	City of Spokane – Public Works Department	High	LongTerm			
T.4	**Roadway Infrastructure and Freight Mobility**	Hillyard Study Area	Transportation and Mobility	**Roadway Infrastructure and Freight Mobility**: Implement roadway design standards that are conducive to heavy freight vehicles for roads in the east Hillyard area.	City of Spokane – Public Works Department		Mid Term			
T.5	**Multimodal Transportation and Pedestrian Access**	Hillyard Study Area	Transportation and Mobility	**Multimodal Transportation and Pedestrian Access**: Develop new multi-modal corridors east of NCS to connect residential neighborhoods with the rest of the city such as: • **Transit Services for Employment Hubs**: New transit routes should be developed to connect residential areas with major employment hubs, industrial zones, and the downtown core • **Pedestrian and Bicycle Infrastructure Expansion**: Continue the trail and bike network expansion and address the current gaps in sidewalks and pedestrian amenities to connect residents to transit stops, employment centers, and parks.	City of Spokane – Public Works Department		LongTerm			

* High Priority

TABLE 9.1 IMPLEMENTATION TABLE										
ID	Initiative Name	Plan Area	Category	Description	Involved Parties	Priority	Timeframe	Estimated Cost	Potential Funding Sources	Status
Open Space (Chapter 10)										
O.1	**Aquatic Center Open Space**	The Yard	Open Space	**Aquatic Center Site**: Explore possibilities of vacating the ROW to expand and enlarge the existing open space area for additional recreational use (UFP P.3)	City of Spokane – Public Works Department – Aquatic Center		Mid Term			
O.2	**Children of the Sun Trailhead**	Hillyard Business District	Open Space	**Children of the Sun Trailhead**: Establish a formal trailhead for the Children of the Sun trail at the Wellesley Avenue intersection, featuring additional seating, shade structures, public art installations, and rental bikes/ scooters for public use. The trailhead would also serve as a welcoming gateway into the Hillyard area. (UFP P.4)	City of Spokane – Public Works Department – Parks and Recreation Department		Mid Term			

Appendices

Appendix A - Plan References and Resources

Appendix B – Current Zoning and Development Standards

Appendix C– Demographics & Housing Conditions Report

Appendix D – Property Inventory

Appendix E – Community Engagement Activities

Appendix F – Urban Framework Plan (UFP)

Appendix G – Hillyard Transportation Analysis and Recommendations

Appendix H – Utilities and Drainage Report

Appendix I – Market Study Report

Appendix J – Public Financing Strategy

Appendix K – UFP Planning Initiatives Table

Appendix L – Capital Improvements Table

Appendix A

Plan References and Resources

Appendix A – Plan References and Resources

The following subsections summarize each existing plan and resource that are referred to within the body of the document, their applicable goals/policies/determinations, and lists which sections of the report each are referenced within.

I.1 City of Spokane "Shaping Spokane" Comprehensive Plan

The most recent iteration of the City of Spokane's Comprehensive Plan, "Shaping Spokane," was adopted in 2017 and sets goals and policies that guide decisions and local actions relating to land use/urban design, housing, transportation, economic development, environmental protection, and capital projects. Furthermore, this plan contains the land use designations for properties within the municipal limits.

All development standards, capital investments, and other policy decisions must align with the Comprehensive Plan. The Comprehensive Plan is arranged as a series of Elements that focus on various aspects of the City and its long-range planning. Each element contains some degree of existing conditions analysis followed by goals and policies that guide future city decisions.

I.1.1 Comprehensive Plan Housing Goals and Policies

Table I.1.1.a summarizes the Comprehensive Plan's goals and policies that directly address housing needs; this data was used to inform *Chapter 7: The Housing Element* of this Report.

Table I.1.1.a – Comprehensive Plan Housing Goals/Policies

Goal	Policies
H 1: Housing Choice and Diversity. Provide opportunities for a variety of housing types that is safe and affordable for all income levels to meet the diverse housing needs of current and future residents.	**H 1.4: Use of Existing Infrastructure**. Direct new residential development into areas where community and human public services and facilities are available.
	H 1.7: Socioeconomic Integration. Promote socioeconomic integration throughout the city.
	H 1.8: Affordable Housing Requirement. Include a percentage of affordable housing within all new developments that include housing.
	H 1.9: Mixed-Income Housing. Encourage mixed-income developments throughout the city.
	H 1.10: Lower-Income Housing Development Initiatives. Support and assist the public and private sectors to develop lower-income or subsidized housing for households that cannot compete in the market for housing by using federal, state, and local aid.
	H 1.11: Access to Transportation. Encourage housing that provides easy access to public transit and other efficient modes of transportation.
	H 1.12: Affordable Housing Funding Sources. Support the development of affordable housing development funding sources.
	H 1.13: Siting of Subsidized Low-Income Housing. Set clear site selection criteria for publicly subsidized housing to minimize geographic concentrations of publicly subsidized housing projects in neighborhoods with a high percent of minority or low-income households.
	H 1.16: New Manufactured Housing. Permit manufactured homes on individual lots in all areas where residential uses are allowed.

Table I.1.1.a – Comprehensive Plan Housing Goals/Policies	
Goal	**Policies**
	H 1.17: Partnerships to Increase Housing Opportunities. Create partnerships with public and private lending institutions to find solutions that increase opportunities and reduce financial barriers for builders and consumers of affordable and lower-income housing.
	H 1.18: Distribution of Housing Options. Promote a wide range of housing types and housing diversity to meet the needs of the diverse population and ensure that this housing is available throughout the community for people of all income levels and special needs.
	H 1.19: Senior Housing. Encourage and support accessible design and housing strategies that provide seniors the opportunity to remain within their neighborhoods as their housing needs change.
	H 1.20: Accessory Dwelling Units. Allow one accessory dwelling unit as an ancillary use to single-family homes in all designated residential areas as an affordable housing option.
	H 1.21: Development of Single-Room Occupancy Housing. Allow development of single-room occupancy units in downtown Spokane and in other areas where high-density housing is permitted.
	H 1.22: Special Needs Housing. Encourage the retention, inclusion, and development of special needs and assisted living housing.
	H 1.23: Distribution of Special Needs Housing. Include units that are affordable for low-income special need families in all housing developments.
H 2: Housing Quality. Improve the overall quality of the City of Spokane's housing.	**H 2.1: Housing Rehabilitation**. Provide assistance for housing rehabilitation beyond housing maintenance code requirements if the assistance is supportive of general community development activity and is on a voluntary basis.
	H 2.2: Property Responsibility and Maintenance. Assist in and promote improved and increased public and private property maintenance and property responsibility throughout the city.
	H 2.3: Housing Preservation. Encourage preservation of viable housing.
	H 2.4: Linking Housing with Other Uses. Ensure that plans provide increased physical connection between housing, employment, transportation, recreation, daily-needs services, and educational uses.

I.1.2 Comprehensive Plan Transportation Goals and Policies

Table I.1.2.a summarizes the Comprehensive Plan's relevant transportation-related goals and policies; this data was used to inform *Chapter 8: The Transportation and Mobility Element* of this Report.

Table I.1.2.a – Comprehensive Plan Transportation Goals and Policies	
Goal	**Description/Supportive Actions**
TR Goal A: Promote a Sense of Place	Promote a sense of community and identity through the provision of context sensitive transportation choices and transportation design features, recognizing that both profoundly affect the way people interact and experience the city.

Table I.1.2.a – Comprehensive Plan Transportation Goals and Policies	
Goal	**Description/Supportive Actions**
TR Goal B: Provide Transportation Choices	Meet mobility needs by providing facilities for transportation options – including walking, bicycling, public transportation, private vehicles, and other choices.
TR Goal C: Accommodate Access to Daily Needs and Priority Destinations	Promote land use patterns and construct transportation facilities and other urban features that advance Spokane's quality of life.
TR Goal D: Promote Economic Opportunity	Implement projects that support and facilitate economic vitality and opportunity in support of the city's land use plan objectives.
TR Goal E: Respect Natural and Community Assets	Protect natural, community, and neighborhood assets to create and connect places where people live their daily lives in a safe and healthy environment.
TR Goal F: Enhance Public Health and Safety	Promote healthy communities by providing and maintaining a safe transportation system with viable active mode options that provides for the needs of all travelers, particularly the most vulnerable users.
TR Goal G: Maximize Public Benefits and Fiscal Responsibility with Integration	Design and maintain a fiscally efficient, environmentally responsible, and socially equitable transportation system that serves its users through coordinated planning and budgeting with other partners and utilities.
Policy	**Description/Supportive Actions**
TR 1 Transportation Network for All Users	Design the transportation system to provide a complete transportation network for all users, maximizing innovation, access, choice, and options throughout the four seasons.
TR 2 Transportation Supporting Land Use	Maintain an interconnected system of facilities that allows travel on multiple routes by multiple modes, balancing access, mobility and place-making functions with consideration and alignment with the existing and planned land use context of each corridor and major street segment.
TR 5 Active Transportation	Identify high-priority active transportation projects to carry on completion/upgrades to the active transportation network.
TR 6 Commercial Center Access	Improve multi-modal transportation options to and within designated district centers, neighborhood centers, employment centers, corridors, and downtown as the regional center.
TR 7 Neighborhood Access	Require developments to have open, accessible, internal multi-modal transportation connections to adjacent properties and streets on all sides.
TR 9 Promote Economic Opportunity	Focus on providing efficient and affordable multi-modal access to jobs, education, and workforce training to promote economic opportunity in the city's designated growth areas, develop "Great Streets" that enhance commerce and attract jobs.
TR 10 Transportation System Efficiency & Innovation	Develop and manage the transportation system to function as efficiently as possible while exploring innovative opportunities and technologies.
TR 11 Transit Operational Efficiency	Support efficient transit operations through street and transit stop designs on transit priority streets that comply with standards and include transit-supportive elements, such as shelters, lighting, and schedule information. Assist in implementing the STA Comprehensive Plan.

Table I.1.2.a – Comprehensive Plan Transportation Goals and Policies	
Goal	**Description/Supportive Actions**
TR 12 Prioritize & Integrate Investments	Prioritize investments based on the adopted goals and priorities outlined in the comprehensive plan.
TR 13 Infrastructure Design	Maintain and follow design guidelines (including national guidelines such as MUTCD, NACTO, AASHTO) reflecting best practices that provide for a connected infrastructure designed for our climate and potential emergency management needs and respecting the local context. Local context may guide signage and elements such as traffic calming, street furniture, bicycle parking, and community spaces. Accessibility guidelines and emergency management needs will be maintained.
TR 14 Traffic Calming	Use context-sensitive traffic calming measures in neighborhoods to maintain acceptable speeds, manage cut-through traffic, and improve neighborhood safety to reduce traffic impacts and improve quality of life.
TR 15 Activation	Build great streetscapes and activate public spaces in the right-of-way to promote economic vitality and a sense of place, with a focus on the designated Centers and Corridors identified in the Land Use chapter.
TR 17 Paving Existing Unpaved Streets	Identify and prioritize resources for paving existing dirt and gravel streets and alleyways to reduce air pollution and prioritize infill and economic development.
TR 20 Bicycle/Pedestrian Coordination	Coordinate bicycle and pedestrian planning to ensure that projects are developed to meet the safety and access needs of all users.
TR 21 Safe & Healthy Community Education & Promotion Campaigns	Promote healthy communities by providing a transportation system that protects and improves environmental quality and partner with other agencies to implement innovative and effective measures to improve safety that combine engineering, education, evaluation, and enforcement.
TR 23 Effective and Enhanced Public Outreach	Assess the effect of potential transportation projects on gathering places or destinations such as schools, community centers, businesses, neighborhoods, and other community bodies by consulting with stakeholders and leaders that represent them. These effects are to be mitigated as possible in collaboration with stakeholders.

I.1.3 Comprehensive Plan Utilities Goals and Policies

Table I.1.3.a contains the Comprehensive Plan's utilities goals and their associated policies that are especially pertinent to the Focus Area.

Table I.1.3.a – Comprehensive Plan Utilities Goals and Policies	
Goal/Policy	**Description/Supportive Actions**
CFU 1 Adequate Public Facilities and Services	Provide and maintain adequate public facilities and utility services and reliable funding in order to protect investment in existing facilities and ensure appropriate levels of service

Table I.1.3.a – Comprehensive Plan Utilities Goals and Policies	
Goal/Policy	**Description/Supportive Actions**
CFU 1.1 Level of Service	Adopt written level of service standards for each type of public facility or utility service and provide capital improvements to achieve and maintain such standards for existing and future development.
CFU 1.2 Operational Efficiency	Require the development of capital improvement projects that either improve the city's operational efficiency or reduce costs by increasing the capacity, use, and/or life expectancy of existing facilities.
CFU 1.3 Maintenance	Require the maintenance, rehabilitation, and renovation of existing capital facilities
CFU 1.4 Use of Existing Structures	Require the use and adaptive reuse of existing buildings before new community facilities are constructed.
CFU 1.6 Management Plans	Establish and maintain management plans for capital facilities whose level of service standards could be affected by future growth and development.
CFU 1.7 Funding	Identify and pursue all practical and equitable ways to fund the capital improvement projects necessary to serve existing and future development.
CFU 2 Concurrency	Ensure that those public facilities and services necessary to support development are adequate to serve the development and available when the service demands of development occur without decreasing current service levels below locally established minimum standards.
CFU 2.1 Available Public Facilities	Consider that the requirement for concurrent availability of public facilities and utility services is met when adequate services and facilities are in existence at the time the development is ready for occupancy and use, in the case of water, wastewater and solid waste, and at least a financial commitment is in place at the time of development approval to provide all other public services within six years.
CFU 2.3 Phasing of Services	Develop and implement a phasing schedule for the provision of services within the Urban Growth Area that is reflected in six-year capital improvement plans and strategically coordinates planned service levels with anticipated land use and development trends.
CFU 2.4 Impact Fees	Include impact fees as one possible mechanism to fund capital improvements, so new growth and development activity that has an impact upon public facilities pays a proportionate share of the cost of the relevant facilities.
CFU 3 Coordination	Promote contiguous, orderly development and provision of urban services through the regional coordination of land use and public services related to capital facilities and utilities.
CFU 3.1 Special Purpose Districts	Enter into agreements with special purpose districts within the adjacent Urban Growth Area (UGA) to address the provision of urban governmental services and public facilities.
CFU 3.2 Utility Installations	Facilitate the coordination of public and private utility activities by giving interested utilities timely notification of road projects that would afford them an opportunity for utility installation and maintenance.
CFU 3.3 Utilities Coordination	Work with adjacent planning jurisdictions and private utility providers to develop a process that ensures consistency between each jurisdiction's utilities element and

Table I.1.3.a – Comprehensive Plan Utilities Goals and Policies	
Goal/Policy	**Description/Supportive Actions**
	regional utility plans, as well as coordinated and timely siting of regional and countywide utility facilities.
CFU 3.5 Uniformity of Standards	Collaborate with Spokane County to ensure that the City of Spokane's engineering, land use and related level of service standards are applied throughout the adjacent Urban Growth Area (UGA).
CFU 4 Service Provision	Provide public services in a manner that facilitates efficient and effective delivery of services and meets current and future demand.
CFU 4.1 Compact Development	Promote compact areas of concentrated development in designated centers to facilitate economical and efficient provision of utilities, public facilities, and services.
CFU 4.3 Underground Utilities	Require new utility lines to be installed underground and encourage the conversion of existing overhead distribution lines to underground lines unless it is not physically feasible.
CFU 5: Environmental Concerns	Minimize impacts to the environment, public health, and safety through the timely and careful siting and use of capital facilities and utilities.
CFU 5.2 Water Conservation	Encourage public and private efforts to conserve water.
CFU 5.3 Stormwater	Implement a Stormwater Management Plan to reduce impacts from urban runoff.
CFU 5.4 Ground Water	Protect, preserve, and enhance ground water resources through proactive, aggressive measures
CFU 6 Multiple Objectives	Use capital facilities and utilities to support multiple interests and purposes.
CFU 6.1 Community Revitalization	Provide capital facilities and utility services strategically in order to encourage and support the development of Centers and Corridors, especially in deteriorated areas of the city.
CFU 6.2 Economic Development	Make capital improvements that stimulate employment opportunities, strengthen the city's tax base, and attract private investment to target areas.
CFU 6.3 Joint Use of Public Sites	Encourage the acquisition of sites for public and quasi-public purposes that are of sufficient size to meet current and future needs and allow for joint use.

I.1.4 Comprehensive Plan Parks and Recreation Goals and Policies

Chapter 12 – Parks and Recreation of the Comprehensive Plan provides policy directives that seek to sustain and enhance the inventory of parks and open spaces within Spokane's Urban Growth Area (UGA) boundaries.

Policies throughout the plan emphasize the need to protect and preserve areas for the public's use that fall under the following criteria:

- Contain wildlife habitat and/or distinct landforms such as rock structures
- Hold culturally significant or aesthetic value
- Serve as a buffer between two conflicting land uses

- Are near or can provide linkages to existing parks and/or open space
- Are located near or on riparian areas, flood plains, or wetlands
- Fall under the designation of a shoreline as outlined in Spokane's Shoreline Master Program, such as areas along the Spokane River and Latah Creek

The identification of areas that fall under any of these criteria will be further supported through community feedback with an emphasis on the perspective of indigenous residents. To encourage open space preservation on the residential level, one policy encourages the City to work with property owners and developers to preserve open space within and/or between developments. Furthermore, the Comprehensive Plan acknowledges the need to identify and establish corridors that connect parks and open space with each other, amenities, and public transit routes to ensure equal access amongst community members. To fulfill these policy initiatives, Chapter 12 – Parks and Recreation encourages the City to establish and annually update a six-year capital improvement program for the implementation of the *Parks, Recreation and Open Spaces Plan*.

Table I.1.4.a includes all goals and policies within Chapter 12 of the Comprehensive Plan that are relevant to consider in the undertaking of this subarea plan.

Table I.1.4.a – Comprehensive Plan Parks and Recreation Goals and Policies

Goal	Policies
Provide a park system that is an integral and vital part of the open space system and that takes advantage of the opportunities for passive and active recreation that a comprehensive open space system provides.	Amenities Within City Boundaries: Provide open space and park amenities that serve all residents, as determined by the level of service standards.
	Access to Open Space and Park Amenities: Provide for linkages and connectivity of open space and park amenities.
	Parks and Recreation Amenities: Continue to develop parks and recreation amenities that enhance the local economy.
	Park Funding: Consider all potential funding sources to maintain the adopted level of service for parks.
	Cultural and Historic Parks: Encourage the preservation of and showcase the cultural and historic character of the parks and the park system.
Work with other agencies to provide a convenient and pleasant open space related network for pedestrian and bicyclist circulation throughout the City of Spokane.	Trails and Linkages: Provide trails and linkages to parks in accordance with city adopted plans.
	Trail Corridor Development: Include landscaping, revegetation, and reforestation in trail corridor development where appropriate and desirable to provide a pleasant trail experience, compatible with adjacent uses.
Assure an indoor and outdoor recreation program, which provides well rounded recreational opportunities for citizens of all ages and abilities.	Recreation Opportunities: Assure an indoor and outdoor recreation program, which provides well rounded recreational opportunities for citizens of all ages and abilities.
	Private Partnerships: Create public-private partnerships and develop incentives for community-oriented programs that are responsive to needs and foster participant support of all ages and abilities.
	Indoor Recreational Facilities and Programs: Provide facilities and programs that afford the public the opportunity to participate in a broad range of indoor recreational activities.
	Outdoor Recreational Facilities: Provide facilities and programs that allow the public the opportunity to participate in a broad range of outdoor recreational activities.

Table I.1.4.a – Comprehensive Plan Parks and Recreation Goals and Policies	
Goal	**Policies**
Encourage and pursue a climate of cooperation between government agencies, non-profit organizations, and private business in providing open space, parks facilities, and recreational services that are beneficial for the public.	Duplication of Recreational Opportunities: Facilitate cooperation and communication among government agencies, nonprofit organizations, school districts, and private businesses to avoid duplication in providing recreational opportunities within the community.
	Cooperative Planning and Use of Recreational Facilities: Conduct cooperative planning and use of recreational facilities with public and private groups in the community.
	Joint Park and Open Space Planning: Ensure that parks, open space, and trails are planned and funded in coordination with Spokane County prior to allowing urban development within the city's Urban Growth Area (UGA), yet outside city limits.
Provide a parks and recreation system that is enjoyable, efficient, financially responsible, and a source of civic pride.	Quality of Service: Provide high quality service to the community in all parks and recreation programs, services, and facilities.
	Modern Management Practices: Employ state-of-the-art techniques in the park and recreation profession by providing staff training, labor-saving equipment, automatic systems, durable materials, effective facility design, and responsive leisure services.
	Standards and Policies: Maintain open communication and collaborative planning processes that help define service levels based on good management practices while providing quality service to the public.
	Volunteers: Encourage and recruit volunteers to serve on advisory boards for program and facility design, leadership in program offering, and community service labor.
	Public Participation: Ensure that decisions regarding the city's park and open space system encourage the full participation of Spokane's citizenry.

I.1.5 Comprehensive Plan Land Use Designation Description

The Comprehensive Plan describes the thirteen (13) land use designations that fall within the Focus Area as follows:

- **Center & Corridor Core (CC Core):** This designation allows commercial, office, and residential uses in designated Centers and Corridors. The type, intensity, and scale of uses allowed shall be consistent with the designated type of Center or Corridor. This Comprehensive Plan designation
- **Center & Corridor Transition (CC Transition):** These areas are intended to provide a transition of mixed uses (office, small retail, and multi-family residential) between the Center & Corridor Core designations and existing residential areas. Office and retail uses are required to have residential uses on the same site.
- **General Commercial:** The General Commercial designation includes a wide range of commercial uses. Everything from freestanding business sites or grouped businesses (shopping centers) to heavy commercial uses allowing outdoor sales and warehousing are allowed in this designation. Higher density residential use is also allowed. Commercial designated land is usually located at the intersection of or in strips along principal arterial streets. In locations where this designation is near residential areas, zoning categories

should be implemented that limit the range of uses that may have detrimental impacts on the residential area. Existing commercial strips are contained at their current boundaries with no further expansion allowed.

- **Neighborhood Retail:** The Neighborhood Retail designation recognizes the existence of small neighborhood-serving businesses in locations that are not larger than two acres and that lie outside designated centers and corridors. These locations are usually found along arterial streets, typically at the intersection of two arterials. In neighborhoods that are not served by a center or corridor, existing neighborhood businesses provide nearby residents access to goods and services.

  To encourage the creation of mixed-use environments that attract growth in centers, no new neighborhood retail locations should be designated outside of a Center. Further, business expansion at existing locations should be contained within the boundaries occupied by the existing designation. Business infill within these boundaries is also allowed.

  Businesses that are neighborhood-serving and pedestrian-oriented are encouraged in Neighborhood Retail locations. Buildings should be oriented to the street and provide convenient and easily identifiable side-walk entries to encourage pedestrian access. Parking lots should not dominate the frontage and should be located behind or on the side of buildings. Drive-through facilities, including gas stations and similar auto-oriented uses tend to provide services to people who live outside the surrounding neighborhood and should be allowed only along principal arterials. Residential uses should be permitted in these areas. Residences may be in the form of single-family homes on individual lots, upper-floor apartments above business establishments, or other higher density residential uses.

- **Neighborhood Mini Center:** This designation allows the same uses as Neighborhood Retail. Higher density residential use is encouraged in these areas. The Neighborhood Mini-Center designation recognizes the existence of small neighborhood-serving businesses in locations that are two to five acres in size that lie outside Centers and Corridors designated on the Land Use Plan Map. Similar to Neighborhood Retail, the Neighborhood Mini-Center designation consists of small, freestanding businesses usually sited at the intersection of or along arterial streets. Another characteristic of this designation is the greatly restricted potential for redevelopment of the surrounding area to support a full neighborhood center. Consequently, the Mini-Center designation limits mixed-use development to the boundaries of the existing Mini-Center designation.

  Mini-Center locations are encouraged to become small, mixed-use centers with residential use as a major component. Residential use adds market demand for neighborhood business and enables enhanced transit service to these locations. Shared-use parking arrangements are encouraged to increase the development intensity of the site for both residential and commercial uses.

  This designation allows the same uses as the Neighborhood Retail designation. No new drive-through facilities, including gas stations and similar auto-oriented uses, should be allowed except along principal arterial streets. Buildings should be oriented to the street to encourage walking by providing easy pedestrian connections. Parking lots should not dominate the frontage and should be located behind or on the side of buildings.

- **Office:** The Office designation usually indicates freestanding small office sites and larger sites with two or more buildings located along arterial streets or intersections for as a buffer adjacent to residential areas. Higher intensity office areas should be located around downtown Spokane.
- **Residential 15+ (Residential High):** This designation allows higher density residential use at a density of 15 or more units per acre or more.
- **Residential 15-30 (Residential Moderate):** This designation allows higher density residential use at a density of 15 to 30 units per acre.
- **Residential 10-20 (Residential Plus):** This designation allows single-family residences or two-family residences on individual lots or attached (zero-lot line) single-family residences. The allowed density is a minimum of 10 and a maximum of 20 units per acre. Allowed structure types are single-family residences or two-family residences on individual lots or attached (zero-lot line) single-family residences. Other residential structure types may be permitted through approval of a Planned Unit Development or other process identified in the development regulations.
- **Residential 4-10 (Residential Low):** This designation allows single-family residences, and attached (zero-lot line) single-family residences. The allowed density is a minimum of four units and a maximum of ten units per acre. Allowed structure types are single-family residences, attached (zero-lot line) single-family residences, or two-family residences in appropriate areas. Other residential structure types may be permitted through approval of a Planned Unit Development or other process identified in the development regulations.
- **Open Space:** This designation includes major publicly or privately owned open space areas, such as golf courses, major parks and open space areas, and cemeteries. These areas usually have facilities for active and passive recreation and include paved and unpaved roads, parking lots, hard surface trails, and buildings and facilities that support activities occurring in the Open Space area.
- **Heavy Industrial (HI):** This designation is intended to accommodate heavier industrial uses at locations where there is no interaction with residential uses.
- **Light Industrial (LI):** This designation is intended for those lighter industrial uses, which produce little noise, odor, or smoke. River-oriented residential use is permitted in the Light Industrial designation.

I.2 Spokane Municipal Code Title 17

The Spokane Municipal Code Title 17 establishes standards for the design, materials, methods of construction, location and use of buildings and other improvements to land. Furthermore, this title establishes the procedures for the approval, inspection, and enforcement of those standards. The information displayed in the following subsections was used to inform *Chapter 6: The Land Use and Urban Design Element* of this Report.

I.2.1 Zoning District and Overlay Zone Descriptions

Table I.2.1.a summarize the various zoning districts and overlay zones that occur in the Focus Area as prescribed by Spokane Municipal Code Title 17.

Properties that are within an overlay zone are subject to additional requirements along with those imposed by their zoning district.

Table I.2.1.a – Zoning Districts and Overlay Zones in the Study Area

Zoning District/Overlay Zone	*Description / Purpose*
CC1-DC: Pedestrian Emphasis / Auto Accommodating	The Type 1 Center and Corridor (CC) zone promotes the greatest pedestrian orientation of the CC zones by placing some limitations on auto-oriented activities the allowable size of some uses. ***The DC abbreviations indicates the zone/area is within a designated District Center pursuant to the City's Comprehensive Plan Land Use Map.*
CC2-DC: Pedestrian Enhanced / Auto Accommodating	The Type 2 CC zone promotes new development and redevelopment that is pedestrian oriented while accommodating the automobile. Development incentives allow a higher floor area ratio in exchange for the provision of greater public amenities. ***The DC abbreviations indicates the zone/area is within a designated District Center pursuant to the City's Comprehensive Plan Land Use Map.*
CC4-DC: Mixed Use Transition Zone	The Type 4 CC zone provides a transition of mixed uses (office, small retail and multi-family residential) between the core of the center or corridor and existing or designated residential areas. Residential uses are required to be mixed on the same parcel as proposed office and retail uses. ***The DC abbreviations indicates the zone/area is within a designated District Center pursuant to the City's Comprehensive Plan Land Use Map.*
HI: Heavy Industrial	The heavy industrial (HI) zone is intended primarily for high impact industrial uses while allowing office and limited commercial uses which are harmonious with industrial uses. Commercial uses are limited in size to ensure that they do not dominate the character of the industrial area or adversely affect the intended industrial use of the area.
LI: Light Industrial	The light industrial (LI) zone is intended to provide a wide range of employment opportunities without potential conflicts from interspersed residential uses. A full range of industrial, commercial and office use is allowed. Commercial uses are limited in size to ensure that they do not dominate the character of the industrial area or adversely affect the intended industrial use of the area.
NR: Neighborhood Retail	Businesses that are neighborhood serving and pedestrian-oriented are encouraged in neighborhood retail locations. Drive-through facilities, including gas stations and similar auto-oriented uses are subject to limitations to reduce the impact of these activities on nearby residential uses.
0: Office	The office (O) zone is used on small sites in or near residential areas or between residential and commercial areas. It is intended to be a low intensity office zone that allows for small-scale offices in or adjacent to residential neighborhoods. Development is intended to be of a scale and character similar to nearby residential development to promote compatibility with the surrounding area.
RHD: Residential High Density	The RHD is a high-density residential zone; allowed housing developments are characterized by high amount of building coverage. The major types of new housing development will be attached and detached single-family residential, duplexes, medium and high-rise apartments, and condominiums (often with allowed accessory uses).

Table I.2.1.a – Zoning Districts and Overlay Zones in the Study Area	
Zoning District/Overlay Zone	***Description / Purpose***
RMF: Residential Multifamily	The RMF is a medium-density residential zone; housing is characterized by one to four story structures. The major types of development will include attached and detached single-family residential, condominiums, apartments, duplexes, townhouses and row houses.
RSF: Residential Single-Family	The RSF zone is a low-density single-family residential zone, allowing a minimum of four and a maximum of ten dwelling units per acre. One- and two-story buildings characterize the allowed housing; new development will be attached and detached single-family residences. In appropriate areas, more compact development patterns are permitted.
RTF: Residential Two-Family	The RTF zone is a low-density residential zone which allows a minimum of ten and a maximum of twenty dwelling units per acre; housing is characterized by one and two-story buildings. The major type of new development will be duplexes, townhouses, row houses and attached and detached single-family residences. Cottage-style and pocket residential development are allowed.
Airfield Influence Areas: **ACZ-5 Traffic Pattern**	The purpose of the airfield overlay zones is to protect the Spokane International Airport and Felts Field by encouraging compatible land uses and densities, reducing hazards to lives and properties, and ensuring a safe and secure flying environment. The airfield overlay zones modify the density and land use standards of the underlying zoning districts.

I.2.2 Zoning District and Overlay Zone Development Standards

The zoning districts are categorized into four distinct zoning types: Center & Corridor, Commercial, Residential, and Industrial. Separate tables are provided for each zoning type categorization except for Commercial and Industrial which are combined under one table.

Tables I.2.2.a, I.2.2.b, and I.2.2.c describe the development standards in terms of lot configurations, density, setbacks, and building height (as applicable) for Center and Corridor, Residential, and Commercial and Industrial zoning types, respectively.

It should be noted that only the *district center or corridor* (DC) center type applies to each center and corridor zoning classification within the Focus Area; this specific application is denoted by "-DC" in the corridor zones heading of Table 6.3.2.1.a.

Table I.2.2.a – Center & Corridor Zoning Type Development Standards Summary			
	Corridor Zones		
Standard	***CC1-DC***	***CC2-DC***	***CC4-DC***
Site area minimum	*Unspecified*	*Unspecified*	*Unspecified*
Maximum impervious surface	*Unspecified*	*Unspecified*	*Unspecified*
Structure height maximum	55-ft	55-ft[1]	40-ft[1]
Front yard setback minimum	10-ft	10-ft	10-ft
Side yard setback minimum	*Unspecified*	*Unspecified*	*Unspecified*

Table I.2.2.a – Center & Corridor Zoning Type Development Standards Summary

	Corridor Zones		
Standard	***CC1-DC***	***CC2-DC***	***CC4-DC***
Rear yard setback minimum	*Unspecified*	*Unspecified*	*Unspecified*
Street lot line setback minimum	0-ft	0-ft[2]	0-ft[2]
Setback requirement where adjacent to RSF and RTF Zoned Lots	10-ft	10-ft	10-ft
Setback requirement where adjacent to Commercial and Industrial Zoned Lots	0-ft	0-ft	0-ft
Minimum floor area ratio (FAR)	0.5	0.5	0.5
Maximum FAR	None	None	None

TABLE NOTES

[1] Building height transition requirements apply when adjacent to RSF and RTF zoned lots. See Section 17C.122.100 for more details.

[2] When adjacent to RSF and RTF zoned lots, the street lot line setback minimum is the same as that of the adjacent residential zoning district for the first 60-ft from the zoning boundary except if the zoning boundary is with in the public right-of-way.

Table I.2.2.b – Residential Zoning Type Development Standards Summary

	Residential Zones			
Standard	***RSF***	***RTF***	***RMF***	***RHD***
Multi-Dwelling Structures or Development				
Minimum lot area	None	None	2,900 sq. ft.	2,900 sq. ft.
Minimum lot width	None	None	25 ft	25 ft
Minimum lot depth	None	None	70 ft	70 ft
Minimum front lot line	None	None	25 ft	25 ft
Compact Lot Standards				
Minimum lot area	3,000 sq ft	None	None	None
Minimum lot width	36 ft	None	None	None
Minimum lot depth	80 ft	None	None	None
Minimum front lot line	30 ft	None	None	None
Attached Houses				
Minimum lot area	4,350 sq ft	1,600 sq ft	1,450 sq ft	None
Minimum lot width	40 ft	36 ft. or 16 ft. with alley parking and no street curb cut	Same	Same
Minimum lot depth	80 ft	50 ft	None	None
Minimum front lot line	40 ft	Same as lot width	Same as lot width	Same as lot width
Detached Houses				

Table I.2.2.b – Residential Zoning Type Development Standards Summary				
	Residential Zones			
Standard	***RSF***	***RTF***	***RMF***	***RHD***
Minimum lot area	4,350 sq ft	1,800 sq ft	1,800 sq ft	None
Minimum lot width	40 ft	36 ft	25 ft	25 ft
Minimum lot depth	80 ft	40 ft	25 ft	25 ft
Minimum front lot line	40 ft	30 ft	25 ft	25 ft
Duplexes				
Minimum lot area	None	4,200 sq ft	2,900 sq ft	None
Minimum lot width	None	25 ft	25 ft	25 ft
Minimum lot depth	None	40 ft	40 ft	25 ft
Minimum front lot line	None	25 ft	25 ft	25 ft
ALL STRUCTURES & LOTS				
Maximum roof height	35 ft	35 ft	35 ft	35 ft
Maximum wall height	25 ft	25 ft	None*	None
FAR	0.5*	0.5*	None	None
Front setback	15 ft	15 ft	15 ft	15 ft
Side Lot Line Setback – Lot width more than 40 ft.	5 ft	5 ft	5 ft	5 ft
Side Lot Line Setback – Lot width 40 ft. or less	3 ft	3 ft	3 ft	3 ft
Street Side Lot Line Setback*	5 ft	5 ft	5 ft	5 ft
Rear setback	25 ft	15 ft	10 ft	10 ft
Minimum Required Outdoor Area for attached and detached houses.*	250 sq. ft. 12 ft. x 12 ft.	250 sq. ft. 12 ft. x 12 ft.	200 sq. ft. 10 ft. x 10 ft.	48 sq. ft. 7 ft. x 7 ft.
ACCESSORY STRUCTURES				
Maximum roof height	20 ft	20 ft	35 ft	35 ft
Maximum wall height	15 ft	15 ft	35 ft	35 ft
Maximum coverage*	15%	15%	See primary structure	See primary structure
Maximum Coverage with Detached Accessory Dwelling Unit, Lots less than 5,500 sq. ft.*	20%	20%	See primary structure	See primary structure
Minimum front setback	20 ft	20 ft	20 ft	20 ft
Minimum Side Lot Line Setback – Lot width 40 ft. or wider*	5 ft	5 ft	5 ft	5 ft
Minimum Side Lot Line Setback – Lot width less than 40 ft.*	3 ft	3 ft	3 ft	3 ft

Table I.2.2.b – Residential Zoning Type Development Standards Summary				
	Residential Zones			
Standard	***RSF***	***RTF***	***RMF***	***RHD***
Minimum Street Side Lot Line*	20 ft	20 ft	20 ft	20 ft
Minimum rear setback*	5 ft	5 ft	5 ft	5 ft
Minimum rear setback with alley	0 ft	0 ft	0 ft	0 ft
TABLE NOTES *Additional requirements stipulated in corresponding code section by Zone and subcategory as applicable.				

Table I.2.2.c – Commercial and Industrial Zoning Types Development Standards Summary					
	Commercial & Industrial Zones				
Standard	***LI***	***HI***	***O***	***NR***	***GC***
Maximum FAR*	None	None	0.8	0.8	2.5
Maximum Height*	150 ft*	150 ft*	35 ft	35 ft	70 ft
Maximum Height Abutting R Zoned Lots	35 ft*	35 ft*	-	-	-
Minimum Setback from Street Lot Line*	0 ft	0 ft	0 ft	0 ft	0 ft
Minimum Setback from R-zoned Lots*	10 ft	10 ft	10 ft	10 ft	10 ft
Setback from Lot Line abutting an O, OR, NR, NMU, CB, GC, Downtown, CC or I-zoned Lot*	-	-	0 ft	0 ft	0 ft
Minimum front lot line	-	-	10 ft	10 ft	10 ft
Landscaping required	Yes	Yes	Yes	Yes	Yes
Parking required	Yes	Yes	Yes	Yes	Yes
Minimum density	None	None	None	None	None
Maximum density	None	None	30 units per acre	None	None

I.2.3 Zoning District and Overlay Zone Land Use Allowances

Tables I.2.3.a and I.2.3.b summarize the allowable land uses for the non-residential and residential zones, respectively. For brevity, these tables represent a consolidated list to include only those uses that are generally applicable to the Study Area (See the associated Code for a full list).

In most situations, applicants for a conditional use or special use permit must demonstrate compatibility with other properties/uses in the neighborhood.

Table I.2.3.a – Land Use Allowances (Non-Residential)

P = Permitted Use; CU = Conditional Use review required; L = Allowed, but with Special Limitations; A = Accessory Use; N = Not Permitted; - = Not specifically addressed

	City of Spokane Zones – Non-residential								
Land Use / Activity	***CC1***	***CC2***	***CC4***	***LI***	***HI***	***O***	***NR***	***GC***	***ACZ-5***
Residential Categories									
Group Living	P	P	P	L*	N	L/CU	L/CU	L/CU	L
Residential Household Living	P	P	P	L*	L*	P	P	P	L
Commercial Categories									
Commercial Outdoor Recreation	-	-	-	P	P	N	N	P	L
Commercial Parking	P	P	P	P	P	CU*	CU*	P	P
Drive-Through Facility	N	N	N	P	P	L*	L*	P	L
Eating & Drinking Establishments	P*	P*	N[1]	-	-	-	-	-	L
Entertainment, Museum & Cultural	P	P	N	-	-	-	-	-	L
Hotels, Bed & Breakfast	P	P	N	-	-	-	-	-	L
Major Event Entertainment	P	P	N	CU	CU	N	N	P	L
Mini-Storage Facilities	N	P	N	L*	L*	N	N	L*	P
Office	P	P	L*	P	P	P	P	P	L
Parking – Public Lot	P	P	N	-	-	-	-	-	P
Parking – Structured Parking	P	P	P	-	-	-	-	-	P
Retail Sales and Service	P*	P*	L*	L/CU*	L/CU*	N	P	P	L
Vehicles – Sales & Rental and Automotive Parts & Tires	N	P	N	-	-	-	-	-	P
Vehicles – Gasoline sales (less than 6 vehicles)	P	P	P	-	-	-	-	-	-
Vehicles – Vehicle Repair	N	P	N	P	P	N	L*	P	P
Industrial Categories									
High Impact Uses	N	N	N	L*	L*	N	N	N	L/CU
Manufacturing and Production	P*	P*	N	P	P	N	L*	L/CU*	L/CU
Railroad Yards	-	-	-	CU	P	N	N	N	L/CU
Wholesale Sales, Warehouse and Freight Movement	P*	P*	N	P	P	N	N	L/CU*	P
Waste-Related				CU	CU	N	N	N	P
Institutional Categories									
Basic Utilities	P	P	P	P	P	P	P	P	P
Schools, Colleges, and Religious Institutions	P	P	P	P	N	P	P	P	L
Community Service	P	P	P	P	P	P	P	P	L
Daycare	-	-	-	P	CU	P	P	P	L

Table I.2.3.a – Land Use Allowances (Non-Residential)

P = Permitted Use; CU = Conditional Use review required; L = Allowed, but with Special Limitations; A = Accessory Use; N = Not Permitted; - = Not specifically addressed

	City of Spokane Zones – Non-residential								
Land Use / Activity	***CC1***	***CC2***	***CC4***	***LI***	***HI***	***O***	***NR***	***GC***	***ACZ-5***
Medical Centers	-	-	-	P	N	P	P	P	L
Parks and Open Areas	P	P	P	P	CU	P	P	P	P
Other Categories									
Aviation and Surface Passenger Terminals	P	P	P	P	P	CU	CU	CU	P
Essential Public Facilities	P	P	P	CU	CU	CU	CU	CU	P
Rail Lines and Utility Corridors	P	P	P	P	P	CU	CU	CU	P

TABLE NOTES

*Additional requirements stipulated in corresponding code section by Zone and subcategory as applicable.
[1] Restaurants that do not sell alcohol are allowed in this zoning district but with special limitations

Table I.2.3.b – Land Use Allowances (Residential)

P = Permitted Use; CU = Conditional Use review required; L = Allowed, but with Special Limitations; A = Accessory Use; N = Not Permitted; - = Not specifically addressed

	City of Spokane Zones – Residential			
Land Use / Activity	***RSF***	***RTF***	***RMF***	***RHD***
Residential Categories				
Group Living	L/CU	L/CU	L/CU	L/CU
Residential Household Living	P	P	P	P
Commercial Categories				
Commercial Outdoor Recreation	CU	CU	CU	CU
Commercial Parking	N	N	N	N
Drive-Through Facility	N	N	N	N
Eating & Drinking Establishments	N	N	N	N
Entertainment, Museum & Cultural	-	-	-	-
Hotels, Bed & Breakfast	-	-	-	-
Major Event Entertainment	N	CU	CU	CU
Mini-Storage Facilities	N	N	N	N
Office	N	N	CU*	CU*
Parking – Public Lot				
Parking – Structured Parking	N	N	N	N
Retail Sales and Service	N	N	N	N

Table I.2.3.b – Land Use Allowances (Residential)				
P = Permitted Use; CU = Conditional Use review required; L = Allowed, but with Special Limitations; A = Accessory Use; N = Not Permitted; - = Not specifically addressed				
	City of Spokane Zones – Residential			
Land Use / Activity	***RSF***	***RTF***	***RMF***	***RHD***
Vehicles – Sales & Rental and Automotive Parts & Tires	N	N	N	N
Vehicles – Gasoline Sales	N	N	N	N
Vehicles - Vehicle Repair	N	N	N	N
Industrial Categories				
High Impact Uses	N	N	N	N
Manufacturing and Production	N	N	N	N
Railroad Yards	N	N	N	N
Waste-Related	N	N	N	N
Wholesale Sales, Warehouse and Freight Movement	N	N	N	N
Institutional Categories				
Basic Utilities	L	L	L	L
Colleges, Schools, and Religious Institutions	L/CU*	L/CU*	P	P
Community Service	L/CU*	C/CU*	P	P
Daycare	L	L	P	P
Medical Centers	CU	CU	CU	CU
Parks and Open Areas	P	P	P	P
Other Categories				
Aviation and Surface Passenger Terminals	N	N	N	N
Essential Public Facilities	CU	CU	CU	CU
Rail Lines and Utility Corridors	CU	CU	CU	CU
TABLE NOTES *Additional requirements stipulated in corresponding code section by Zone and subcategory as applicable.				

I.3 2017 The Yard Redevelopment Master Plan (YRMP)

The YRMP examines area conditions such as transportation, utility, and drainage deficiencies of the legacy industrial areas of Hillyard (i.e., the eastern portions of the Focus Area). The key focus of this plan is to support the area's evolution into a much more robust employment center for the region.

The YRMP was never formally adopted into the larger City policy framework, though many of its findings and recommendations are carried forward into this Subarea Plan.



Figure xx – The Yards Future Vision artist rendering

I.3.1 YRMP Long Range Redevelopment Strategies

The YRMP includes the *Future Vision (*as an artist illustration) depicting how the area could look when it is built out with future employment, commercial, and housing; this evokes the idea that the legacy industrial areas will transition into a much more robust mixed-use employment center. The YRMP focuses on industrial as the main land use with supportive commercial services, and work force housing. The YRMP identified several infrastructure projects to address prolonged service deficiencies and to serve future uses (those infrastructure projects are discussed in the Transportation and Utilities elements of this Subarea Plan).

As notable components, the YRMP designates five catalyst sites that are believed to possess near-term redevelopment potential for meaningful projects that would produce catalytic benefits to the area. These designated sites include the North Yard, the Former Rail Yard, the Ranch, the Wellesley Corridor, and Esmeralda (a new industrial subdivision); the YRMP outlines the potential land use activities for each of these sites.

Redevelopment Strategy – The YRMP paints a clear vision for how the area could evolve and thrive in the future. To implement this vision, the YRMP includes a multifaceted redevelopment strategy arranged into three main categories: (a) Planning and Policy, (b) Public Infrastructure Improvements, and (c) Marketing. The key Planning and Policy recommendations include adopting a Subarea Plan and making zoning/regulatory refinements. The key Public Infrastructure recommendations focus on roadway, utility line, and stormwater management improvements. The key Marketing recommendations focus on business promotion, providing development incentives, and conducting feasibility assessments for the catalyst sites. The YRMP strategy is carried forward (in part) through this Subarea Plan.

I.3.2 Studies Contributing to the 2017 YRMP

The City of Spokane and NEPDA commissioned multiple studies aimed evaluate certain aspects of the legacy industrial areas in the Focus Area. Those studies serve as the foundation for the YRMP (as they identified local need, opportunities, and/or service deficiencies) and are summarized in the Table I.3.2.a.

Table I.3.2.a – Studies Contributing to the YRMP

Study Name	Description
The YARD: Brownfield Redevelopment Opportunity Zone Assessment (Maul Foster Alondi 2014)	▪ Assesses the potential for a Redevelopment Opportunity Zone (ROZ) designation of the Yard ▪ Calculates the economic benefits of, the criteria required for, and the uses (e.g., funding and incentives) of a ROZ designation
The YARD: Market Conditions and Real Estates Opportunity Assessment (Heartland LLC 2014)	▪ Is a planning level assessment that evaluates potential redevelopment strategies for the Yard ▪ Documents existing land uses in the Yard and current industrial areas and industrial lease rates in the region as well as projects the market advantages of the NSC
Hillyard Infrastructure Assessment and Needs Analysis (Maul Foster Alondi 2015)	▪ Reviews the existing transportation, utility and drainage infrastructure in the Yard area ▪ Identifies service deficiencies and defines potential capital projects that would support current and future land uses which are carried forward in the YRMP
The YARD Heavy Freight User Analysis (ECONorthwest 2015)	▪ Analyzes the implications of future heavy freight users in the Yard area to better understand the needs for those businesses and determine the feasibility of potential infrastructure updates. ▪ Concludes that the NSC and improvements to Freya Street would be the optimal means to accommodate heavy freight users.
Stormwater Management Alternatives Study (Maul Foster Alondi 2020)	▪ Is a follow up to the recommendation from the YRMP to develop a regional stormwater management system ▪ Considers two alternative: 1) Regional Alternative –a single treatment and containment site serving the entire Yard Plan Area through a network of pipes, and 2) Clustered Alternative – a series of localized or "clustered" facilities serving smaller portions of the Yard independently of one another.
2020 Funding Strategies Plan for the Yard	▪ Matches potential state, federal and philanthropic fundings sources to capital projects identified in the 2017 Master Plan.

I.3.3 YRMP Recommended Transportation and Utility Improvements

The YRMP recommends several transportation and utility improvement projects for the eastern portions of the Focus Area with a geographical emphasis on the legacy industrial areas of the

community. These two kinds of improvements were grouped together because, from a construction standpoint, they can be done in tandem as utility infrastructure typically follows roadways. Table I.3.3.a. lists the recommended transportation and utility projects; the project number (denoted by the column titled "Proj. #") assigned to each project in Table I.3.3.a corresponds to those presented in Figures I.3.3.1 and I.3.3.2 found after the table.

Table I.3.3.a. Priority Transportation Improvements

Proj. #	Project Name	Description
	Regional Projects	
1	Freya Heavy Maintenance	Street maintenance including asphalt grind and overlay of street surface on Freya St. from Wellesley Ave. to Rowan Ave.
2	Sanitary Sewer Mitigation Project	ROW acquisition, installation of underground utilities, and reconstruction of street to bring Freya St. to industrial street standard.
3	Freya Reconstruction	ROW acquisition, installation of underground utilities, and reconstruction of street to bring Freya St. to industrial street standard.
4	Wellesley Phase I	Extension of the NE Lift Station sewer force main from N. Myrtle St. to a sanitary trunk line at Havana St., including patching and reconstruction of streets as necessary. Coordinated with reconstruction of Wellesley Ave as part of NSC interchange. This project is complete.
5	Wellesley Phase II	Replacement of existing water main at Wellesley Ave., from Rebecca St. to Florida St., acquisition of ROW to construct standard width minor arterial street, and reconstruction of streets as necessary to meet minor arterial street classification.
6	Regional Stormwater Facility	Evaluation of viability of centralized stormwater treatment facility to support future development. If viability is confirmed, project would include ROW acquisition, installation of conveyance utilities, and stormwater treatment facility.
	Local Projects	
7	Florida Phase I	ROW acquisition, installation of underground utilities, and widening and reconstruction of half of the street underlain by utilities on Florida St.; Will increase service to Wellesley Corridor and Ranch catalyst properties.
8	Florida Phase II (Wellesley to Francis)	ROW acquisition, installation of underground utilities, and widening and reconstruction of half of the street underlain by utilities on Florida St.; Will increase service to North Yard catalyst property. Pavement overlay from Wellesley to Francis completed in 2023.
9	NSC Utility Corridor	Type/Size/Location study for utility corridor and pedestrian crossing, across the NSC; Will require easement or ROW acquisition and water main connection from Freya to Market St. IN 2020-2021, a water line was installed along Rowan from east of Market to west of Freya and under NSC and BNSF along with the Rowan force main.
10	Rowan Phase I	Installation of water, sewer, stormwater underground utilities, and new road surface; Could include pedestrian improvements on one or both sides of the road.
11	Rowan Phase II	ROW acquisition and installation of potable water main extension to complete loop.
12	Freya Phase II	ROW acquisition, installation of underground utilities, and street reconstruction to bring Freya St. to industrial street classification; Includes replacement of potable water mains.
13	Rebecca / Julia Phase I	ROW acquisition, installation of underground utilities, and reconstruction of street to support multiple transportation modes on Rebecca / Julia from Francis to Columbia Aves.; Includes replacement of potable water line.

Table I.3.3.a. Priority Transportation Improvements		
Proj. #	**Project Name**	**Description**
14	Rebecca / Julia Phase II	ROW acquisition and full reconstruction of street to improve Freya to a multi-modal road classification; In addition, a study of siting and design options for a bus stop on this corridor.
15	Freya Phase III	ROW acquisition, installation of underground utilities, and full reconstruction of street to bring Freya to industrial street classification.
16	Infill Street Improvements	ROW acquisition and construction of local roads along Broad, Queen, Central, Dalke Avenues as well as Myrtle and Havana Streets.



Figure I.3.3.1: Local Projects - Priority Infrastructure Improvements



Figure I.3.3.2 – Regional Project: Priority Infrastructure Improvements

I.4 2010 Greater Hillyard North-East Planning Alliance Neighborhood (GHNEPA) Plan

The 2010 GHNEPA Plan assesses the existing conditions, defines area needs, and captures resident aspirations for the NE Spokane neighborhoods of Bemiss, Hillyard, and Whitman

I.4.1 Applicable Goals/Policies

The Plan provides a list of area improvements, safety enhancements, business development, educational opportunities, and City coordination organized by ten overarching strategies

Table I.4.1.a lists each of the strategies along with the applicable projects/initiatives as it relates to the Hillyard Focus Area.

Table I.4.1.a. GHNEPA Plan – Applicable Strategies and Objectives

Strategy	*Objectives*
Strategy 1: Improving Parks and Trails	**1.1:** Gatherings for strengthened sense of community. **1.3:** Improve parks and paths and increase their use. **1.4:** Use school buildings and grounds for events.
Strategy 2: Improved Housing & Commercial Buildings	**2.1:** Improve maintenance, upkeep, new improvements, and values of residences. **2.2:** Improve maintenance, upkeep, new improvements and to increase values of commercial structures in the GHNEPA area.
Strategy 3: Clean and Green GHNEPA Neighborhoods	**3.1**: Implement cleaning and greening projects and processes that are currently workable and important. **3.2**: Leverage the benefits to the community to achieve broader objectives by teaming with other community efforts to improve the community's appearance and health status.
Strategy 4: Public Safey	**4.2:** Create a crime-free environment. **4.5:** Enhance public health efforts in the area.
Strategy 5: Business and Job Development	**5.1:** Promote, develop, and recruit retail businesses in the GHNEPA area. **5.2:** Promote, develop, and recruit commercial/services businesses in the GHNEPA area. **5.2:** Promote, develop, and recruit industrial/manufacturing in the GHNEPA area, particularly in the East Hillyard industrial zone. **5.4:** Develop general mechanisms and programs that will support all three objectives above.
Strategy 6: Transportation and Infrastructure Improvement	**6.1:** Sidewalks, alleys, and roads – to establish priorities for intra-district transportation routes and funding for improvements when and where identified. **6.2:** Rail spur for industry – to secure the economic and community development advantages of rail service to the GHNEPA neighborhoods for both commercial shipping and personal transit needs. **6.3:** Streetcars/Light rail – to promote general transportation access to the Greater Hillyard area, its destination businesses, and its public services. **6.4:** Intra-city Transportation – to improve transportation and personal access for residents to local destinations and public services. **6.5:** Support an integrated network of paved pedestrian routes. **6.6:** Other aspects of transportation and infrastructure development – using the principles and organizations described above, the GHNEPA community should consider other aspects of neighborhood infrastructure improvement and development as appropriate to its future needs.
Strategy 7: Changing the Image	**7.1:** Give people the opportunity to discuss the image of Hillyard. **7.3:** Develop a skateboard day and competition **7.4:** Create a volksmarch

Table I.4.1.a. GHNEPA Plan – Applicable Strategies and Objectives	
Strategy	***Objectives***
	7.5: Erect signs in new garden areas **7.12:** Bring artwork into the area.
Strategy 8: Expanding Educational Opportunities	**8.1:** Support our students and schools (i.e., form and utilize local partnerships) **8.2:** Develop a community school program for all ages (i.e., use school as "mini community" centers and park/open space amenities) **8.3:** Expand technical and skills education (i.e., manufacturing/industrial training school, promote apprenticeship programs) **8.4:** Work to get a non-partisan school board member from Greater Hillyard.
Strategy 9:Extending Services and Church Involvement	**9.1:** Increase public information, outreach, and access (More use of church/places of worship membership to do community outreach). **9.2:** Expand youth services. **9.3:** Additional senior services. **9.4:** New Types of Services (i.e., community walks, enrichment programs, and day care services). **9.5:** More Church [/Places of Worship] Involvement (i.e., collaboration)
Strategy 10: More Efficient Community Organization	**10.1:** Create a leadership roundtable (i.e., regular meetings amongst the neighborhoods). **10.4:** Develop increased representation at all levels of government and other influential organizations.

I.5 2015 NEPDA Development Strategy and Brownfield Business Plan

The 2015 NEPDA Development Strategy and Brownfield Business Plan addresses land market challenges and coordinates impactful and efficient uses of the employment center in the heavy and light industrial uses based on past plans, regulations, analyses, and conditions assessments.

The plan identifies six (6) factors that influence the Yard's development strategy:

1. Marketing and business recruitment/expansion;
2. Environmental Remediation;
3. Land use planning and entitlements;
4. Infrastructure provision;
5. Development fees, taxation, and incentives;
6. Public services (public safety, code enforcement, etc.)

I.6 Spokane Housing Action Plan (HAP)

The City of Spokane adopted a Housing Action Plan (HAP) in July of 2021, which identifies actions the city can consider which will help increase housing options and create more homes for more people. The HAP's purpose is to consider actions that will promote greater housing diversity, affordability, and access to opportunity for residents of all income levels in Spokane.

I.6.1 HAP Goals and Strategies

All goals and strategies from the HAP informed *Chapter 7: The Housing Element* of this Report and are summarized in Table I.6.1.a.

Table I.6.1.a – Spokane Housing Action Plan Goals and Strategies	
Goal	**Strategy**
A. Increase housing supply, options, and affordability for all incomes.	A1. Explore and expand allowed housing types to encourage missing middle housing throughout Spokane's neighbourhoods.
	A2. Target efforts to increase the development of affordable housing throughout the City to support mixed-income neighborhoods.
	A3. Continue to streamline and simplify changes to the City's permit process, as necessary.
	A4. Leverage infrastructure and investment, including near high-performance transit stops, in Centers and Corridors, the downtown core, and other targeted areas to increase housing supply.
	A5. Revise Accessory Dwelling Unit standards to allow for additional flexibility.
	A6. Leverage public and partner-owned land for affordable housing, including a land bank.
B. Preserve existing housing affordability and quality to help people thrive where they live.	B1. Expand preventative and proactive code enforcement to help maintain safe and quality housing.
	B2. Align and leverage programs, funding, and resources to preserve the quality and livability of existing affordable housing.
	B3. Enhance protections and assistance for renters, particularly the most vulnerable.
	B4. Maintain and improve existing affordable rental housing.
	B5. Study the local short-term rental market to reduce impact on housing affordability, neighborhood identity, and displacement.
C. Enhance equitable access to housing and homeownership.	C1. Reduce barriers and expand access to housing and homeownership for lower income households, first-time homebuyers, people of color, and people with disabilities.
	C2. Address racial inequities and disparities in housing.
	C3. Preserve and stabilize the viability of existing homeownership for low-income homeowners.
D. Leverage and grow partnerships to support housing initiatives across the region.	D1. Support growth management planning which best meet the Comprehensive Plan's goals and policies.
	D2. Leverage partnerships within the health, education, parks, and transportation fields to support housing affordability, access to opportunity and quality of life.
	D3. Grow and expand use of both local and regional housing data and analysis.

I.7 Spokane Parks and Natural Lands Master Plan

The Spokane Parks and Natural Lands Master Plan is intended to guide the development and management of Spokane's parks and natural areas over the next decade. The plan aims to preserve and enhance the city's green spaces to ensure they meet the needs of current and future residents.

To be eligible for grant funding from Washington State's Recreation and Conservation Office (RCO), municipalities must adopt a parks system master plan and update it every 6 years. The Spokane Parks and Natural Lands Master Plan satisfies this RCO requirement and serves as a roadmap for enhancing existing parks, preserving and acquiring additional parkland and open space, and protecting natural bodies of water while promoting aquatic recreation access. As a means to achieve these goals, the Implementation Action Plan described in Chapter 7 outlines a framework for citywide decision making that can be utilized to prioritize and execute projects. The plan utilized technical studies and extensive public engagement to determine the goals, objectives, strategies,

and action items discussed in this plan. By establishing Equity Zones, the plan prioritizes project areas for investment based on history of investments, current conditions, and demographics.

Within the Subarea, the Hillyard Residential District and the Hillyard Business District were designated as the highest equity priority. As shown in Figure I.7.1, the Yard District is designated as a park gap area, indicating it has a high concentration of households more than a 10-minute walk from a park, and is classified as an opportunity area for new parks within the plan. The designations for these three districts within the subarea indicate a high probability of future investment and parkland development. Specifically, Wildhorse Park near the southeastern border of the Hillyard Business District is one of two parks within the City that is designated as the highest investment priority.

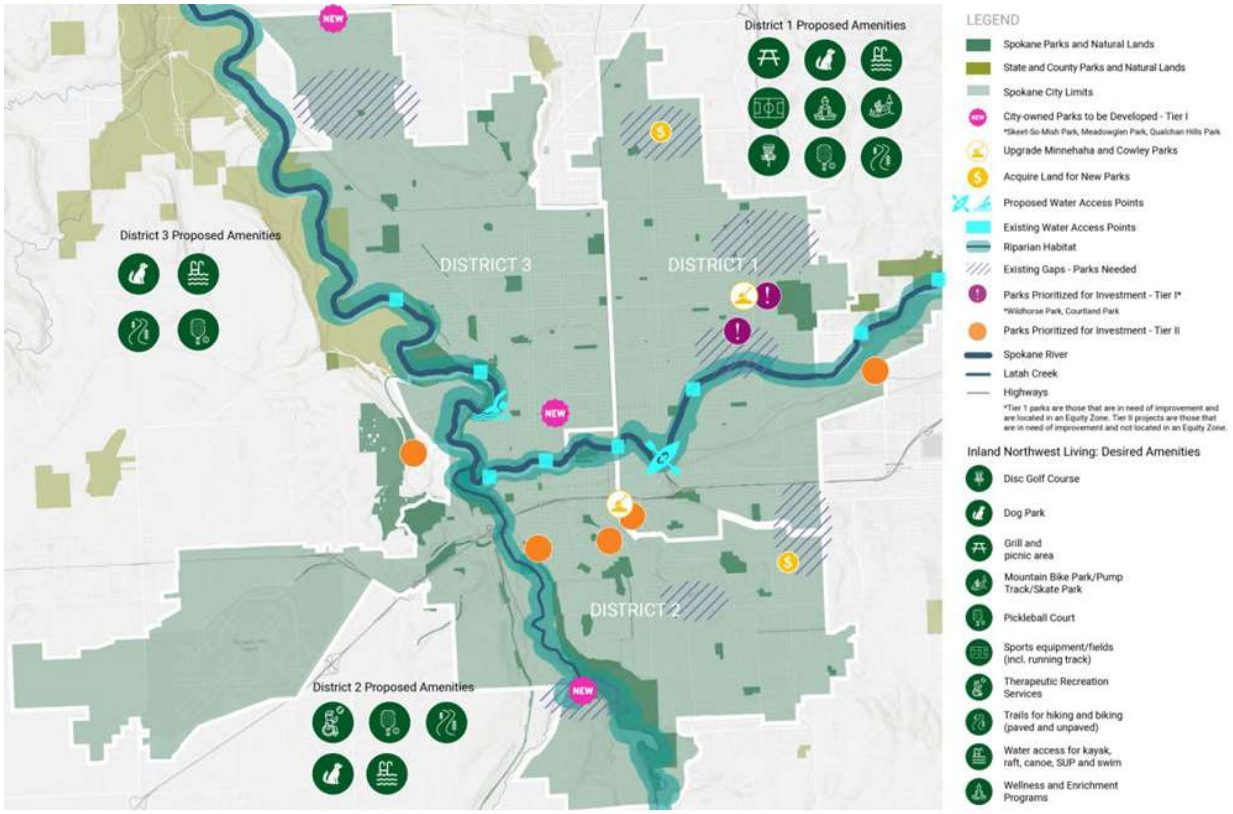


Figure I.7.1 – Parks and Open Space Vison Map

I.8 Bigelow Gulch Corridor Safety and Mobility Project

The Bigelow Gulch Corridor is an 8.2-mile rural road in Spokane County that connects the City of Spokane with the City of Spokane Valley. The corridor provides a vital connection for regional goods and agricultural and commercial freight movement and links key industrial areas, intermodal facilities, and commercial centers on the east side of the City of Spokane to industrial and business hubs in the City of Spokane Valley. At the west end of the corridor, the road connects to the North Spokane Corridor (US 2 and US 395), and at the east end of the corridor, the road intersects with State Route 290 (Trent Avenue) and I-90 via Sullivan Road. The *Bigelow Gulch Corridor Safety and Mobility Project* is an effort comprised of various roadway improvements to the Bigelow Gulch Corridor intended to provide alternate freight routes for the region. These improvements will generate significant benefits for rural communities along the corridor by:

- Improving access to jobs through greater connectivity to growing commercial and industrial employment centers at either end of the corridor;
- Improving travel times and travel time reliability for residents, freight, and commodities (such as agricultural freight regularly traveling through the area);
- Increasing the potential and attractiveness of inland port areas and intermodal facilities located at either end of the corridor;
- Improving safety for all roadway users by eliminating sub-standard roadway curves; and
- Encouraging mode shift for school trips at the east end of the corridor through the implementation of attractive and safe bicycle and pedestrian infrastructure

This corridor improvement project is also expected to generate additional traffic volumes in the Hillyard Focus Area which, in turn, could spur industrial and commercial development in the area. Figure I.8.1 depicts the key aspects of the corridor improvement project; it should be noted that the North Spokane Corridor project now extends further south (to Wellesley Ave.) than is depicted in the figure.

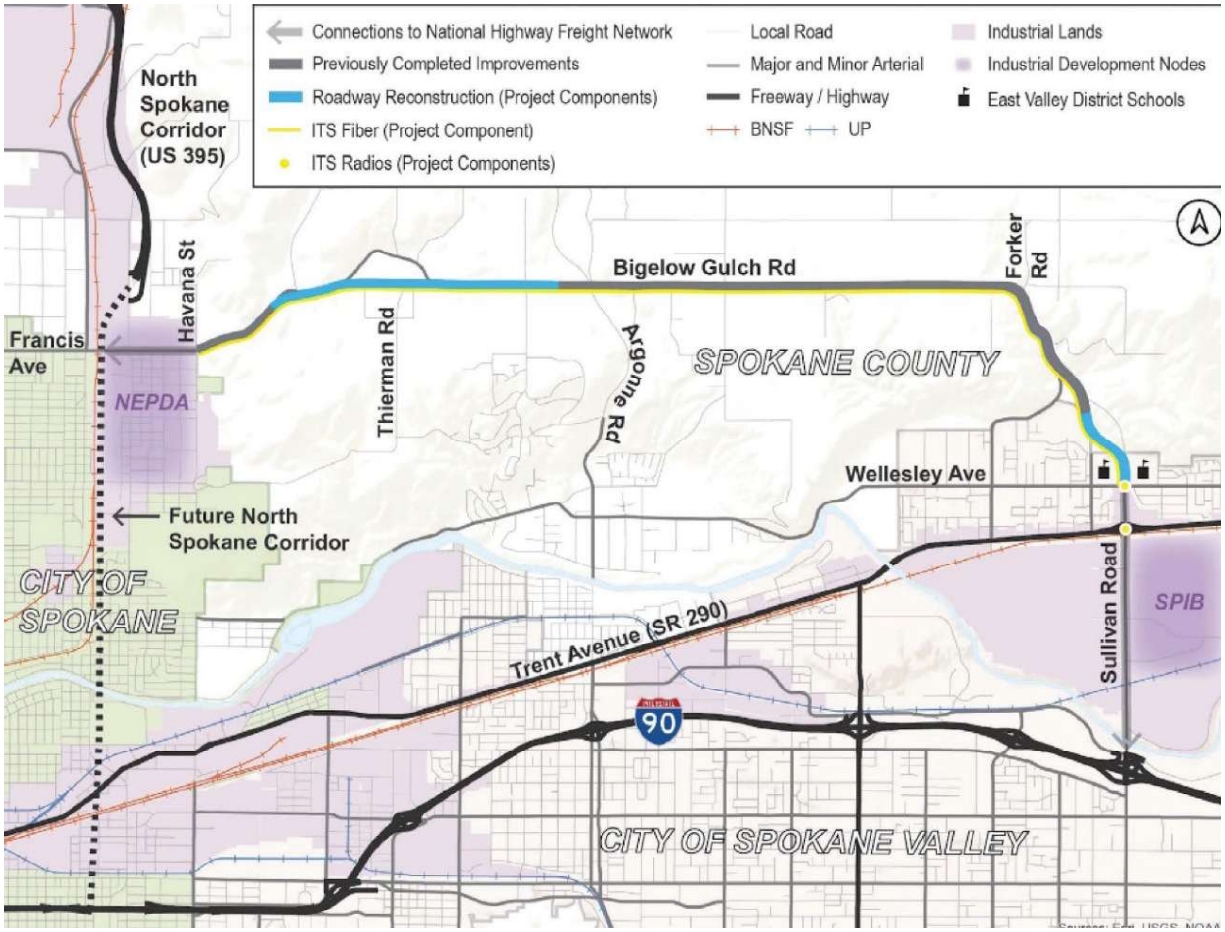


Figure I.8.1 Bigelow Gulch Corridor Safety and Mobility Project Components

Appendix B

Current Zoning and Development Standards

Stantec

Reference: Hillyard Subarea Plan – Existing Land Use and Zoning Standards **updated**

The purpose of this appendix is to summarize the applicable long-range plans, policy documents and development standards as they relate to land use and urban design for the Hillyard neighborhood and the subarea planning process. This serves as baseline information and will be integrated into the final Subarea Plan document for the Hillyard Focus Area (with applicable editing).

This memorandum summarizes the zoning, land use, and other local policies that guide how the properties within the Focus Area can be used, developed, and/or modified. The Project Team can use this information to guide decisions relating to potential revitalization planning strategies and/or future land use designations. Notably, this analysis reviewed the following sources:

- City of Spokane Comprehensive Plan / Official Land Use Map
- The Yards Redevelopment Master Plan
- The Greater Hillyard North-East Planning Alliance (GHNEPA) Neighborhood Plan
- City of Spokane Municipal Code (Title 17 – Zoning) / Official Zoning Map

Project Context - The City of Spokane (the "City") and Northeast Public Development Authority (NEPDA) have entered into a partnership to lead a coordinated effort that will result in a Subarea Plan for the Hillyard neighborhood, and the surrounding areas nestled in the northeast corner of the City. The Subarea Plan Focus Area (the "Focus Area" herein) encompasses the parcels and public rights-of-way within the Hillyard neighborhood (including its business district), the east Hillyard industrial area (also referred to as "the Yard"), legacy residential neighborhoods, and the western slopes of Beacon Hill. The approximate 1,740-acre Focus Area is generally bounded by Crestline Street to the west, East Wellesley Avenue/Garnet Avenue to the South, South Havana Street/North Fancher Beacon Lane to the east, and East Francis Avenue to the north.

Reference: Hillyard Subarea Plan – Existing Conditions/Analysis – Land Use and Zoning

1.0: Long-Range Policy Documents Overview

Through the subarea planning process, it's important to review and build upon other city-wide policy and long-range planning documents as those past efforts serve as a foundation for revitalization planning. This section summarizes the applicable long-range planning documents that apply to land use in the Hillyard Focus Area and the notable components/policies that should be carried forward in the resulting Subarea Plan.

Notably, the City's ***Comprehensive Plan*** details how the community intends to grow and contains the land use designations for properties within the municipal limits. The ***Yard Redevelopment Master Plan*** defines a myriad of revitalization ideas (and infrastructure improvements) for the eastern portions of the Focus Area, and ***the Greater Hillyard North-East Planning Alliance (GHNEPA)*** produced a plan for the Hillyard community (and the surrounding neighborhoods). Each of these documents include long-range planning ideas for the Hillyard Focus Area. The Project Team summarized the applicable land use policies and long-range planning ideas in this section to serve as a foundation for the Hillyard subarea planning process. Other relevant plans (e.g., the Spokane Housing Action Plan, and the City's Parks and Natural Land Master Plan) will presented in the applicable Elements of this Subarea Plan (for brevity, those are not included in this memorandum).

1.1: City of Spokane Comprehensive Plan

Spokane's Comprehensive Plan (formally titled "Shaping Spokane") sets goals and policies that guide decisions and local actions relating to land use/urban design, housing, transportation, economic development, environmental protection, and capital projects. All development standards, capital investments, and other policy decisions must align with the Comprehensive Plan. The Comprehensive Plan is arranged as a series of *Elements* that focus on various aspects of the City and its long-range planning. Each element contains some degree of existing conditions analysis followed by goals and policies that guide future city decisions. For this analysis, the content in this section centers on the *Land Use Element* as it has a direct correlation on how the City will grow in the future.

Land Use Element - Overview

Chapter 3 of the City of Spokane Comprehensive Plan provides the community's long-term vision and policy framework to accommodate growth, support neighborhood vitality, and define how land may be used in specific areas of the City. Notably, the *Land Use Plan Map* designates the future land use for parcels/areas within the municipal limits (see subsection Land Use Designations for more detail).

Reference: Hillyard Subarea Plan – Existing Conditions/Analysis – Land Use and Zoning

Land Use Designations

Pursuant to the *Land Use Map*, 12 land use designations comprise the Hillyard Focus Area; each designation appears as a separate color on the map. The properties along Haven Street and Market Street are designated as a *Corridor* and delineated as a thick black line on the *Land Use Map* – this is in addition to the underlying land use designations. Table 1.1.a lists the land use designations within the Focus Area and the Comprehensive Plan's descriptions thereof (as amended in September 7, 2023) – some of the descriptions are abbreviated. Table 1.1.b further describes each land use designation in terms of typical land use and density assumptions (pursuant to Table LU 2 in Chapter 3 of the Comprehensive Plan). Figure 1.1.1 depicts the Land Use Map and land use designations in and around the Focus Area.

Table 1.1.a – Land Use Designations – Hillyard Focus Area

Land Use Designation	*Description*
Corridor Designation **areas of Haven/Market Streets are delineated with a thick block line. Policy LU 3.2 designates this area as the "Hillyard Business Corridor"*	The Corridor concept focuses growth along transportation corridors, such as a major transit line. It is intended to allow improved transit service to daily activities. Housing and employment densities are increased along the Corridor to support frequent transit service and business. Usually, Corridors are no more than two blocks in depth along either side of the Corridor. Safe, attractive transit stops and pedestrian and bicycle ways are provided. A variety of housing styles— apartments, condominiums, row houses, and houses on smaller lots—are located in close proximity to the Corridor. Important elements include multi-story buildings fronting on wide sidewalks with street trees, attractive landscaping, benches, and frequent transit stops. A full range of services are provided including grocery stores serving several neighborhoods, theaters, restaurants, drycleaners, hardware stores, and specialty shops.
Center and Corridor (CC) Core Area	This designation allows commercial, office, and residential uses in designated Centers and Corridors. The type, intensity, and scale of uses allowed shall be consistent with the designated type of Center or Corridor. This Comprehensive Plan designation will be implemented with the Land Use Code for Centers and Corridors.
Center and Corridor (CC) Transition Area	These areas are intended to provide a transition of mixed uses (office, small retail, and multi-family residential) between the Center & Corridor Core designations and existing residential areas. Office and retail uses are required to have residential uses on the same site. This Comprehensive Plan designation will be implemented with the Land Use Code for Centers and Corridors, Center and Corridor Type 4.
Neighborhood Retail	The Neighborhood Retail designation recognizes the existence of small neighborhood-serving businesses in locations that are not larger than two acres and that lie outside designated centers and corridors. These locations are usually found along arterial streets, typically at the intersection of two arterials. In neighborhoods that are not served by a center or corridor, existing

Reference: Hillyard Subarea Plan – Existing Conditions/Analysis – Land Use and Zoning

Table 1.1.a – Land Use Designations – Hillyard Focus Area	
Land Use Designation	***Description***
	neighborhood businesses provide nearby residents access to goods and services. To encourage the creation of mixed-use environments that attract growth in centers, no new neighborhood retail locations should be designated outside of a Center. Further, business expansion at existing locations should be contained within the boundaries occupied by the existing designation. Business infill within these boundaries is also allowed. Businesses that are neighborhood-serving and pedestrian-oriented are encouraged in Neighborhood Retail locations. Buildings should be oriented to the street and provide convenient and easily identifiable side-walk entries to encourage pedestrian access. Parking lots should not dominate the frontage and should be located behind or on the side of buildings. Drive-through facilities, including gas stations and similar auto-oriented uses tend to provide services to people who live outside the surrounding neighborhood and should be allowed only along principal arterials. Residential uses should be permitted in these areas. Residences may be in the form of single-family homes on individual lots, upper-floor apartments above business establishments, or other higher density residential uses.
Mini Center	This designation allows the same uses as Neighborhood Retail. Higher density residential use is encouraged in these areas. The Neighborhood Mini-Center designation recognizes the existence of small neighborhood-serving businesses in locations that are two to five acres in size that lie outside Centers and Corridors designated on the Land Use Plan Map. Similar to Neighborhood Retail, the Neighborhood Mini-Center designation consists of small, freestanding businesses usually sited at the intersection of or along arterial streets. Another characteristic of this designation is the greatly restricted potential for redevelopment of the surrounding area to support a full neighborhood center. Consequently, the Mini-Center designation limits mixed-use development to the boundaries of the existing Mini-Center designation. Mini-Center locations are encouraged to become small, mixed-use centers with residential use as a major component. Residential use adds market demand for neighborhood business and enables enhanced transit service to these locations. Shared-use parking arrangements are encouraged to increase the development intensity of the site for both residential and commercial uses. This designation allows the same uses as the Neighborhood Retail designation. No new drive-through facilities, including gas stations and similar auto-oriented uses, should be allowed except along principal arterial streets.

Reference: Hillyard Subarea Plan – Existing Conditions/Analysis – Land Use and Zoning

Table 1.1.a – Land Use Designations – Hillyard Focus Area	
Land Use Designation	***Description***
	Buildings should be oriented to the street to encourage walking by providing easy pedestrian connections. Parking lots should not dominate the frontage and should be located behind or on the side of buildings.
Office	The Office designation usually indicates freestanding small office sites and larger sites with two or more buildings located along arterial streets or intersections or as a buffer adjacent to residential areas. Higher intensity office areas should be located around downtown Spokane.
Residential High *(formally Residential 15+)*	The Residential High designation allows for the highest intensity of residential uses, including construction types found in the Moderate Intensity Residential designation but also including taller and more intense apartment complexes. High Intensity Residential areas are intended to focus residential intensity in the near vicinity of downtown and other Centers and Corridors in the city, where sufficient services and employment opportunities exist nearby. A focus on accessibility, walkability, and equitable housing provisions should be provided in this area, including incentives and other bonuses for more affordable/attainable units as these areas are also located near to services and essential facilities like frequent transit.
Residential Moderate *(formally Residential 15-30)*	Residential Moderate areas provide increased intensity of development more appropriate to areas in the vicinity of designated Centers and Corridors and those served by substantial commercial or employment opportunities. The typical type of residential development appropriate to this designation include larger apartment buildings while also including a mix of the lower intensity areas where warranted. Example apartment types include the three-floor walkup and traditional apartment complexes as well as larger townhome and condo complexes. If neighborhood serving uses are included, such as places of worship or community centers, those non-residential uses can be of a higher scale and intensity than those conditionally permitted in Low and Increased Intensity Residential areas. Residential Moderate uses should be generally limited to within moderate walking distance of a Center, Corridor, or major employment/commercial area. Placement of Moderate Residential outside walking distance of these more intense areas is acceptable if sufficient rationale exists to place them further out—such as proximity to high-capacity or frequent transit service (aka Transit Oriented Development).
Residential Plus *(formally Residential 10-20)*	Uses in the Increased Intensity Residential designation are largely similar in type to low intensity residential areas. However, the overall development scale of those uses should be slightly higher, including possible design allowances like increased lot coverage, height, and other similar design requirements. The intent of Increased Intensity Residential areas is to provide a gradual increase in intensity, height, and overall context as the lower intensity areas transition

Reference: Hillyard Subarea Plan – Existing Conditions/Analysis – Land Use and Zoning

Table 1.1.a – Land Use Designations – Hillyard Focus Area	
Land Use Designation	***Description***
	into the more intense uses found in Centers and Corridors or significant commercial areas. Residential Plus areas are appropriate whenever predominately lower scale residential is located near or around more intense uses like commercial locations or designated Centers and Corridors. Factors to be considered in designating such areas should include proximity to arterials and collectors, availability of transit, the nearness of more intense development, available capacity in systems and infrastructure, and any other factors that help ensure the proposed land use designation integrates well into the existing built environment. Development allowed in these areas is expected to be larger in form (height, lot coverage, etc.) than those in the Low Intensity Residential areas, while still maintaining a high level of continuity and consistency between the two less intense residential areas.
Residential Low *(formally Residential 4-10)*	The Residential Low land use designation should focus on a range of housing choices built at the general scale and height of detached houses. This includes both detached and attached homes and housing categorized as middle housing (duplex, triplex, etc.). Combinations of these types should also be allowed, such as a duplex with an accessory dwelling unit. Other non-residential uses should be allowed conditionally, provided they integrate into the nature and context of the neighborhood. This would include uses such as schools, places of worship, grocery, small-format retail and medical services, and other resident serving uses. Residential Low areas are appropriate in parts of the city where amenities and services are scaled for a lower level of development intensity.
Heavy Industrial	This designation is intended to accommodate heavier industrial uses at locations where there is no interaction with residential uses.
Light Industrial	This designation is intended for those lighter industrial uses, which produce little noise, odor, or smoke. River-oriented residential use is permitted in the Light Industrial designation.
Open Space	This designation includes major publicly or privately owned open space areas, such as golf courses, major parks and open space areas, and cemeteries. These areas usually have facilities for active and passive recreation and include paved and unpaved roads, parking lots, hard surface trails, and buildings and facilities that support activities occurring in the Open Space area.

Reference: Hillyard Subarea Plan – Existing Conditions/Analysis – Land Use and Zoning

Table 1.1.b – Description of Land Use Designations – Hillyard Focus Area			
		Assumed Density (Units Per Acre)	
Land Use Designation	***Typical Land Use***	***Minimum***	***Maximum***
Center and Corridor (CC) Core Area	Commercial, office and residential uses consistent with type of designated Center and Corridor.	-	-
Center and Corridor (CC) Transition Area	Office, small retail, and multi-family residential uses. Office and retail uses are required to have residential uses on the same site.	-	-
Neighborhood Retail	Neighborhood-Serving Business and residential use. Maximum containment area of two acres.	-	30
Mini Center	*Same uses as Neighborhood Retail.*	-	30
Office	Offices and residential use.	-	-
Residential High	Large apartment, condominium, townhouse developments, potentially on multiple sites with site planning and features.	15	-
Residential Moderate	A mix of more intense middle housing types and moderate-sized apartment, condo, townhome developments.	15	30
Residential Plus	Middle housing types of greater scale or intensity than in lower intensity areas, with potential for mixed-use, neighborhood scale retail and services.	10	20
Residential Low	Attached or detached residences and middle housing types.	4	10
Heavy Industrial	Heavier Industrial uses. No residential uses.	-	-
Light Industrial	Light industrial uses, limited commercial and residential uses.	-	-
Open Space	Major publicly or privately owned open space areas such as golf courses, major parks and open space areas, and cemeteries.	-	-

Reference: Hillyard Subarea Plan – Existing Conditions/Analysis – Land Use and Zoning

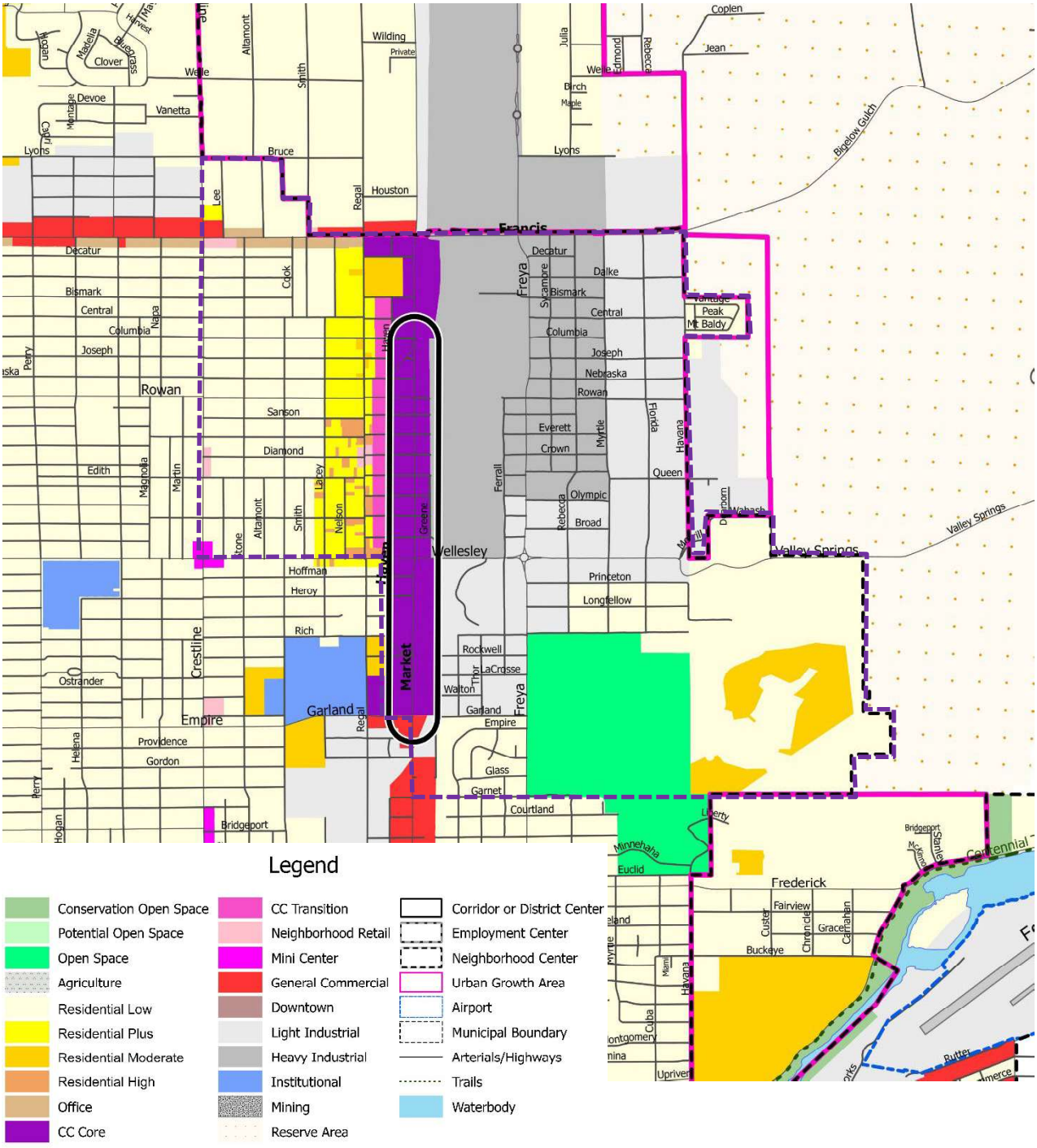


Figure 1.1.1 – Land Use Map

Focus Area depicted as a purple dashed line (Source: City of Spokane – Land Use Map PDF File)

Reference: Hillyard Subarea Plan – Existing Conditions/Analysis – Land Use and Zoning

Urban Growth Areas

The Comprehensive Plan *Land Use Map* also designates land within the City's Urban Growth Area. These areas are within unincorporated Spokane County but adjacent to the municipal limits. Pursuant to the Comprehensive Plan policies, new growth should be directed to urban areas (i) to allow for more efficient and predictable provision of adequate public facilities, (ii) to promote orderly transition of governance for urban areas, (iii) to reduce development pressure on rural lands, and (iv) to encourage redevelopment of existing urban areas. As the region grows, it is anticipated that future urban expansion will be focused in designated Urban Growth Areas (vs outlying rural or agricultural regions).

The City's Urban Growth Area is designated for the unincorporated areas that abut the Focus Area north of Francis Avenue and east of Havana Street. Long-term, these areas are expected to urbanize, and the City and Spokane County will plan for future land uses, public utilities, and potential annexation (as appropriate).

Centers and Corridors

As a vital urban design and growth management tool, the Comprehensive Plan designates a series of centers and corridors at strategic locations across the City with the goal to grow those areas as concentrations of businesses, employment, housing, public services and amenities. Much of the region's growth is anticipated to occur within these designated areas. Most notably, designated centers/corridors are intended to be strong pedestrian environments with complementary streetscapes and multimodal transportation options (e.g., sidewalks, transit, bicycle infrastructure).

Center/Corridor Types - A *center* or *corridor* is a significant designation as it represents a defined geographic area within the larger City that is planned for higher densities/intensities, quality amenities, commercial services, and capital investments. The Comprehensive Plan further defines centers/corridors by the following types:

- **Neighborhood Center** – These centers have a greater intensity of development than the surrounding residential areas. Businesses primarily cater to neighborhood residents, such as convenience businesses and services. Uses such as a day care center, a place of worship, or a school may also be found in the Neighborhood Center. The size of the Neighborhood Center, including the higher density housing surrounding the Center, should be approximately 15 to 25 square blocks. The density of housing should be about 32 units per acre in the core of the Neighborhood Center and may be up to 22 units per acre at the perimeter.
- **District Center** – These centers are similar to Neighborhood Centers, but the density of housing is greater (up to 44 dwelling units per acre in the core area of the center) and the size and scale of schools, parks, and shopping facilities are larger because they serve a larger portion of the city. As a general rule, the size of the District Center, including the higher density housing surrounding the Center, should be approximately 30 to 50 square blocks. The circulation system is designed so pedestrian access between residential areas and the

Reference: Hillyard Subarea Plan – Existing Conditions/Analysis – Land Use and Zoning

District Center is provided. Frequent transit service, walkways, and bicycle paths link District Centers and the downtown area.

- **Employment Center** – These centers have the same mix of uses and general character features as Neighborhood and District centers but also have a strong employment component. The employment component is expected to be largely non-service related jobs incorporated into the Center or on land immediately adjacent to the Center. Employment Centers vary in size from 30 to 50 square blocks plus associated employment areas. The residential density in the core area of the Employment Center may be up to 44 dwelling units per acre. Surrounding the Center are medium density transition areas of up to 22 dwelling units per acre.
- **Corridors** – Corridors are areas of mixed land use that extend no more than two blocks in either direction from the center of a transportation corridor. Within a Corridor there is a greater intensity of development in comparison to the surrounding residential areas. Housing at a density up to 44 units per acre and employment densities are adequate to support frequent transit service. The density of housing transitions to a lower level (up to 22 units per acre) at the outer edge of the Corridor. A variety of housing styles, apartments, condominiums, row houses, and houses on smaller lots are allowed. A full range of retail services are also allowed. Corridors provide enhanced connections to other Centers, Corridors, and downtown Spokane. To accomplish this, it is important to make available safe, attractive transit stops and pedestrian and bicycle ways. The street environment for pedestrians is much improved by placing buildings with multiple stories close to the street with wide sidewalks and street trees, landscaping, benches, and frequent transit stops.
- **Regional Center** - Downtown Spokane is the Regional Center and is the primary economic, cultural and social center of the region. It is also a major academic hub with the collaboration of multiple institutions of higher education. Downtown contains the highest density and intensity of land use, and continues to be a targeted area for additional infill housing opportunities and neighborhood amenities to create a more livable experience.

Focus Area Center/Corridor Designation - For the Focus Area, the Haven/Market Street corridors are designated as the "Hillyard Business Corridor" (the area is a designated *Corridor*). There are no center/corridor designations for the portions of the Focus Area east of the North Spokane Connector – long-term the City may choose to evaluate whether to establish a new center/corridor in that area to serve the future populations and employment industries planned for that geographic region.

Designating New Centers/Corridors – As the City grows, there may be opportunity for the community to designate new centers/corridors, especially within the Hillyard Focus Area. The Comprehensive Plan states the intent that new centers/corridors would be subject to the subarea planning process to align with the future vision and to coincide with demographic/population forecasts and market study findings. Notably, the City could consider whether to designate a new

center/corridor along E. Wellesley Avenue (between Freya Street and Havana Street) and within the legacy industrial areas.

Residential Neighborhoods

The Spokane Comprehensive Plan places an emphasis on the neighborhood concept for planning for housing, transportation, services, and amenities. Notably, the Comprehensive Plan aims to plan for neighborhoods at various scales – ranging from lower intensity residential areas to more dense housing enclaves. The *Land Use Map* implements the City's housing goals through a variety of residential and mixed-use land use designations.

Housing Variety - Pursuant to the Comprehensive Plan, the City allows for a broad variety of housing types in its residential neighborhoods; whereas, the Plan does not contain a designation that is solely for single-family houses. Moreover, the *Land Use Map* designates areas for higher intensity housing (e.g., large-scale apartments, mixed-use projects), and low intensity housing (e.g., single-family detached homes, townhouses, cottages, and small-scale apartments). Additionally, many of the mixed-use, and non-residential designation also allow for housing.

Compact Residential Patterns – The Comprehensive Plan specifically aims to achieve a compact residential development pattern in all neighborhoods to allow for a variety of housing choices and at affordable price points. The Comprehensive Plan further supports the compact residential neighborhood concept by promoting the continuation of the urban street grid, limiting block lengths, promoting multi-modal transportation connections (to other land uses), and allowing for "missing middle" housing options (e.g., townhouses, duplexes, small-scale apartments, and cottages).

1.2: The Yard Redevelopment Master Plan (YRMP)

In 2017, the City of Spokane and NEPDA completed the Yard Redevelopment Master Plan (YRMP) to examine area conditions, define long-range revitalization strategies, and to identify supportive infrastructure needs for the legacy industrial areas of Hillyard (i.e., encompassing the eastern portion of the Focus Area). The YRMP represents more of a feasibility study for that area as it was not formally adopted into the larger City policy framework, though many of its findings/recommendations can be carried forward into this Subarea Plan for Hillyard. In short, this past planning effort for the legacy industrial area aims to support the area's evolution into a much more robust employment center for the region.

Supportive/Supplemental Studies – As precursors to the YRMP, the City of Spokane and NEPDA commissioned multiple studies aimed to evaluate certain aspects of the legacy industrial areas in the Focus Area. Those studies serve as the foundation for the YRMP (as they identified local need, opportunities, and/or service deficiencies).

- **The YARD: Brownfield Redevelopment Opportunity Zone Assessment (Maul Foster Alondi 2014) –** This technical evaluation included a memorandum outlining the option for a potential Redevelopment Opportunity Zone (ROZ) designation, its economic benefits, designation criteria, and how a ROZ designation could be used to leverage funding and offer incentives to redevelopment activities.
- **The YARD: Market Conditions and Real Estates Opportunity Assessment (Heartland LLC 2014)** – This planning-level assessment evaluated potential redevelopment strategies for the legacy industrial areas in Hillyard. The memorandum documented the existing land uses, current industrial areas in the region, industrial lease rates, and the market advantages of the North Spokane Connector (NSC) transportation project. The assessment noted strengths and challenges to future development in the Yard Plan Area; the assessment affirmed the area has growth potential.
- **Hillyard Infrastructure Assessment and Needs Analysis (Maul Foster Alondi 2015)** – Under this assessment, a consultant reviewed the existing transportation, utility and drainage infrastructure in the Yard area to identify service deficiencies and define potential capital projects that would support current and future land uses. The assessment resulted in a long list of infrastructure-related recommendations; those findings were carried forward in the YRMP.
- **The YARD Heavy Freight User Analysis (ECONorthwest 2015) –** This study analyzed the implications of future heavy freight users in the Yard area to (a) better understand the needs for those businesses, and (b) determine the feasibility of potential infrastructure updates. The analysis concluded that the NSC and improvements to Freya Street would be the optimal means to accommodate heavy freight users.

Reference: Hillyard Subarea Plan – Existing Conditions/Analysis – Land Use and Zoning

Vision and Goals - The vision statement contained within the YRMP reads *"The YARD will be home to an array of commercial and industrial businesses, providing quality employment and economic opportunity to residents in the region, and quality housing for area workers".* This vision is supported by five individual goals that include:

- Create and sustain family-wage jobs;
- Capture the opportunity provided by the NSC [North Spokane Connector] to promote economic revitalization of a historically industrial area;
- Promote development that is economically and environmentally sustainable;
- Improve health and safety of neighborhoods through environmental restoration; AND
- Improve quality of life for residents, employees, and visitors.

The YRMP includes the *Future Vision* illustration depicting how the area could look when it is built out with future employment, commercial, and housing; this evokes the idea that the legacy industrial areas will transition into a much more robust mixed-use employment center. The YRMP focuses on industrial as the primary land use with supportive commercial services and work force housing. Based on the YRMP, supportive infrastructure, a marketing plan, environmental risk management, and financial incentives represent major strategies to support area revitalization and economic development.



Above: Future Vision illustration from the YRMP depicting how the area may look at buildout.

Reference: Hillyard Subarea Plan – Existing Conditions/Analysis – Land Use and Zoning

Catalyst Sites - As notable components, the YRMP designates five catalyst sites that are believed to possess near-term redevelopment potential for meaningful projects that would produce catalytic benefits to the area. These designated sites include the North Yard, the Former Rail Yard, the Ranch, the Wellesley Corridor, and Esmeralda (a new industrial subdivision); the YRMP outlines the potential land use activities for each of these sites.

- **North Yard –** This ~80-acre catalyst site/area is envisioned to redevelop as a collection of light industrial businesses to respond to a market demand for relatively small scale, flexible, light industrial space (generally less than 10,000 square feet).
- **Former Rail Yard -** This ~63-acre catalyst site/area is envisioned to transition from a former rail yard into heavy industrial and/or freight-related uses. The concept plan contained in the YRMP depicts two large industrial buildings on this site.
- **The Ranch –** This ~ 10.4-acre (mostly city-owned) property is envisioned to redevelop as light industrial operations including a Builders and Makers Small Business Incubation Center for innovators, creators, and startup entrepreneurs. The site is also planned to contain a regional stormwater facility that would serve drainage needs for the immediately surrounding properties.
- **Wellesley Corridor –** The ~18-acre area is envisioned to develop into a light industrial and retail center. The concept plan contained in the YRMP depicts 11 small-scale buildings oriented along the street frontages with several shared parking facilities.
- **Esmeralda** – Pursuant to the YRMP, this ~25-acre site is envisioned to redevelop as a mixed-use center serving retail, commercial, and/or industrial tenants. The concept plan contained in the YRMP depicts a large anchor building and five separate structures along the street frontages that share a parking facility (whereas the property owner has advanced plans to construct an industrial subdivision on the property).

Reference: Hillyard Subarea Plan – Existing Conditions/Analysis – Land Use and Zoning

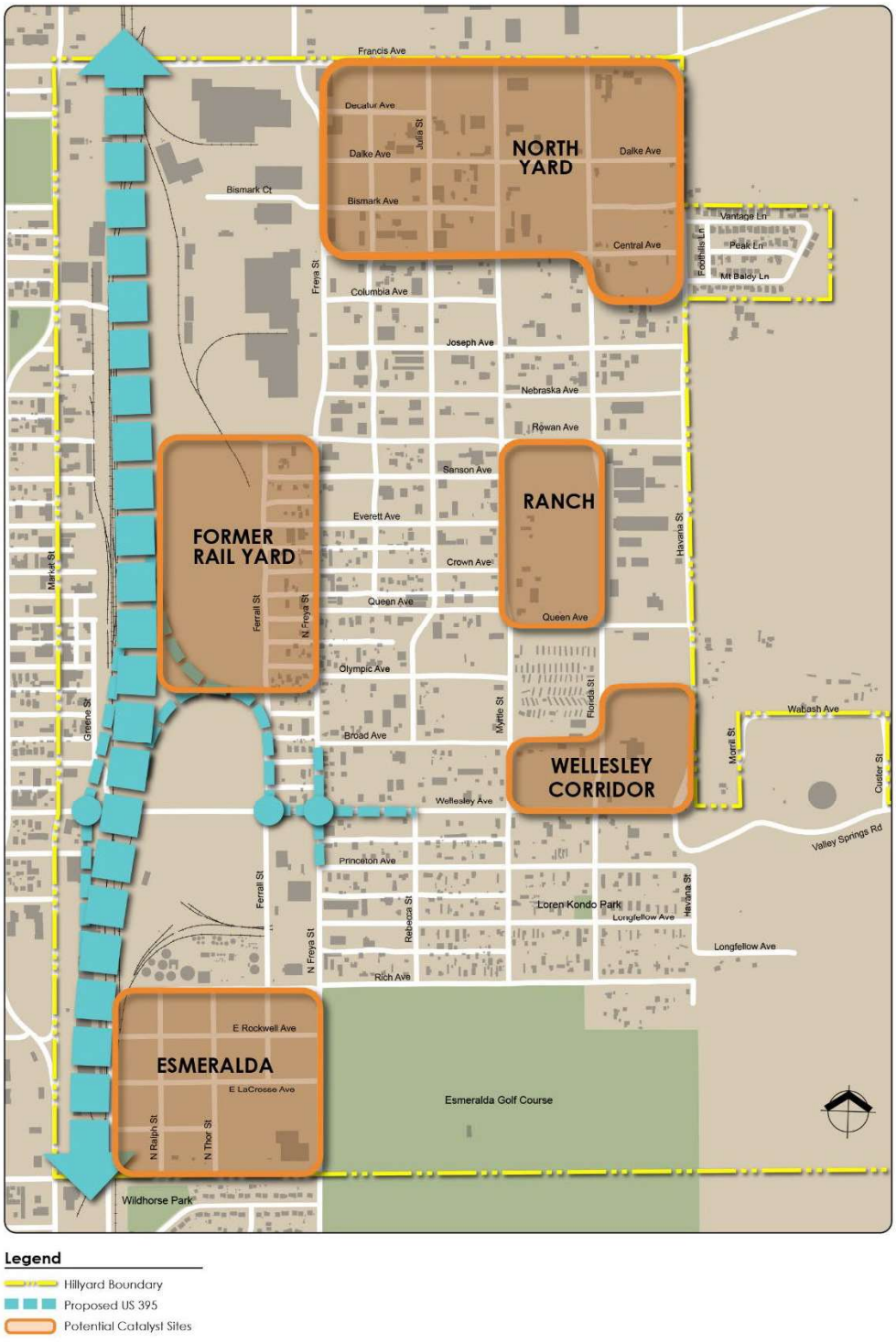


Figure 1.2.1 - Catalyst Sites Map (The Yard Redevelopment Master Plan)

Reference: Hillyard Subarea Plan – Existing Conditions/Analysis – Land Use and Zoning

Redevelopment Strategy – The YRMP paints a clear vision for how the area could evolve and thrive in the future. To implement this vision, the YRMP includes a multifaceted redevelopment strategy arranged into six main categories (or recommendations) which will be carried forward into the Hillyard Subarea Plan:

- **Partnerships** – The YRMP recommends that the City/NEPDA continue to build strong private- and public-sector partnerships to address challenges and leverage resources (i.e., no single agency can change area conditions).
- **Phasing** – The YRMP acknowledges that legacy industrial areas (east of the NSC) need a myriad of infrastructure investments and would require multiple years (or decades) to design, fund, and build those components. Thus, the YRMP recommends that the City/NEPDA define an effective phasing strategy for those capital projects.
- **Financial Incentives** – The YRMP acknowledges that the legacy industrial areas (i.e., the Yard Plan Area) competes with other industrial areas and there is opportunity for the City and other agencies to provide additional financial incentives aimed to entice private investment. The YRMP recommends that the City enhance its existing incentive programs to include (i) a Community Revitalization Financing (CRF) District and (ii) a Local Improvement District (LID); both are aimed to fund needed capital improvements.
- **Policy and Programmatic Recommendations** – The YRMP recommends that the City/NEPDA implement a series of programs to support economic development and capacity building. The recommended programs include: (i) Networking and Capacity Building, (ii) Business Recruitment, (iii) an Affordable Housing Policy, (iv) Public Safety, and (v) a Builders and Maker Space.
- **Infrastructure Recommendations** – The YRMP identified a myriad of capital projects that would support area revitalization and new buildings. The recommended infrastructure projects include: (i) performing mobility and utility upgrades for Freya Street, Florida Street, Rowan Street, Rebecca/Julia Street, and Wellesley Avenue (east of Freya) (ii) constructing roadways within unimproved/underimproved rights-of-way, (iii) building a regional stormwater management facility (on a city-owned property), (iv) building a sanitary sewer mitigation project (benefiting the entire area), and (v) performing utility and pedestrian enhancements across the NSC. (also see Table 1.2.a.)
- **Environmental Risk Management** – The YRMP acknowledges that the legacy industrial areas have a large concentration of brownfields and effective environmental risk management is key to protecting human health/natural environment and supporting property reuse. The recommended environmental risk management actions include: (i) structuring real estate deals amongst sellers, purchasers, and end users (to address potential environmental liabilities up front); (ii) defining a cleanup approach for specific properties (that align with the intended end use), (iii) defining the appropriate administrative approach to site cleanup (as a formal process or independent process, as it relates to the Washington

Department of Ecology policies), and (iv) providing funding for environmental studies, assessment, and cleanup.

Priority Infrastructure Projects – The YRMP identifies a list of priority infrastructure improvements that are believed to support area revitalization and to address prolonged infrastructure needs – these priority projects are listed in Table 1.2.a and arranged as either *Regional Projects* or *Local Projects*. It's important to note that some right-of-way corridors include both roadway and utility improvements. The YRMP recommended local projects are depicted in Figure 1.2.2

Table 1.2.a. Priority Infrastructure Improvements – the Yard Redevelopment Master Plan

Project Number	Project Name	Description
Regional Projects		
1	Freya Heavy Maintenance	Street maintenance including asphalt grind and overlay of street surface on Freya St. from Wellesley Ave. to Rowan Ave.
2	Sanitary Sewer Mitigation Project	ROW acquisition, installation of underground utilities, and reconstruction of street to bring Freya St. to industrial street standard.
3	Freya Reconstruction	ROW acquisition, installation of underground utilities, and reconstruction of street to bring Freya St. to industrial street standard.
4	Wellesley Phase I	Extension of the NE Lift Station sewer force main from N. Freya St. to a sanitary trunk line at Haven St., including patching and reconstruction of streets as necessary. Coordinated with reconstruction of Wellesley Ave as part of NSC interchange.
5	Wellesley Phase II	Replacement of existing water main at Wellesley Ave., from Rebecca St. to Florida St., acquisition of ROW to construct standard width minor arterial street, and reconstruction of streets as necessary to meet minor arterial street classification.
6	Regional Stormwater Facility	Evaluation of viability of centralized stormwater treatment facility to support future development. If viability is confirmed, project would include ROW acquisition, installation of conveyance utilities, and stormwater treatment facility.
Local Projects		
7	Florida Phase I	ROW acquisition, installation of underground utilities, and widening and reconstruction of half of the street underlain by utilities on Florida St.; Will increase service to Wellesley Corridor and Ranch catalyst properties.

Reference: Hillyard Subarea Plan – Existing Conditions/Analysis – Land Use and Zoning

Table 1.2.a. Priority Infrastructure Improvements – the Yard Redevelopment Master Plan		
Project Number	**Project Name**	**Description**
8	Florida Phase II	ROW acquisition, installation of underground utilities, and widening and reconstruction of half of the street underlain by utilities on Florida St.; Will increase service to North Yard catalyst property.
9	NSC Utility Corridor	Type/Size/Location study for utility corridor and pedestrian crossing, across the NSC; Will require easement or ROW acquisition and water main connection from Freya to Market St.
10	Rowan Phase I	Installation of water, sewer, stormwater underground utilities, and new road surface; Could include pedestrian improvements on one or both sides of the road.
11	Rowan Phase II	ROW acquisition and installation of potable water main extension to complete loop.
12	Freya Phase II	ROW acquisition, installation of underground utilities, and street reconstruction to bring Freya St. to industrial street classification; Includes replacement of potable water mains.
13	Rebecca / Julia Phase I	ROW acquisition, installation of underground utilities, and reconstruction of street to support multiple transportation modes on Rebecca / Julia from Francis to Columbia Aves.; Includes replacement of potable water line.
14	Rebecca / Julia Phase II	ROW acquisition and full reconstruction of street to improve Freya to a multi-modal road classification; In addition, a study of siting and design options for a bus stop on this corridor.
15	Freya Phase III	ROW acquisition, installation of underground utilities, and full reconstruction of street to bring Freya to industrial street classification.
16	Infill Street Improvements	ROW acquisition and construction of local roads along Broad, Queen, Central, Dalke Avenues as well as Myrtle and Havana Streets.

Reference: Hillyard Subarea Plan – Existing Conditions/Analysis – Land Use and Zoning



Figure 1.2.2 - Local Projects: Priority Infrastructure Improvements (The Yard Redevelopment Master Plan)

1.3: Greater Hillyard-Northeast Planning Alliance / Bemiss, Hillyard and Whitman Neighborhoods

Under the City's neighborhood planning fund, the Greater Hillyard-Northeast Planning Alliance (GHNEPA) completed a strategic plan for Hillyard, Bemiss, and Whitman neighborhoods (the "GHNEPA Plan" herein). The process included public meetings and other stakeholder engagement activities to assess existing conditions, understand area needs, and capture resident aspirations for their neighborhood. The process resulted in a series of community enhancement ideas organized into ten strategies (by relative topic); many of those planning ideas can be carried forward into a future Subarea Plan for the Hillyard Focus Area. Notably, the GHNEPA Plan is adopted into the City's Comprehensive Plan as an appendix and is formally recognized in that policy document. The following table lists each of the strategies along with the applicable projects/initiatives as it specifically relates to the Hillyard Focus Area.

Table 1.3.a. GHNEPA Plan – Applicable Strategies and Objectives

Strategy	*Projects/Initiatives (applicable to the Hillyard Focus Area and future planning)*
Strategy 1: Improving Parks and Trails	**1.1:** Gatherings for strengthened sense of community. **1.3:** Improve parks and paths and increase their use. **1.4:** Use school buildings and grounds for events.
Strategy 2: Improved Housing & Commercial Buildings	**2.1:** Improve maintenance, upkeep, new improvements, and values of residences. **2.2:** Improve maintenance, upkeep, new improvements and to increase values of commercial structures in the GHNEPA area.
Strategy 3: Clean and Green GHNEPA Neighborhoods	**3.1**: Implement cleaning and greening projects and processes that are currently workable and important. **3.2**: Leverage the benefits to the community to achieve broader objectives by teaming with other community efforts to improve the community's appearance and health status.
Strategy 4: Public Safey	**4.2:** Create a crime-free environment. **4.5:** Enhance public health efforts in the area.
Strategy 5: Business and Job Development	**5.1:** Promote, develop, and recruit retail businesses in the GHNEPA area. **5.2:** Promote, develop, and recruit commercial/services businesses in the GHNEPA area. **5.2:** Promote, develop, and recruit industrial/manufacturing in the GHNEPA area, particularly in the East Hillyard industrial zone. **5.4:** Develop general mechanisms and programs that will support all three objectives above.
Strategy 6: Transportation and	**6.1:** Sidewalks, alleys, and roads – to establish priorities for intra-district transportation routes and funding for improvements when and where identified.

Reference: Hillyard Subarea Plan – Existing Conditions/Analysis – Land Use and Zoning

Table 1.3.a. GHNEPA Plan – Applicable Strategies and Objectives	
Strategy	***Projects/Initiatives (applicable to the Hillyard Focus Area and future planning)***
Infrastructure Improvement	**6.2:** Rail spur for industry – to secure the economic and community development advantages of rail service to the GHNEPA neighborhoods for both commercial shipping and personal transit needs. **6.3:** Streetcars/Light rail – to promote general transportation access to the Greater Hillyard area, its destination businesses, and its public services. **6.4:** Intra-city Transportation – to improve transportation and personal access for residents to local destinations and public services. **6.5:** Support an integrated network of paved pedestrian routes. **6.6:** Other aspects of transportation and infrastructure development – using the principles and organizations described above, the GHNEPA community should consider other aspects of neighborhood infrastructure improvement and development as appropriate to its future needs.
Strategy 7: Changing the Image	**7.1:** Give people the opportunity to discuss the image of Hillyard. **7.3:** Develop a skateboard day and competition. **7.4:** Create a volksmarch (i.e., community walking event). **7.5:** Erect signs in new garden areas. **7.12:** Bring artwork into the area.
Strategy 8: Expanding Educational Opportunities	**8.1:** Support our students and schools (i.e., form and utilize local partnerships) **8.2:** Develop a community school program for all ages (i.e., use school as "mini community" centers and park/open space amenities) **8.3:** Expand technical and skills education (i.e., manufacturing/industrial training school, promote apprenticeship programs) **8.4:** Work to get a non-partisan school board member from Greater Hillyard.
Strategy 9: Extending Services and Church [/Places of Worship] Involvement	**9.1:** Increase public information, outreach, and access (More use of church/places of worship membership to do community outreach). **9.2:** Expand youth services. **9.3:** Additional senior services. **9.4:** New Types of Services (i.e., community walks, enrichment programs, and day care services). **9.5:** More Church [/Places of Worship] Involvement (i.e., collaboration)
Strategy 10: More Efficient Community Organization	**10.1:** Create a leadership roundtable (i.e., regular meetings amongst the neighborhoods). **10.4:** Develop increased representation at all levels of government and other influential organizations.

2.0: Zoning and Development Standards

As communities plan for growth and revitalization, it is important to assess the current development requirements so that (i) new projects align with local standards, (ii) the City/NEPDA can assess whether zoning/development requirements align with the vision for the Focus Area, and (iii) the City can decide whether to conduct regulatory amendments. New development, adaptive reuse activities, building additions, and land use activities within the Hillyard Focus Area are subject to the City's zoning and development standards. The *Spokane Municipal Code Title 17* (the "code" herein) defines the zoning, land use allowances, and development requirements for projects within the municipal limits (and the Focus Area). This title establishes standards for land use, site improvements, lot size/configuration, and building size/placement, as well as procedures for the approval, inspection, and enforcement of those standards. The following subsections summarize the zoning districts and overlay zones that existing within the Focus Area.

2.1: Zoning Districts

Eleven zoning districts and one overlay zone comprise the Hillyard Focus Area. These zoning districts define how an individual property can be used and (re)developed. Figure 2.1.1. depicts the current zoning districts in and around the Focus Area.

Notably, the City's Comprehensive Plan designates the Hillyard Business District as a *Corridor* and is envisioned to grow into a strong mixed-use, pedestrian-oriented destination. In response, the City designates mixed-use and/or higher-intensity zones for the other lands along the Haven/Market Street corridors – those zones support a myriad of land uses and urban-scaled development types. The legacy industrial areas east of the NSC possess industrial zoning designations aimed to support manufacturing, fabrication, and other employment uses – the current industrial zones do not allow for new residential uses, many of the existing housing units in this area are deemed "nonconforming". Table 2.1.a. summarizes the description/purpose of each zoning district as stated in the code.

Table 2.1.a – Zoning Districts in the Study Area

Zoning District/Overlay Zone	*Description / Purpose*
CC1-DC: Pedestrian Emphasis / Auto Accommodating	The Type 1 Center and Corridor (CC) zone promotes the greatest pedestrian orientation of the CC zones by placing some limitations on auto-oriented activities the allowable size of some uses. **The DC abbreviations indicates the zone/area is within a designated District Center pursuant to the City's Comprehensive Plan Land Use Map.
CC2-DC: Pedestrian Enhanced / Auto Accommodating	The Type 2 CC zone promotes new development and redevelopment that is pedestrian oriented while accommodating the automobile. Development incentives allow a higher floor area ratio in exchange for the provision of greater public amenities.
CC3: Center and Corridor Overlay Zone.	The Type 3 centers and corridors zone is applied in areas that have pre-existing zoning designations that allow different uses and have different

Reference: Hillyard Subarea Plan – Existing Conditions/Analysis – Land Use and Zoning

Table 2.1.a – Zoning Districts in the Study Area	
Zoning District/Overlay Zone	***Description / Purpose***
***this overlay zone is designated for the properties on the north end of the Market Street corridor pursuant to the Official Zoning Map*	development standards than those prescribed for the Type 1 and 2 centers and corridors. This overlay zone is intended to allow development within these areas to take advantage of the opportunities allowed in the Type 1 and 2 centers and corridors. Development within Type 3 centers is either allowed to use the existing zoning regulations or may develop according to the standards for Type 1 or Type 2 centers and corridors.
CC4-DC: Mixed Use Transition Zone	The Type 4 CC zone provides a transition of mixed uses (office, small retail and multi-family residential) between the core of the center or corridor and existing or designated residential areas. Residential uses are required to be mixed on the same parcel as proposed office and retail uses. **The DC abbreviations indicates the zone/area is within a designated District Center pursuant to the City's Comprehensive Plan Land Use Map.
HI: Heavy Industrial	The heavy industrial (HI) zone is intended primarily for high impact industrial uses while allowing office and limited commercial uses which are harmonious with industrial uses. Commercial uses are limited in size to ensure that they do not dominate the character of the industrial area or adversely affect the intended industrial use of the area.
LI: Light Industrial	The light industrial (LI) zone is intended to provide a wide range of employment opportunities without potential conflicts from interspersed residential uses. A full range of industrial, commercial and office use is allowed. Commercial uses are limited in size to ensure that they do not dominate the character of the industrial area or adversely affect the intended industrial use of the area.
NR: Neighborhood Retail	Businesses that are neighborhood serving and pedestrian-oriented are encouraged in neighborhood retail locations. Drive-through facilities, including gas stations and similar auto-oriented uses are subject to limitations to reduce the impact of these activities on nearby residential uses.
O: Office	The office (O) zone is used on small sites in or near residential areas or between residential and commercial areas. It is intended to be a low intensity office zone that allows for small-scale offices in or adjacent to residential neighborhoods. Development is intended to be of a scale and character similar to nearby residential development to promote compatibility with the surrounding area.
RHD: Residential High Density	The RHD is a high-density residential zone; allowed housing developments are characterized by high amount of building coverage. The major types of new housing development will be attached and detached single-family residential,

Reference: Hillyard Subarea Plan – Existing Conditions/Analysis – Land Use and Zoning

Table 2.1.a – Zoning Districts in the Study Area	
Zoning District/Overlay Zone	***Description / Purpose***
	duplexes, medium and high-rise apartments, and condominiums (often with allowed accessory uses).
RMF: Residential Multifamily	The RMF is a medium-density residential zone; housing is characterized by one to four story structures. The major types of development will include attached and detached single-family residential, condominiums, apartments, duplexes, townhouses, and row houses.
RSF: Residential Single-Family ***the Code refers to this zone as R1 whereas, the Official Zoning Map uses the RSF label*	The RSF zone is a low-density single-family residential zone, allowing a minimum of four and a maximum of ten dwelling units per acre. One- and two-story buildings characterize the allowed housing; new development will be attached and detached single-family residences. In appropriate areas, more compact development patterns are permitted.
RTF: Residential Two-Family ***the Code refers to this zone as R2 whereas, the Official Zoning Map uses the RTF label*	The RTF zone is a low-density residential zone which allows a minimum of ten and a maximum of twenty dwelling units per acre; housing is characterized by one and two-story buildings. The major type of new development will be duplexes, townhouses, row houses and attached and detached single-family residences. Cottage-style and pocket residential development are allowed.

Reference: Hillyard Subarea Plan – Existing Conditions/Analysis – Land Use and Zoning

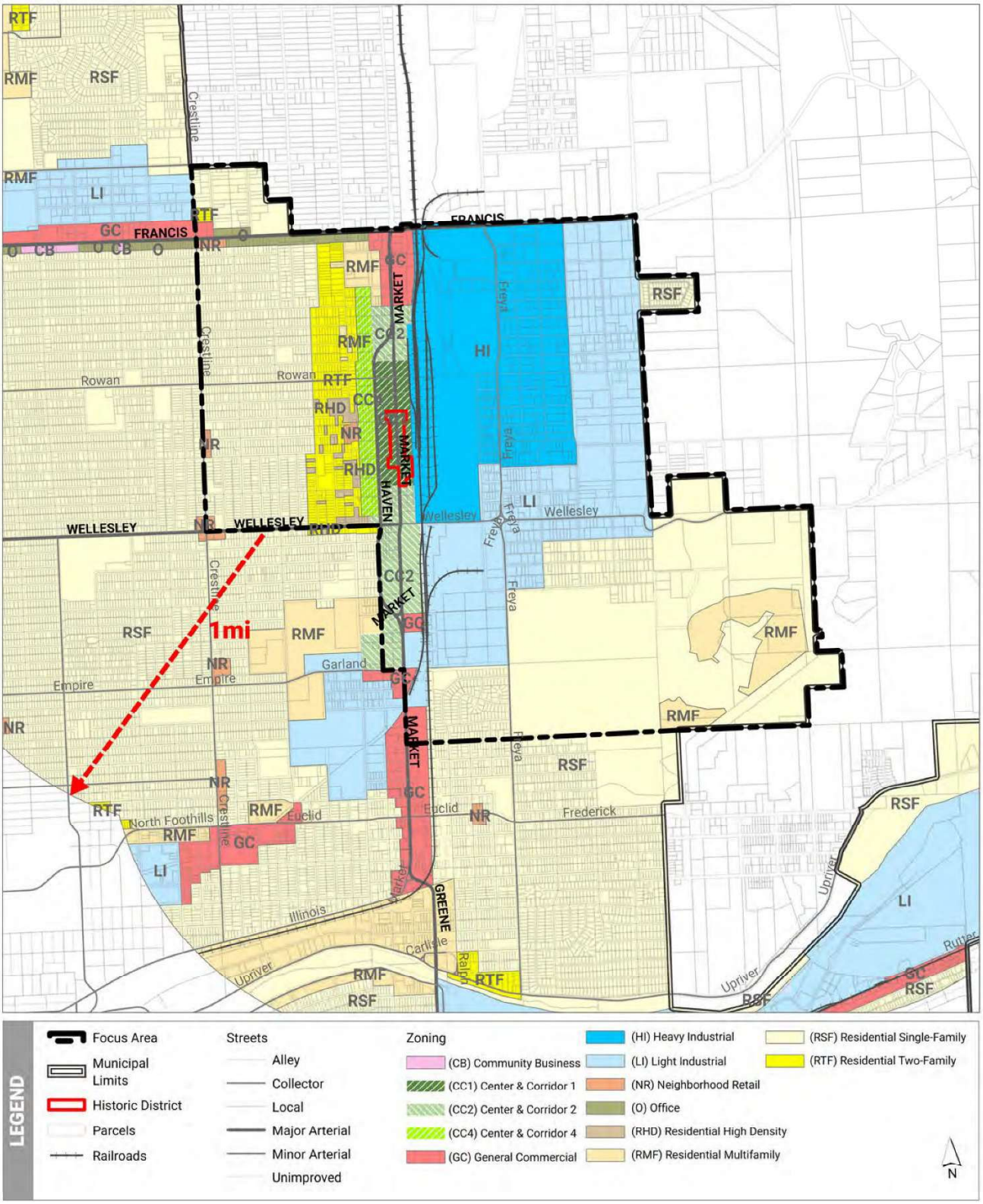


Figure 2.1.1 – Current Zoning Map

Reference: Hillyard Subarea Plan – Existing Conditions/Analysis – Land Use and Zoning

2.2: Zoning District Development Standards

Each zoning district includes a set of development standards that regulate how the associated property may be developed. The following tables summarize the development standards for each zoning district within the Focus Area. The zoning districts are organized into four distinct zoning types: *Center & Corridor, Commercial, Residential,* and *Industrial*. Separate tables are provided for each zoning type, whereas, *Commercial* and *Industrial* are combined under one table. The tables describe the development standards in terms of lot configurations, density, setbacks, and building height (as applicable).

Table 2.2.a – Center & Corridor Zoning Type Development Standards Summary

	Corridor Zones		
Standard	***CC1-DC***	***CC2-DC***	***CC4-DC***
Lot area (min.)	*Unspecified*	*Unspecified*	*Unspecified*
Structure height (max.)	55-ft	55-ft[1]	40-ft[1]
Setbacks			
Street lot line (min.)	0-ft	0-ft[2]	0-ft[2]
Front lot line (min.)	10-ft	10-ft	10-ft
Adjacent to RSF and RTF Zoned Lots	10-ft	10-ft	10-ft
Adjacent to Commercial and Industrial Zoned Lots	0-ft	0-ft	0-ft
Floor Area Ratio (FAR)[3] Limits (Standard / With Public Amenities[4])			
Nonresidential uses	0.5 / 1.0[4]	0.2 / 0.8[4]	Equal to or less than residential uses
Residential uses	1.0 / 2.0[4]	0.5 / 1.5[4]	1.0 / 1.5[4]
Combined	1.5 / 3.0[4]	0.7 / 2.3[4]	1.0 / 1.5[4]

Notes

1. Building height transition requirements apply when adjacent to RSF and RTF zoned lots. See Section 17C.122.100 for more details.
2. When adjacent to RSF and RTF zoned lots, the street lot line setback minimum is the same as that of the adjacent residential zoning district for the first 60-ft from the zoning boundary except if the zoning boundary is within the public right-of-way.
3. The Code defines Floor Area Ratio (FAR) as: "The amount of floor area in relation to the amount of site area, expressed in square feet. For example, a floor area ratio of two to one means two square feet of floor area for every one square foot of site area."
4. The Code allows for larger Floor Area Ratio allowances in situations where the associated development project include public amenities such as alley enhancements, streetscape features, brick/stone building facades, plazas, and similar features.

Reference: Hillyard Subarea Plan – Existing Conditions/Analysis – Land Use and Zoning

Table 2.2.b – Residential Zoning Type Development Standards Summary				
	Residential Zones			
Standard	***RSF (R-1)***	***RTF (R-2)***	***RMF***	***RHD***
Lot Dimensions				
Lot area (min)	1,200 sq. ft.	1,200 sq. ft.	1,200 sq. ft.	1,200 sq. ft.
Lot width (min) – with driveway approach	36 ft	36 ft	25 ft	25 ft
Lot width (min) – without driveway approach	15 ft	15 ft	15 ft	15 ft
Lot depth (min)	80 ft	40 ft	N/A	N/A
Front lot line (min)	Same as lot width	Same as lot width	Same as lot width	Same as lot width
Total building lot coverage (min)	65%	80%	100%	100%
Building and Siting Standards – Primary Buildings				
Structure footprint (max) – lot area ≤7,000 sq. ft.	2,450 sq. ft.	2,450 sq. ft.	N/A	N/A
Structure footprint (max) – lot area >7,000 sq. ft.	35%	35%	N/A	N/A
Structure height (max)	40 ft	40 ft	40 ft	40 ft
Front setback (min)	10 ft.	10 ft.	10 ft.	10 ft.
Interior side setback (min) – lot width ≤40 ft	3 ft.	3 ft.	3 ft.	3 ft.
Interior side setback (min) – lot width >40 ft	5 ft.	5 ft.	5 ft.	5 ft.
Street side setback (min)	5 ft.	5 ft.	5 ft.	5 ft.
Read setback (min)	15 ft.	15 ft.	10 ft.	10 ft.
Building and Siting Standards – Accessory Dwelling Units				
Structure footprint (max) – lot area ≤5,500 sq. ft.	1,100 sq. ft.	1,100 sq. ft.	1,100 sq. ft.	1,100 sq. ft.
Structure footprint (max) – lot area >5,500 sq. ft.	15%	15%	15%	15%
Structure height (max)	25 ft.	25 ft.	25 ft.	25 ft.
Side setback (min)	Same as primary	Same as primary	Same as primary	Same as primary
Rear setback (min) – with alley	0 ft.	0 ft.	0 ft.	0 ft.
Rear setback (min) – with no alley	5 ft.	5 ft.	5 ft.	5 ft.
Building and Siting Standards – Other Accessory Structures				

Reference: Hillyard Subarea Plan – Existing Conditions/Analysis – Land Use and Zoning

Table 2.2.b – Residential Zoning Type Development Standards Summary

	Residential Zones			
Standard	***RSF (R-1)***	***RTF (R-2)***	***RMF***	***RHD***
Structure footprint (max) – lot area ≤5,500 sq. ft.	20%	20%	Same as primary	Same as primary
Structure footprint (max) – lot area >5,500 sq. ft.	15%	15%	Same as primary	Same as primary
Structure height (max)	20 ft.	20 ft.	35 ft.	35 ft.
Side setback (min)	Same as primary	Same as primary	Same as primary	Same as primary
Rear setback (min) – with alley	0 ft.	0 ft.	0 ft.	0 ft.
Rear setback (min) – with no alley	5 ft.	5 ft.	5 ft.	5 ft.
Siting Standards – Open Space*				
Outdoor area per unit (min)	250 sq. ft.	250 sq. ft.	200 sq. ft.	48 sq. ft.

NOTES
*Table 17C.111.205-2 of the City's Municipal Code outlines the minimum outdoor area that can be substituted for private area.

Table 2.2.c – Commercial and Industrial Zoning Types Development Standards Summary

	Commercial & Industrial Zones				
Standard	***LI***	***HI***	***O***	***NR***	***GC***
Lot area (min.)	None	None	None	None	None
Floor Area Ratio (FAR)[1]	None	None	0.8	0.8	2.5
Structure height (max.)[2]	150 ft	150 ft	35 ft[2]	35 ft[2]	70 ft[2]
Structure height (max.) adjacent to R Zoned Lots	35 ft	35 ft	-	-	-
Setbacks					
Street lot line (min.)	0[3]	0[3]	0 ft	0 ft	0 ft
Front lot line (min.)	N/A	N/A	10 ft	10 ft	10 ft
Adjacent to R-Zoned Lots	10 ft	10 ft	10 ft	10 ft	10 ft
Adjacent to Commercial and Industrial Zoned Lots	N/A	N/A	0 ft	0 ft	0 ft

Notes
1. The Code defines Floor Area Ratio (FAR) as: "The amount of floor area in relation to the amount of site area, expressed in square feet. For example, a floor area ratio of two to one means two square feet of floor area for every one square foot of site area."
2. See Code for height restrictions for sites abutting a residential zone.
3. When abutting a single-family or two-family zone, the minimum structure setback from the street lot line is the same as the residential zoning district for the first sixty feet from the boundary of the residential zoning district

2.3: Design Standards

In addition to the development standards associated with each zoning district, residential projects (e.g., housing) and projects within Center & Corridor zones are subject to design guidelines. Notably, most residential projects (regardless of the parcel's zone) are subject to the *Single-Unit Residential and Middle Housing Design Standards* (pursuant to code Section 17C.111.300), and/or the Multi-Unit Design Standards (pursuant to Section 17C.111.400) – those standards are summarized in Tables 2.3.a. and 2.3.b. For projects in the CC1-DC, CC2-DC, CC4-DC zoning districts and/or developed under the CC3 overlay zone provisions are subject to the *Design Standards and Guidelines for Centers and Corridors* – those design standards are summarized in Table 2.3.c. These tables are intended to summarize the most prominent design standards, see the code for a full list of the design guidelines; for brevity, standards associated with signs or minor site components are omitted.

Many of the design standards are noted with supplemental notations that correspond to the approval process. Specifically, design standards are in the form of Requirements (R), Presumptions (P), and Considerations (C). Regardless of which term is used, an applicant must address each guideline.

- **Requirements** are objective standards that involve no discretion by the reviewer, using language such as "shall," "must," and "will." Requirements must be satisfied by any plan prior to building permit approval. Requirements are listed with an (R) after the standard.
- **Presumptions** are objective standards that involve no discretion by the reviewer but may include some flexibility for how the standards may be met. For example, some Presumptions offer a list or menu of options for meeting the standard. Presumptions must be satisfied by any plan prior to building permit approval. Presumptions are listed with an (P) after the standard.
- **Considerations** are features and concepts that an applicant should consider in preparing a plan. Considerations are only reviewed as part of the design departure process, (as defined in the code). In reviewing a design departure request, the Design Review Board, Urban Design staff, or Planning Director (as applicable) will review an applicant's response to a consideration, which may assist in gaining acceptance for a plan. Outside of a design departure, Considerations are encouraged, but not required or enforceable. Considerations are listed with an (C) after the standard.

Reference: Hillyard Subarea Plan – Existing Conditions/Analysis – Land Use and Zoning

Table 2.3.a – Single-Unit Residential and Middle Housing Design Standards	
Design Topic / Element	***Design Standards***
Applicability	▪ Except as specified in this section, all new development of single-unit residential and middle housing must address the following design standards pursuant to the Title 17C in the Code. ▪ When existing single-unit residential or middle housing development is expanded or additional dwelling units are added, only those portions of the development that are new or renovated must meet the standards in this section. ▪ Manufactured Home Parks are not subject to these standards.
Landscaping Implementation	▪ Fifty percent (50%) of the area between the front lot line and the front building line must be planted with living ground cover or landscaped to the L3 standard, as defined in the Code. A patio or porch may be included in the calculation of ground cover area. (R) ▪ The front landscaped area may be counted towards required outdoor areas. ▪ Landscaping is encouraged to follow the *Spokanescape* guidelines for design, soil and compost, drip irrigation, planting & mulch, raised beds, maintenance, and plant list. (C) ▪ Use of landscape structures such as trellises, raised beds and fencing to unify the overall site design is encouraged. (C)
Outdoor Areas Implementation	▪ Developments shall provide outdoor areas in the quantity required by code – (see Table 2.2.b herein). (R) ▪ The outdoor area may be configured as either: (i) A private outdoor area, such as a balcony or patio directly accessible from the unit; and/or (ii) A common outdoor area accessible by all units in the building. ▪ If a common outdoor area is provided, it shall meet the following: > Connected to each unit by pedestrian paths. (R), > At least 50 percent of units shall have windows or doors that face the common outdoor area. (R) > Common outdoor areas shall provide at least three of the following amenities to accommodate a variety of ages and activities. Amenities may include, but are not limited to: (P) ▪ Site furnishings (benches, tables, bike racks when not required for the development type, etc.); (i) Picnic areas; (ii) Patios, plazas or courtyards; (iii) Shaded playgrounds; (iv) Rooftop gardens, planter boxes, or garden plots; or (v) Fenced pet area. ▪ Outdoor spaces shall not be located adjacent to dumpster enclosures, loading/service, areas or other incompatible uses that are known to cause smell or noise nuisances. (P)
Entrances	The following standards apply to all building facades that face a public or private street, except those that are separated from the street by another building. ▪ Each residential structure fronting a public or private street must have at least one address and main entrance facing or within a 45 degree angle of a street frontage. Buildings with multiple units may have shared entries. (R) ▪ Each unit with individual ground-floor entry and all shared entries must have a porch or stoop cover that is at least 3-feet deep. (P)

Reference: Hillyard Subarea Plan – Existing Conditions/Analysis – Land Use and Zoning

Table 2.3.a – Single-Unit Residential and Middle Housing Design Standards	
Design Topic / Element	***Design Standards***
	▪ On corner lots, buildings with multiple units must have at least one entrance facing or within a 45 degree angle on each street frontage. (C)
Windows	The following standards apply to all building facades that face a public or private street, except those that are separated from the street by another building. ▪ Windows shall be provided in façades facing public or private streets, comprising at least fifteen percent of the façade area (R). ▪ Window area is considered the entire area within, but not including, the window casing, including any interior window grid. ▪ Windows in pedestrian doors may be counted toward this standard. Windows in garage doors may not be counted toward this standard. ▪ At least one of the following decorative window features must be included on all of the windows on street facing facades: (P) - Arched or transom windows, Mullions, Awnings or bracketed overhangs, Flower boxes, Shutters, Window trim with a minimum width of three inches, Pop-outs or recesses greater than three inches, Bay windows, or Dormers.
Building Articulation	The following standards apply to all building facades that face a public or private street, except those that are separated from the street by another building. The standards apply to facades of attached housing irrespective of underlying lot lines. ▪ Buildings must be modulated along the street at least every thirty feet. Building modulations must step the building wall back or forward at least four feet. (R) ▪ The scale of buildings must be moderated to create a human scale streetscape by including vertical and horizontal delineation as expressed by bays, belt lines, doors, or windows. (P) ▪ Horizontal street-facing facades longer than thirty feet must include at least four of the following design features per façade. At least one of these features must be used every thirty feet (30 ft). (P) - Varied building heights, Use of different materials, Different colors, Offsets, Projecting roofs (minimum of twelve inches), Recesses, Bay windows, Variation in roof materials, color, pitch, or aspect, Balconies, Covered porch or patio, and/or Dormers
Parking – Garage Doors	▪ The combined width of all garage doors facing the street may be up to fifty percent of the length of the street-facing building façade. For attached housing, this standard applies to the combined length of the street-facing façades of all units. For all other lots and structures, the standards apply to the street-facing façade of each individual building. (R) ▪ Street-facing garage walls must be set back at least two feet from the primary street-facing building façade. (R)
Parking – Access	▪ Vehicular access to parking is required from an alley, improved street, or easement. (R) ▪ If the lot abuts a public alley, then vehicle access shall be from the alley unless the applicant requests a waiver of the requirement and the Planning Director. (R)
Parking – Site Location	▪ Parking structures, garages, carports, and parking areas other than driveways shall not be located between the principal structure and streets. (P)

Reference: Hillyard Subarea Plan – Existing Conditions/Analysis – Land Use and Zoning

Table 2.3.a – Single-Unit Residential and Middle Housing Design Standards	
Design Topic / Element	***Design Standards***
Pedestrian Connectivity	The following standards apply to all buildings within a development. ▪ 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. (R) ▪ 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)

Table 2.3.b – Multi-Unit Design Standards	
Design Topic / Element	***Design Standards***
Applicability	▪ These standards apply to multi-unit development in the RMF and RHD zones where permitted unless otherwise noted.
Sidewalks	▪ Sidewalks shall have the minimum dimension of five feet (5 ft), even if part of the width is located on private property. This dimension shall be applied to the clear, unobstructed pathway between the planting zone for street trees and building facades or parking lot screening. (R) ▪ Sidewalks shall be continuous, without gaps between developments. (R) ▪ Unless otherwise required or where larger plaza areas are provided, sidewalk paving materials shall be consistent with the street frontage improvements of adjacent developments. (P) ▪ Sidewalks within the public right-of-way shall be concrete, two-foot grid, standard sidewalk color and float finish. (R)
Pedestrian Connections	▪ A comprehensive system of pedestrian walkways shall link all site entrances, building entries, parking facilities, and common outdoors spaces with the public sidewalk. (P) ▪ Clearly defined pedestrian connections shall be provided between public sidewalks and building entrances when buildings are not located directly adjacent to the sidewalk. (R) ▪ Clearly defined pedestrian connections between public sidewalks and internal pedestrian systems shall occur at intervals of one hundred fifty feet or less (P). ▪ Pedestrian connections shall be reinforced with pedestrian scale lighting, bollard lighting, landscaping, accent lighting, signage or a combination thereof to aid in pedestrian way finding. (P) ▪ The type and nature of all materials used for pedestrian walkways shall be consistent within a development. (P) ▪ Where transit stops occur in the public right-of-way, pedestrian walkways shall provide a clear and direct connection from the main building entrances to the transit stop. (R) ▪ Pedestrian connections shall occur between adjacent developments where feasible. (P)

Reference: Hillyard Subarea Plan – Existing Conditions/Analysis – Land Use and Zoning

Table 2.3.b – Multi-Unit Design Standards	
Design Topic / Element	***Design Standards***
	▪ Pedestrian walkways within parking areas may be included as part of the minimum requirements for interior parking lot landscaping, if landscaping is provided on one side. (C) ▪ For parking lots that contain greater than fifteen parking spaces, pedestrian connections through the parking lot shall be clearly defined in a combination of two or more of the following ways (except as walkways cross vehicular travel lanes): (P) - A raised walkway, Special railing, bollards and/or other architectural features to accent the walkway between parking bays, Special paving, such as concrete or unit pavers in an asphalt area, and/or A continuous landscape area, a minimum of three feet wide along at least one side of the walkway. ▪ Pedestrian walkways within parking areas shall have a minimum of five feet in width of clear, unobstructed passage. (R)
Outdoor Areas Implementation	▪ Each multifamily development shall set provide a minimum of forty-eight square feet of outdoor open space area for each living unit in the complex, including those units occupied by the owner or building management personnel. Private outdoor spaces can count towards this outdoor common space provision. (R) ▪ **Ground Level Units** - The outdoor area for ground level units is a type of private outdoor space and must be directly accessible from the unit. The area must be surfaced with lawn, pavers, decking or sport court paving which allows the area to be used for recreational purposes. User amenities, such as tables, benches, trees, planter boxes, garden plots, drinking fountains, spas or pools, may be placed in the outdoor area. It may be covered, such as a covered patio, but it may not be fully enclosed. (R) ▪ **Upper Level Units** - Upper level units are a type of private outdoor space. For upper level units, the required outdoor area may be provided individually, such as by balconies, or combined into a larger area. (R) ▪ Common outdoor spaces shall provide at least three of the following amenities to accommodate a variety of ages and activities. Amenities include: (P) - Site furnishings (benches, tables, bike racks), Picnic areas, Patios, plazas or courtyards, Tot lots, Gardens, Open lawn, Play fields, and/or Sports court ▪ If outdoor spaces are located adjacent to a street right-of-way, landscaping should be used to provide a buffer between outdoor spaces and the street right-of-way. (C)
Landscaping Implementation	▪ Building Setbacks - The required building setbacks must be landscaped to at least the L3 standard as outlined in the Code. Parking, access, maneuvering areas, detached accessory structures and other allowed developments are exempt from this standard.
Articulation and Details Implementation.	▪ Buildings shall include articulation along the facades that face streets. Flat blank walls are not permitted. (R) ▪ Horizontal facades longer than thirty feet shall be articulated into smaller units, reminiscent of the residential scale of the neighborhood. At least four of the following methods should be used: (P) - Varied building heights, Different materials used on first floor, Different window types, Different colors, Offsets, Projecting roofs (minimum of twelve inches), Recesses, Bay windows, Varied roof forms or orientation.
Front Yards and Entrances	▪ Primary building entries shall be clearly identifiable and visible from the street, with well-defined walkways from pedestrian routes to building entries. (R)

Reference: Hillyard Subarea Plan – Existing Conditions/Analysis – Land Use and Zoning

Table 2.3.b – Multi-Unit Design Standards	
Design Topic / Element	***Design Standards***
	▪ Four or more of the following elements shall be used to highlight the main entrance to multifamily buildings: (P) - Open space, plaza or courtyard, Special paving, Ornamental gate and/or fence, Seating, Water features, Planter boxes or pots, Functional, accent lighting, Art work near the entry, and/or Porches. ▪ Front yards shall include an entrance sequence between the sidewalk and the building including elements such as trellises, site furnishings, low hedges, landscaped borders and special paving. Landscaping shall screen undesirable elements such as views to adjacent commercial or industrial development, utility boxes, outdoor storage areas and dumpsters. (P) ▪ Pedestrian scale lighting and/or bollards shall be provided to create a safe and defensible walkway to the entry. (R) ▪ Signage identifying building address shall be visible from the street and public pedestrian walkway. (P) ▪ Landscape planting should consider the use of native shrubs and groundcovers. (C) ▪ Accent lighting should be used to highlight special focal points, building/site entrances, public art and special landscape features. (C)
Building Base, Middle and Top Standards	▪ Base - Buildings should have a distinct "base" at the ground level, using articulation and materials such as stone, masonry or decorative concrete. (P) ▪ Top - The "top" of the building should be treated with a distinct outline with elements such as a projecting parapet, cornice or projection. (P)
Windows	▪ Windows shall be provided in facades facing streets, comprising at least fifteen percent of the facade area. (R) ▪ Windows shall have visually prominent trim. (C)
Parking Structures	▪ Carports and detached garages shall incorporate roofs of a design similar to the principal structure on the site. (R) ▪ Ground level parking structures should be screened from view by one or more of the following: (R) - Walls containing architectural details, such as banding, Trees and shrubs, and/or Grillwork incorporating decorative metal artwork or panels. ▪ Parking structures, garages and carports shall not be located between primary use and public streets. (P)

Reference: Hillyard Subarea Plan – Existing Conditions/Analysis – Land Use and Zoning

Table 2.3.c – Design Standards and Guidelines for Centers and Corridors	
Design Topic & Intent	***Design Standards/Guidelines***
Applicability	▪ Except as specified in this section, all projects within the centers and corridor zones (including the CC4 transitional zone) must address these standards and guidelines.
Building along Street (R) *Intent: To ensure that at least some part of the development of a site contributes to the liveliness of sidewalks along the street.*	▪ New development shall not have parking between buildings and the street and at least 30% of the frontage of the site shall consist of building facades. In shopping centers, buildings shall be placed along the sidewalk so that at least 15% of the frontage of the site consists of building façades. ▪ Buildings placed along sidewalks shall have windows and doors facing the street (see "Façade Transparency" and "Prominent Entrances") and shall incorporate other architectural features (see "Ground Level Details" and "Treatment of Blank Walls").
Buildings along Intersecting Corners (R) *Intent: To utilize building placement and massing along intersection corners to create an environment that frames the public realm and creates an urban street edge and contributes to the liveliness of sidewalks.*	▪ Buildings shall hold the street corner, although setbacks that accommodate plazas, seating areas, landscaping, clear view triangles (for traffic safety) and prominent entrances are acceptable. ▪ When there is more than one intersection corner on the site, the building shall be oriented to the corner with the highest category street.
Sidewalk Encroachments *Intent: To ensure that there is a minimum clear, unobstructed walking route along sidewalks.*	▪ Temporary sidewalk encroachments are allowed. Café seating, planters, ramps, stairs, and sandwich board signs which are located on the sidewalk shall be located in such a manner as to leave a pathway at least six feet wide that is free of obstructions.
Lighting *Intent: To ensure that site lighting contributes to the character of the site and does not disturb adjacent development.*	▪ Lighting shall be provided within parking lots and along pedestrian walkways. ▪ Lighting fixtures shall be limited to heights of 24 ft. for parking lots and 16 ft. for pedestrian walkways. ▪ All lighting shall be shielded from producing off-site glare, either through exterior shields or through optical design inside the fixture, so that the direction of light is downward.
Screening and Noise Control of Service Areas *Intent: To reduce the impact of service, loading, and trash storage areas.*	▪ All service, loading, and trash collection areas shall be screened by a combination of decorative walls of either masonry, wood, or vinyl, with planting that meets L2 requirements pursuant to the code. ▪ Loading and service areas should not face or be adjacent to any residential district, unless no other location is possible. ▪ Trash storage areas shall be setback a minimum of 15 feet from street property line.
Curb Cut Limitations *Intent: To provide safe, convenient vehicular access without diminishing pedestrian safety.*	▪ A curb cut for a nonresidential use should not exceed 30 feet for combined entry/exits. Driveway width where the sidewalk crosses the driveway should not exceed 24 feet in width. ▪ The sidewalk pattern shall carry across the driveway. ▪ Adjacent developments should share driveways, to the greatest extent possible.

Reference: Hillyard Subarea Plan – Existing Conditions/Analysis – Land Use and Zoning

Table 2.3.c – Design Standards and Guidelines for Centers and Corridors	
Design Topic & Intent	***Design Standards/Guidelines***
	▪ Vehicular access should be designated so that traffic is not directed through an abutting residential zone.
Pedestrian Connections in Parking Lots *Intent: To create a network of safe and attractive linkages for pedestrians.*	▪ Within parking lots containing more than 30 stalls, clearly defined pedestrian connections should be provided: (i) Between all public right-of-way and building entrances, and (ii) Between parking lots and building entrances *Pedestrian connections can be counted toward the amount of required landscaping. ▪ Pedestrian connections shall not be less than 5 feet wide. ▪ Pedestrian connections shall be clearly defined by at least two of the following: 6 inch vertical curb, Textured paving, including across vehicular lanes, and/or A continuous landscape area at a minimum of 3 feet wide on at least one side of the walkway. ▪ When there is a transit stop adjacent to the site, a pedestrian connection between the transit stops and building entrances, especially the prominent entrances, should be provided. ▪ Pedestrian connections should maximize directness of travel between pedestrian origin and destination.
Drive-Through Lanes *Intent: To ensure that the streetscape environment is lively and not overwhelmed by the presence of automobiles.*	▪ Any lanes serving drive-through businesses shall not be located between the building and any adjacent street.
Transition between Commercial and Residential Development *Intent: To ensure compatibility between the more intensive uses in centers and corridors and lower intensity uses of adjacent residential zones by incorporating design elements that soften transitions and protect light and privacy for adjacent residents.*	▪ Code provisions require lower heights for portions of buildings that are close to single family residential zones. In addition, any side of the building visible from the ground level of an adjacent single family residential zone shall be given architectural treatment using three or more of the following: > architectural details mentioned under "Ground Level Details" > pitched roof form > windows > balconies > if building is on the Spokane Register of Historic Places, the Secretary of the Interior's Standards for rehabilitation historic design guidelines shall apply. ▪ Deviation from using three of these architectural treatments must meet the intent of this section and requires a recommendation of approval by the Design Review Board.
Treatment of Blank Walls *Intent: To ensure that buildings do not display blank, unattractive walls to the adjacent street or residential areas.*	▪ Walls or portions of walls where windows are not provided shall have architectural treatment wherever they face adjacent streets or adjacent residential areas (see guidelines for Façade Transparency). ▪ At least four of the following elements shall be incorporated into these walls: *masonry (but not flat concrete block), concrete or masonry plinth at the base of the wall, belt courses of a different texture and color, outward projecting*

Reference: Hillyard Subarea Plan – Existing Conditions/Analysis – Land Use and Zoning

Table 2.3.c – Design Standards and Guidelines for Centers and Corridors	
Design Topic & Intent	***Design Standards/Guidelines***
	cornice, projecting metal canopy, decorative tilework, trellis containing planting, medallions, opaque or translucent glass, artwork, vertical articulation, lighting fixtures, vertical landscape wall or "green wall", display windows, signage as identified in "Pedestrian Oriented Signs", and/or an architectural element not listed above but meets the intent.
Prominent Entrances *Intent: To ensure that main building entrances are easily identifiable, clearly visible, and accessible from streets and sidewalks in order to encourage pedestrian activity and enliven the street.*	▪ The principal entry to a store / building shall be marked by: (a) ornamentation around the door, and (b) at least one of the following: > Recessed entrance (recessed at least 3 ft.) > Protruding entrance (protruding at least 3 ft.) > Canopy (extending at least 5 ft.) > Portico (extending at least 5 ft.) > Overhang (extending at least 5 ft.) ▪ When possible, the entrance should be considered a collection of elements: > Overhead: canopy, porches, building extensions > Transitional: stoops, courtyards, stairways, ramps, portals; pocket gardens, decks > Ground Surface: seating walls, special paving, landscaping, trees, lighting
Façade Transparency *Intent: To provide visual connection between activities inside and outside the building.*	▪ In residential, commercial, or mixed-use, a minimum of 15% of any ground floor façade* that is visible from and fronting on any abutting street shall be comprised of windows with clear, "vision" glass allowing views into the interior. ▪ A minimum of 30% of any ground floor commercial or mixed-use building façade* that is visible from, fronting on, and located within 60 feet of an arterial or pedestrian street shall be comprised of windows with clear, "vision" glass allowing views into the interior. Display windows may be used to meet half of this requirement. ▪ A minimum of 50% of any ground floor commercial or mixed-use building façade* that is visible from and located within 20 feet of an arterial or pedestrian street shall be comprised of windows with clear, "vision" glass allowing views into the interior. Display windows may be used to meet half of this requirement. **façade within 2 ft. and 10 ft. above the level of the adjacent sidewalk, walkway or ground level.*
Materials *Intent: To incorporate quality materials and architectural elements in the building design to support pedestrian oriented development.*	▪ Subject to the façade transparency requirements of these design standards and guidelines, street level exterior facades, up to 10 feet above the level of the adjacent sidewalk, walkway or ground level that face public streets or sidewalks, should be clad in durable materials compatible with an urban context, including materials such as stone, tile, metal, masonry, concrete, manufactured cement products, and/or glass. ▪ Exterior Insulating Finish Systems (EIFS) and lapped siding products generally do not comply with the intent of the City's design standards and

Reference: Hillyard Subarea Plan – Existing Conditions/Analysis – Land Use and Zoning

Table 2.3.c – Design Standards and Guidelines for Centers and Corridors	
Design Topic & Intent	***Design Standards/Guidelines***
	guidelines and are not allowed on ground floor exterior walls that face public streets or sidewalks. ▪ On street frontages, exit corridors, garage openings, loading docks, and all recesses, the design professional should provide a finished appearance to the street with street level exterior finishes fully wrapping into the openings.
Massing *Intent: To reduce the apparent bulk of the buildings by providing a sense of "base" and "top" and provide buildings that frame and define the street and contributes to the quality of the public realm and pedestrian experience.*	▪ Buildings shall have a distinct "base" at the ground level, using articulation and high-quality materials as noted in the Materials section. ▪ The "top" of the building shall be treated with a distinct outline that adds variation through varying heights, steps, or depths. ▪ New structures shall incorporate vertical and horizontal modulations to develop distinctive architectural volumes, break monotonous volumes, and create fine-grain character in scale with adjacent neighborhood character.
Roof Form *Intent: To ensure that roof lines present a distinct profile and appearance for the building and express the neighborhood character.*	Buildings shall incorporate one of the following roof forms: ▪ pitched roofs with a minimum slope of 4:12 and maximum slope of 12:12, especially to highlight major entrances. ▪ outward projecting cornices to create a prominent edge when viewed against the sky. ▪ flat roofs are to be used in reference to surrounding context, reinforce the architectural character of the street, and be modulated to establish human scale interaction. > parapets without vertical or horizontal modulation in any 30 foot span shall have an outward projecting cornice of six inches minimum. > stepped parapets of varying heights (2 feet or 0.1 times the wall height), cornice or other architectural projection articulated through varying heights and depths.
Historical Context Considerations *Intent: To ensure that infill and rehabilitation, when it is adjacent to existing buildings having historic architectural character, is compatible with the historic context within the neighborhood.*	▪ New development should incorporate historic architectural elements that reinforce the established character of a center or corridor but still remain a product of their own times. The following elements constitute potential existing features that could be reflected in new buildings: materials, window proportions, cornice or canopy lines, roof treatment, and/or colors. ▪ When rehabilitating existing historic buildings, property owners are encouraged to follow the Secretary of the Interior's Standards for Rehabilitation*. > if original details and ornamentation are intact, they should be retained and preserved. > if original details are presently covered, they should be exposed or repaired. > if original details are missing, missing parts should be replaced to match the original in appearance. Remaining pieces or old photos should be used as a guide.

Reference: Hillyard Subarea Plan – Existing Conditions/Analysis – Land Use and Zoning

Table 2.3.c – Design Standards and Guidelines for Centers and Corridors	
Design Topic & Intent	***Design Standards/Guidelines***
	▪ If a proposed building is not adjacent to other buildings having a desirable architectural character, it may be necessary to look at contextual elements found elsewhere within the area.
Location of Parking Lots *Intent: To maintain a contiguous, active pedestrian street front along designated Pedestrian Streets by locating parking lots behind buildings.*	▪ Parking lots shall not be located between a building and a Pedestrian Street.
Curb Cuts *Intent: To maintain a continuous uninterrupted sidewalk by minimizing driveway access*	▪ Curb cuts within an ownership should be spaced at no less than 125 feet apart along a principal or minor arterial, and no more than 100 feet apart along a collector arterial. ▪ Curb cuts shall not be located along a designated Pedestrian Street. ▪ Access to parking should be from the alley, or from a side street if access from the alley is not possible. Access to parking shall not be from a Pedestrian Street unless no other means of access is possible.
Streetscape Elements *Intent: To create a more pedestrian friendly street through the use of site furnishings along designated Pedestrian Streets.*	▪ Publicly-usable site furnishings such as benches, tables, bike racks and other pedestrian amenities shall be provided at building entrances, plazas, open spaces, and/or other pedestrian areas for all buildings larger than 10,000 sf. ▪ Buildings less than this size are encouraged to include such amenities. Specific types of site furnishings shall be approved by the City.
Street-facing Entrances *Intent: To ensure that building entrances directly reinforce pedestrian activity on the Pedestrian Street sidewalks.*	▪ The primary entrance to the building shall be visible from and fronting on a Pedestrian Street.
Setback – Maximum *Intent: To create a lively, pedestrian friendly sidewalk environment.*	▪ Along Pedestrian Streets, buildings shall be set up to the back of the required sidewalk (see Setbacks section of Land Use Code for Centers and Corridors), except for a setback up to 10 ft. for the purpose of providing a publicly accessible "plaza," "courtyard," or recessed entrance.
Ground Level Details *Intent: To ensure that buildings along any Pedestrian Street display the greatest amount of visual interest and reinforce the character of the streetscape.*	▪ Façades of commercial, residential, and mixed-use buildings that face Pedestrian Streets shall be designed to be pedestrian-friendly through the inclusion of at least three of the following elements: kickplates for storefront windows, projecting sills, pedestrian scale signs, canopies, plinths, containers for seasonal planting, tilework, medallions, and/or rolling doors or windows. ▪ If the building is on the Spokane Register of Historic Places, the Secretary of the Interior's Standards for Rehabilitation historic design guidelines shall apply.
Integration with Architecture *Intent: To ensure that signage is part of the overall design of a project and not additive or an afterthought.*	▪ The design of buildings and sites shall identify locations and sizes for future signs. As tenants install signs, such signs shall be in conformance with an overall sign program that allows for advertising which fits with the architectural character, proportions, and details of the development. The sign program shall indicate location, size, and general design.

Reference: Hillyard Subarea Plan – Existing Conditions/Analysis – Land Use and Zoning

Table 2.3.c – Design Standards and Guidelines for Centers and Corridors	
Design Topic & Intent	***Design Standards/Guidelines***
	▪ Signs shall not project above the roof, parapet, or exterior wall.

Reference: Hillyard Subarea Plan – Existing Conditions/Analysis – Land Use and Zoning

2.4: Zoning District and Overlay Zone Land Use Allowances

The following tables summarize the allowable land uses for each zoning district in the Focus Area; Table 2.4.a lists those for the non-residential zones, and Table 2.4.b lists the those for the residential zones. For brevity, these tables represent a consolidated list to include only those uses that are generally applicable to the Focus Area (See the Code for a full list of land uses). In most situations, applicants for a conditional use permit must demonstrate compatibility with other properties/uses in the neighborhood.

Table 2.4.a – Land Use Allowances (Non-Residential)

P = Permitted Use; CU = Conditional Use review required; L = Allowed, but with Special Limitations; A = Accessory Use; N = Not Permitted; - = Not specifically addressed

	City of Spokane Zones – Non-residential							
Land Use / Activity	***CC1***	***CC2***	***CC4***	***LI***	***HI***	***O***	***NR***	***GC***
Residential Categories								
Group Living	P	P	P	L*	N	L/CU	L/CU	L/CU
Residential (broad category)	P	P	P	N	N	N	N	N
Residential Household Living[1]	P	P	P	L*	L*	P	P	P
Commercial Categories								
Commercial Outdoor Recreation	-	-	-	P	P	N	N	P
Commercial Parking	P	P	P	P	P	CU*	CU*	P
Drive-Through Facility	N	N	N	P	P	L*	L*	P
Eating & Drinking Establishments	P*	P*	N[1]	-	-	-	-	-
Entertainment, Museum & Cultural	P	P	N	-	-	-	-	-
Hotels, Bed & Breakfast	P	P	N	-	-	-	-	-
Major Event Entertainment	P	P	N	CU	CU	N	N	P
Mini-Storage Facilities	N	P	N	L*	L*	N	N	L*
Office	P	P	L*	P	P	P	P	P
Parking – Public Lot	P	P	N	-	-	-	-	-
Parking – Structured Parking	P	P	P	-	-	-	-	-
Retail Sales and Service	P*	P*	L*	L/CU*	L/CU*	N	P	P
Vehicles – Sales & Rental and Automotive Parts & Tires	N	P	N	-	-	-	-	-
Vehicles – Gasoline sales (less than 6 vehicles)	P	P	P	-	-	-	-	-
Vehicles – Vehicle Repair	N	P	N	P	P	N	L*	P
Industrial Categories								

Reference: Hillyard Subarea Plan – Existing Conditions/Analysis – Land Use and Zoning

Table 2.4.a – Land Use Allowances (Non-Residential)

P = Permitted Use; CU = Conditional Use review required; L = Allowed, but with Special Limitations; A = Accessory Use; N = Not Permitted; - = Not specifically addressed

	City of Spokane Zones – Non-residential							
Land Use / Activity	***CC1***	***CC2***	***CC4***	***LI***	***HI***	***O***	***NR***	***GC***
High Impact Uses	N	N	N	L*	L*	N	N	N
Manufacturing and Production	P*	P*	N	P	P	N	L*	L/CU*
Railroad Yards	-	-	-	CU	P	N	N	N
Wholesale Sales, Warehouse and Freight Movement	P*	P*	N	P	P	N	N	L/CU*
Waste-Related	-	-	-	CU	CU	N	N	N
Institutional Categories								
Basic Utilities	P	P	P	P	P	P	P	P
Schools, Colleges, and Religious Institutions	P	P	P	P	N	P	P	P
Community Service	P	P	P	P	P	P	P	P
Daycare	-	-	-	P	CU	P	P	P
Medical Centers	-	-	-	P	N	P	P	P
Parks and Open Areas	P	P	P	P	CU	P	P	P
Other Categories								
Aviation and Surface Passenger Terminals	P	P	P	P	P	CU	CU	CU
Essential Public Facilities	P	P	P	CU	CU	CU	CU	CU
Rail Lines and Utility Corridors	P	P	P	P	P	CU	CU	CU

Notes

*Additional requirements stipulated in corresponding code section by Zone and subcategory as applicable.

1. *Residential Household Living* is characterized by the residential occupancy of a dwelling unit by a household. Tenancy is arranged on a month-to-month basis, or for a longer period. Apartment complexes that have accessory services such as food service, dining rooms, and housekeeping are included as Residential Household Living. Single room occupancy housing (SROs) that does not have totally self-contained dwelling units is also included if at least two thirds of the units are rented on a monthly basis.

Table 2.3.b – Land Use Allowances (Residential)

P = Permitted Use; CU = Conditional Use review required; L = Allowed, but with Special Limitations; A = Accessory Use; N = Not Permitted

	City of Spokane Zones – Residential (R Zones)			
Land Use / Activity	***RSF (R-1)***	***RTF (R-2)***	***RMF***	***RHD***
Residential Categories				

Reference: Hillyard Subarea Plan – Existing Conditions/Analysis – Land Use and Zoning

Table 2.3.b – Land Use Allowances (Residential)

P = Permitted Use; CU = Conditional Use review required; L = Allowed, but with Special Limitations; A = Accessory Use; N = Not Permitted

	City of Spokane Zones – Residential (R Zones)			
Land Use / Activity	***RSF (R-1)***	***RTF (R-2)***	***RMF***	***RHD***
Housing Types Allowed				
Single-Unit Residential Bldg.	P	P	P	P
Middle Housing[2]	P	P	P	P
Accessory Dwelling Unit	P	P	P	P
Manufactured Home	P	P	P	P
Mobile Home Parks	CU	CU	N	N
Single-Room Occupancy	N	N	P	P
Multi-Unit Residential Bldg.	P	P	P	P
Group Living	L/CU	L/CU	L/CU	L/CU
Residential Household Living[1]	P	P	P	P
Commercial Categories				
Commercial Outdoor Recreation	CU	CU	CU	CU
Commercial Parking	N	N	N	N
Drive-Through Facility	N	N	N	N
Major Event Entertainment	N	CU	CU	CU
Mini-Storage Facilities	N	N	N	N
Office	N	N	CU*	CU*
Retail Sales and Service	N	N	N	N
Vehicles – Quick Servicing	N	N	N	N
Vehicles – Repair	N	N	N	N
Industrial Categories				
High Impact Uses	N	N	N	N
Industrial Services	N	N	N	N
Manufacturing and Production	N	N	N	N
Railroad Yards	N	N	N	N
Waste-Related	N	N	N	N
Wholesale Sales, Warehouse and Freight Movement	N	N	N	N
Institutional Categories				
Basic Utilities	L	L	L	L

Reference: Hillyard Subarea Plan – Existing Conditions/Analysis – Land Use and Zoning

Table 2.3.b – Land Use Allowances (Residential)

P = Permitted Use; CU = Conditional Use review required; L = Allowed, but with Special Limitations; A = Accessory Use; N = Not Permitted

	City of Spokane Zones – Residential (R Zones)			
Land Use / Activity	***RSF (R-1)***	***RTF (R-2)***	***RMF***	***RHD***
Colleges, Schools, and Religious Institutions	L/CU*	L/CU*	P	P
Community Service	L/CU*	C/CU*	P	P
Daycare	L	L	P	P
Medical Centers	CU	CU	CU	CU
Parks and Open Areas	P	P	P	P
Other Categories				
Essential Public Facilities	CU	CU	CU	CU
Rail Lines and Utility Corridors	CU	CU	CU	CU

Notes

*Additional requirements stipulated in corresponding code section by Zone and subcategory as applicable.

1. *Residential Household Living* is characterized by the residential occupancy of a dwelling unit by a household. Tenancy is arranged on a month-to-month basis, or for a longer period. Apartment complexes that have accessory services such as food service, dining rooms, and housekeeping are included as Residential Household Living. Single room occupancy housing (SROs) that does not have totally self-contained dwelling units is also included if at least two thirds of the units are rented on a monthly basis.
2. See SMC 17A.020.130 for definitions of middle housing and multi-unit residential building.

Appendix C

Demographics & Housing Conditions Report



Hillyard Subarea Plan

Demographics & Housing Conditions Report

Version: July 20, 2023

Prepared by:
Stantec
Bellevue, Washington

Prepared for:
The City of Spokane &
Northeast Development Authority (NEPDA)

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The Introduction to the Hillyard Subarea Plan

The Subarea Plan Introduction

This report summarizes the demographic and housing conditions for the Hillyard Subarea Plan; these findings will establish baseline conditions and historical trends that will guide planning recommendations relating to land use, housing, employment/economic opportunities, essential services/infrastructure, and quality of life elements. As the community embarks on long-range planning initiatives benefiting specific geographic areas, it is vital to explore the social economic conditions, household makeup/income, and housing availability so that the process can respond to local need and the individuals that reside in and around the defined Focus Area boundaries. This information will allow the local leaders and community stakeholder to prioritize initiatives and capital investments that benefit the socioeconomic makeup and physical conditions of the place. These findings can specifically guide the City's decisions relating to land use and economic development strategies.

In April 2023, the City of Spokane and the Northeast Public Development Authority (NEPDA) embarked on a subarea planning initiative for the Hillyard neighborhood and the surrounding vicinity to the northeast to build upon past planning efforts and technical studies focused on infrastructure, economic development, housing, brownfield reuse/redevelopment, and responding to the unique needs/opportunities associated with this area of the larger Spokane community. A series of unique neighborhoods, business districts, legacy industrial areas, and natural geographies comprise the Focus Area that are the subject of this Subarea Plan. Notably, the northeast areas of the Focus Area have experienced prolonged infrastructure deficiencies that have stalled economic development and property reuse, and the legacy commercial corridors have been slow to revitalize. The Focus Area has a concentration of vacant/abandoned properties; through thoughtful reuse planning, these sites can be redeveloped for new community serving uses such as employment, commercial services, and/or housing. As an end goal, the Subarea Plan will examine and respond to the area's challenges and opportunities by providing a series of planning-related strategies that are aimed to improve area conditions, support economic development, address infrastructure and service needs, and provide essential housing/commercial services to this area of the City. For the Subarea Plan, the City of Spokane, NEPDA, and its consultant (Stantec) comprise the Project Team.

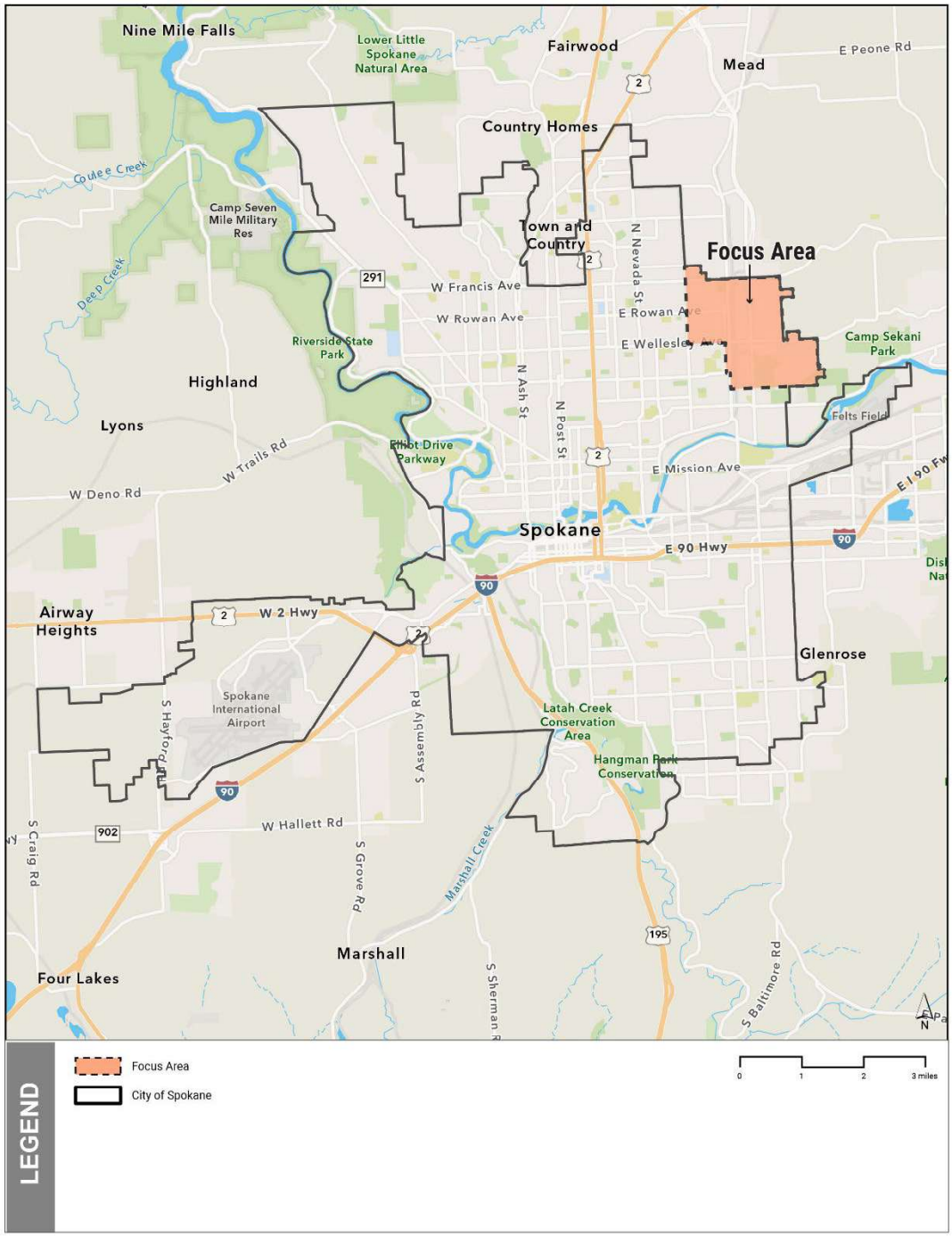


Figure 1.1.1.1 – Hillyard Subarea Plan Local Context Map

Focus Area - The Subarea Plan Focus Area (the "Focus Area" herein) encompasses the parcels and public rights-of-way within the Hillyard neighborhood (including its business district), the east Hillyard industrial area (also referred to as "the Yard"), and the western slopes of Beacon Hill. The approximate 1,740-acre Focus Area is generally bounded by Crestline Street to the west, East Wellesley Avenue/Garnet Avenue to the south, South Havana Street/North Fancher Beacon Lane to the east, and East Francis Avenue to the north.

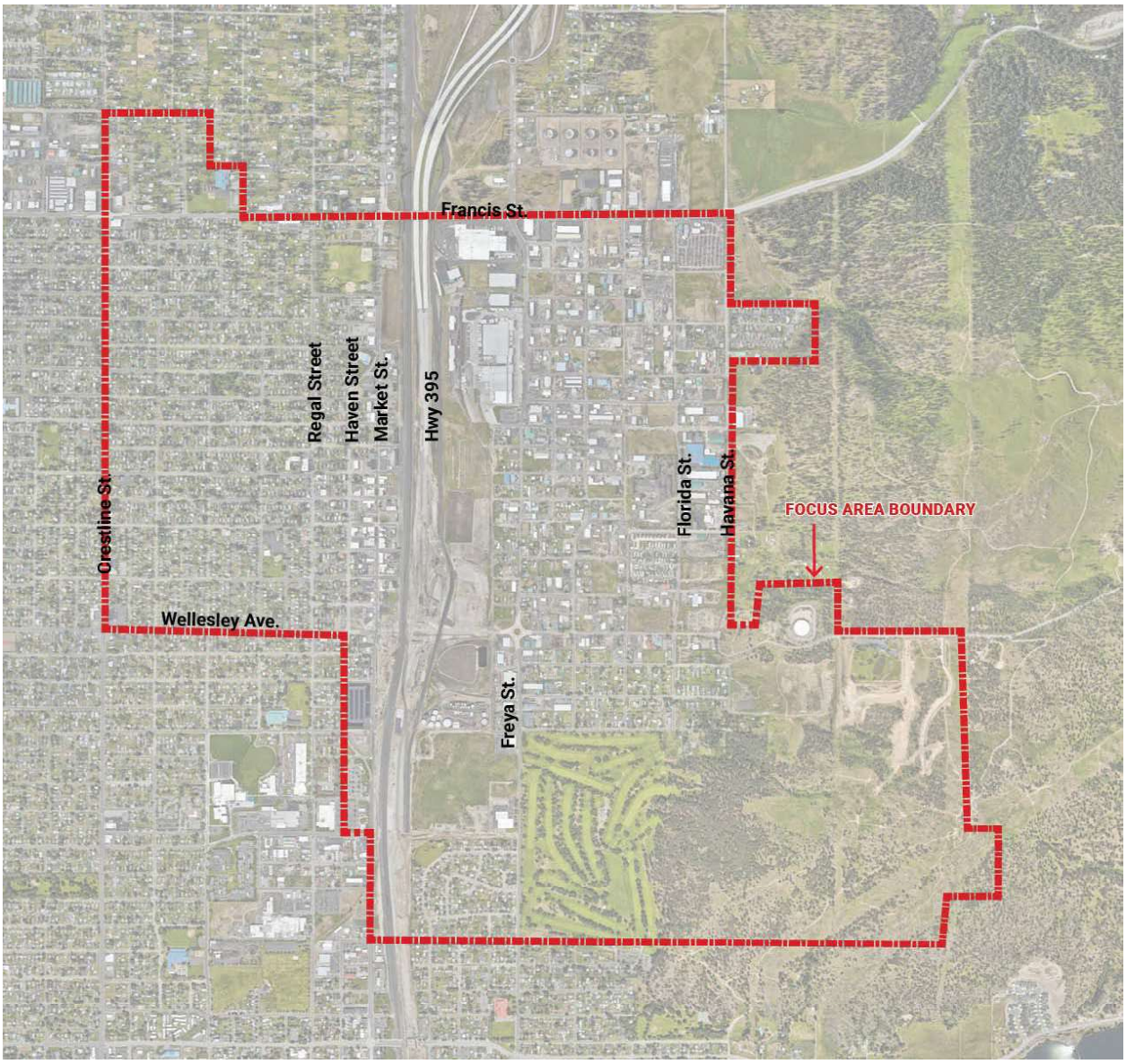


Figure 1.1.1.2– Hillyard Subarea Plan Focus Area Map

Subarea Plan Approach - The Subarea Plan will approach reuse and revitalization planning as a series of six (6) "Character Districts" with the goal to recognize and address the unique land use and infrastructure needs for these geographic areas within the larger Focus Area. (See Figure 1.1.1.3 for the Focus Area boundaries and the planned Character District designations). The Subarea Plan will result in a final document comprising elements related to community context, the community's vision, land use and urban design, housing, transportation and mobility, utilities and drainage, open space and environment, economic development, and an action plan. A notable goal will be to devise a series of revitalizations strategies to address prolonged housing needs, resolve infrastructure deficiencies, improve quality-of-life, increase economic opportunity, and place brownfields and other underutilized properties back into productive use. This project also aims to address the potential displacement of existing residents/businesses as the Focus Area improves over time. The Project Team will generate their planning ideas and revitalization recommendations for the Focus Area based community participant feedback.

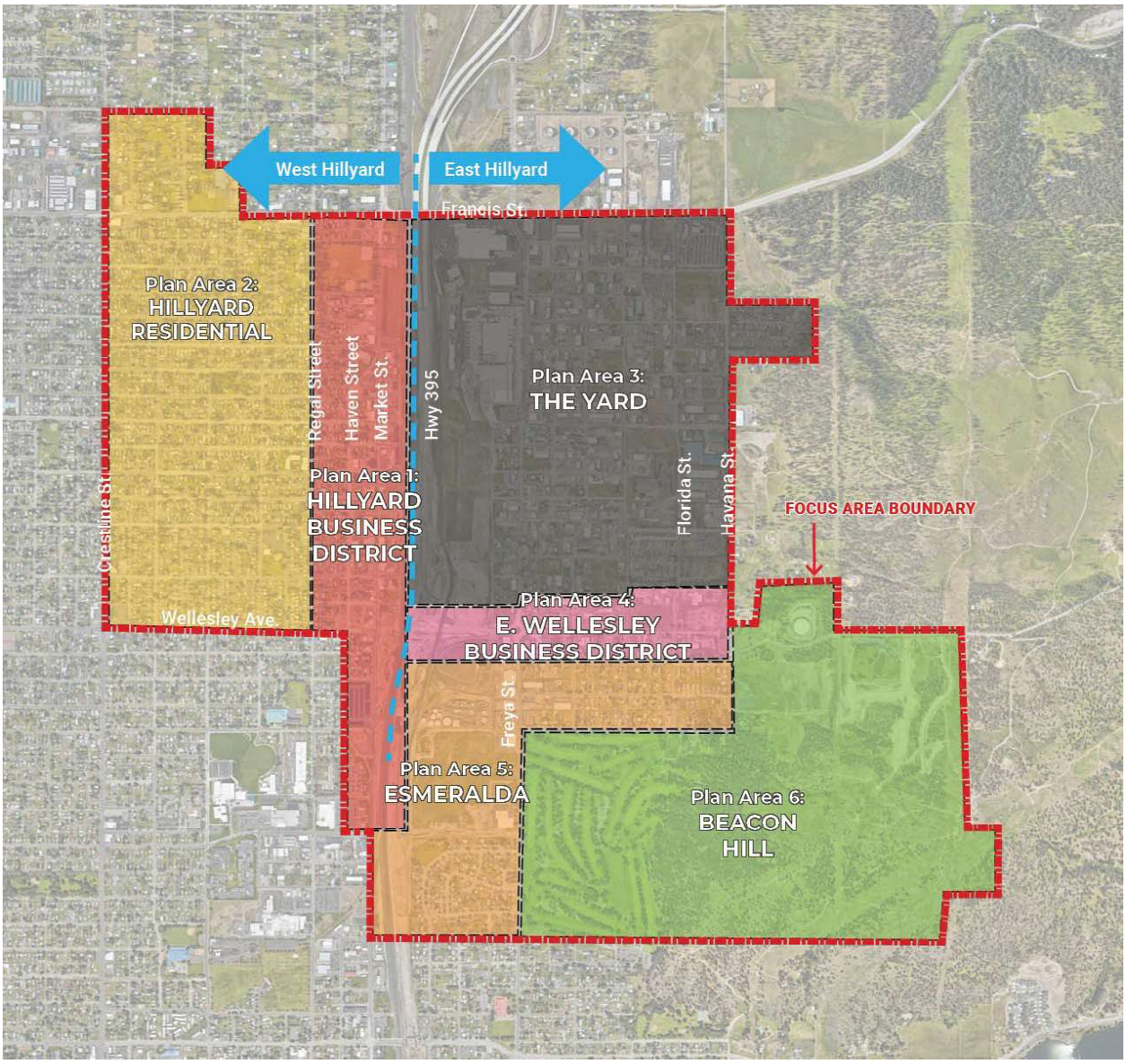


Figure 1.1.1.3 – Hillyard Subarea Plan Character Districts Map

Demographics and Housing Data Analysis Overview

When planning for the Hillyard Subarea Plan Focus Area, it is important to examine and understand the historical population trends, regional population forecasts, local household characteristics, and housing conditions to ensure the resulting planning-related recommendations respond to local needs and those individuals that live in and around the area. There is opportunity for the Focus Area to absorb a portion of the region's population growth by planning for future housing, commercial services, employment opportunities, and supportive infrastructure. A notable strategy (and outcome) for the Subarea Planning process will be to support and incentivize redevelopment projects on designated "opportunity sites" to bring much needed services to the Focus Area.

The City and NEPDA intend to hone their redevelopment efforts on vacant, abandoned, and/or underutilized properties across the Focus Area – those properties may possess the potential to create new community-serving uses for those individuals living/working in the vicinity. In planning for catalytic redevelopment projects, it will be important to identify the local demographic makeup of the community so individual site programming (and land uses) respond to local need, aspirations, and economic attainment for those that live and work in the Focus Area. It will also be important to prioritize projects that fill service and housing gaps in the community. As an initial step in the subarea planning, the Project Team (led by the project consultant, Stantec) collected, analyzed, and summarized the demographic and housing conditions in and around the Focus Area. This section summarizes the data used for this analysis.

Data Sources - As part of this planning process, the Project Team reviewed readily available demographic data so the resulting revitalization strategies for the Hillyard Subarea Plan and the associated community engagement activities respond to both current and projected population trends, current housing supply, household characteristics, and income. The demographics and housing conditions analysis includes information from the following data sources.

- **United States Census Data** – The Project Team reviewed demographics data from the United State Census (American Community Survey 2021 – 5-year Estimate Data). This information focused on race/ethnicity, age, household characteristics, income, educational attainment, and housing.
- **United States Bureau of Labor Statistics** – The Project Team review recent and historical unemployment statistics for the National, State, County, and City-wide geographies.
- **State of Washington Office of Financial Management (OFM)**– The Project Team reviewed State, regional and local population estimates and forecasts. This includes historical, current, and projected population estimates. This information was used to verify other data sources as it relates to Spokane and the larger region.

Census Tracts – Six individual census tracts (CTs) comprise the Focus Area, but only four of them were used for this demographic and housing summary as they cover the majority of the Focus Area: CTs 2.01, 2.02, 16, and 144. Only small segments of the Focus Area fall within CTs 112.02 and 112.03; since most of the land comprising those tracts are outside the Focus Area the statistics/values may inaccurately reflect the true demographic/housing conditions for the Subarea Plan (thus, those CTs were omitted from this analysis). Figure 1.3.1 depicts the Census tract map as it relates to the Focus Area. As applicable, the findings include a weighted value for the four CTs to achieve a summary of the Focus Area statistics. The following describes the geographic location for the CTs used in this analysis for the Hillyard Subarea Plan:

Table 1.3.a. Census Tracts Used for the Focus Area

Census Tract	*Description and Notes*	*Subarea Plan Character District(s)*
2.01	This CT covers the northern portions of the Hillyard Neighborhood and its business district.	District 1: Hillyard Business District District 2: Hillyard Residential
2.02	This CT covers the southern portions of the Hillyard Neighborhood and the central portions of its business district.	District 1: Hillyard Business District District 2: Hillyard Residential
16	This CT covers the southern portions of the Hillyard Business District and some residential areas; notably, the western portions of this CT are outside of the Focus Area.	District 1: Hillyard Business District
144	This CT covers the areas of the Focus Area on the east side of the US 395 highway corridor; notably, the southern portions of this CT are outside the Focus Area.	District 3: The Yard District 4: E. Wellesley Bus. District District 5: Esmeralda District 6: Beacon Hill

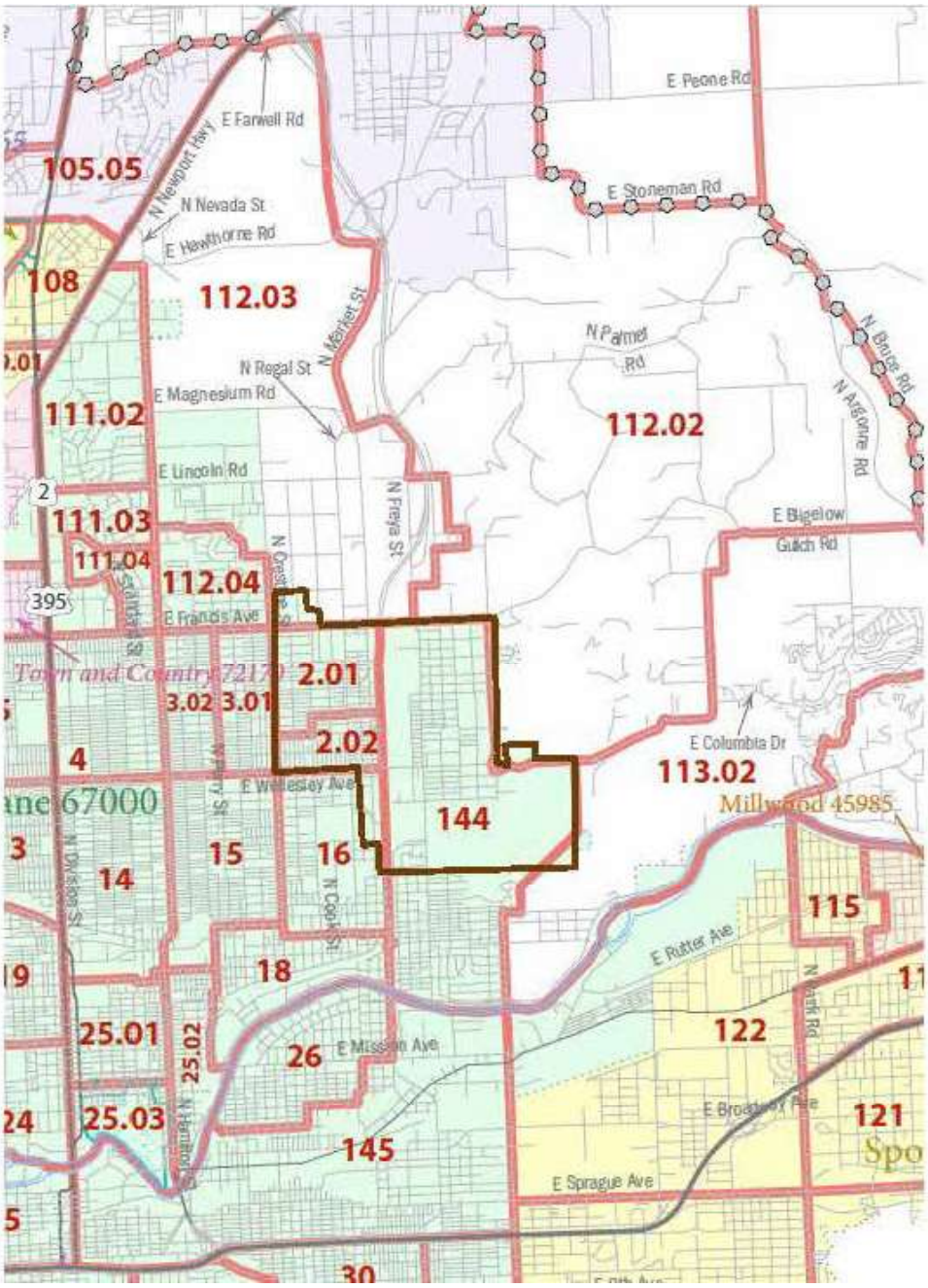


Figure 1.3.1 – Census Tract Map

Demographics / Population

Demographic Overview and Key Findings

Demographics Introduction

As communities embark on long-range planning and special studies for a defined geographic area, it's important to understand the current populations and household characteristics so the resulting plans reflect the needs of those residing in the Focus Area. This chapter provides the statistical assessment results of several key characteristics of the Focus Area's inhabitants. Referred to as demographics, these results can be utilized to reveal larger socioeconomic trends such as population changes, householder characteristics, economic conditions, and disparities that may exist within the Focus Area compared to the City, County and the State of Washington. These considerations make this data extremely important in developing long-range plans for the Focus Area. Furthermore, understanding the population's characteristics will help shape the resulting planning recommendations for the Subarea Plan. These sorts of considerations are what make plans effective and foster strong relationships between community members and their local government.

In this chapter, each demographic indicator of the Focus Area has been benchmarked against those of the City, County, and State to provide the reader with greater context. In the sections herein, each demographic topic begins by outlining the statistical data at the City and regional level and then contrasting the conditions with the Focus Area; this format was chosen to provide a consistent comparison between the regional context and the Hillyard-area.

Key Findings

The Project Team identified the following key findings and considerations as they relate to planning for the Hillyard Focus Area.

Finding #1 – Historical Population Loss: The census tracts (CTs) comprising the Focus Area have shown a 6.11% population loss between 2010 and 2021; notably, the northern portions of the Hillyard residential areas have showed a 12.63% loss during the same period. There is opportunity to reverse this historical trend through thoughtful planning, new housing, amenities, and increased employment opportunities.

Finding #2 – Regional Growth: The City of Spokane has experienced a 9.28% population growth between 2010 and 2021; Spokane County experienced a 15.22% increase during the same time. By 2040, Spokane County is expected to grow to 592,969 (up from 531,477 in 2021). There is

opportunity for the Focus Area to absorb a portion of the projected population growth by improving area conditions and adding much needed housing.

Findings #3 – Minorities and Racial/Ethnic Composition: The Focus Area has a 19.28% minority population which is a higher percentage of residents when compared to the City (16.90%) and the County (14.20%). Notably, there are more individuals that identify as Black and/or Native Hawaiian/Pacific Islander living in Focus Area than the City as whole. Also, Hispanics (or Latinos/Latinas) account for 9.93% of the Focus Area residents compared to 6.8% in the City. There is a need to recognize the area's unique racial/ethnic composition in planning for revitalization and community services.

Findings #4 – Age: The City of Spokane and the County have a younger population when compared to that of the State of Washington as a whole. The 25-34 age bracket represents the larger cohort in both the City and the Focus Area. The City's median age is 36.4 years which is younger than the County (39.9 years) and Washington State (37.9 years). Additionally, 30.85% of the Focus Area households have children compared to 26.9% of the City households. Just over 24% of Focus Area households have a senior occupant compared to 27.7% in the City. There is opportunity to plan for housing, amenities, employment, and commercial services that accommodate the region's population while being inclusive of other age cohorts.

Finding #5 – Educational Attainment: The Spokane region has a higher high school graduation rate (or equivalent) when compared to the State. For individuals 25 year of age or older, 92.15% of those living in the Focus Area have a high school graduate (or higher) compared to 93.10% in the City and 91.90% in the State. Conversely, 14.08% of the Focus Area population (25+ of age) hold a bachelor's degree or higher compared to 32.4% in the City. There is opportunity to provide additional educational and job-training resources in the community to ready individuals for a variety of employment options.

Finding #6 – Household Spoken Languages: Over 13% of those individuals 5 year of age or older living in the Focus Area speak a language other than English at home compared to 3.2% in the City. For the Focus Area, 5.72% of those individuals speaking English "less than very well". There is opportunity to recognize the variety of languages readily spoken in the community and provide signage, resources, and programs in other languages in addition to English.

Finding #7 – Household and Family Sizes: The Focus Area has an average household size of 2.5 individuals per unit compared to 2.32 in the City and 2.46 in the County. Family sizes in the Focus Area range between 2.99 and 3.15 individuals compared to 3 in the City. There is a need and opportunity to plan for new housing that can accommodate larger households.

Finding #8 – Income and Financial Hardship: The median household incomes for the Focus Area range from $39,756 to $60,850 depending on geographic area; lower household incomes occur in the Hillyard residential areas. The median income in the City is $56,977 which is lower than that of the County ($64,079) and the State ($82,400). The Focus Area has an 18.5% household poverty rate which is higher than that of both the City (15.6%) and the County (12.5%); households in the Focus Area also have higher rates of public assistance. There is an immediate local need to provide jobs, resources, and educational programs that improve economic opportunity for Focus Area

households. At the same time, it is important to provide affordable housing and reduced living costs to area residents.

Finding #9 - Unemployment: The Focus Area has maintained a 6.83% 5-year unemployment rate compared to 6.20% in the City and 5.70% in the County (pursuant to the Census). However, March 2023 U.S. Labor Bureau Statistics show a City-wide employment rate of 5.1% and 4.2% in the County; this shows that employment rates are improving since the onset of the COVID-19 pandemic that started in March/April 2020. There is opportunity to plan for employer retention to stabilize jobs in the region.

Finding #10 – Employment Industry: Most of the workers in the Focus Area are employed in educational services, health care, and/or social assistance (19.50%). Over 11% of Focus Area workers are employed in the arts, entertainment, recreation, and accommodation and food services industries; approximately 11.44% work in the retail sector. Notably, the Focus Area has a high rate of workers in "blue collar" jobs. Specifically, 10.55% of are in the construction industry, which is twice the share of those workers in the City. Approximately 7.97% of the workforce in the Focus Area work in manufacturing, which is higher than that of both the City and County. Additionally, 7.93% of the workforce in the Focus Area work in the transportation, warehousing, and utility industries. Based on these findings, there is opportunity to promote more manufacturing, transportation, and warehousing jobs in the Yard as many workers with this industry experience live in the Focus Area. Additionally, there is opportunity to support additional retail, health services, and art-focused enterprises in the legacy Hillyard Business District and the planned E. Wellesley Business District.

Finding #11 – Class of Worker – Most Focus Area workers are employed at a private company (85.68%) when compared to the City (79.90%) except for CT 2.02 (71.90%). The Focus Area has few government employees (10.29%) when compared to the City (14.80%); except for CT 2.02 (18.80%). The Focus Area has a lower percentage of self-employed individuals (4.02%) compared to the City (5.10%); except for CT 2.02 (9.20%). There is opportunity to support additional private employers in the Focus Area to serve the existing population. Also, there may be opportunity to provide programs and resources that support entrepreneurship and small-business start-up through education, financial services, and affordable workspaces.

Population Characteristics

Population Trends and Forecast

Table 2.2.1.a displays the historical population trends/statistics between 2010 and 2021 for the City of Spokane, the County, the State of Washington and the census tracts (CTs) comprising the Focus Area. When reviewing the Census data, Spokane's 2021 population was 225,709. This represents a 9.28% (or 19,168-person) population increase since 2010. In 2021, the State of Washington's population was 7,617,364; this is a 16.10% increase from its 6,561,297 population in 2010. Spokane County's 2021 population was 531,477 individuals; the County grew 15.22% from its 2010 population of 461,262. In general, the City of Spokane has shown a slower growth rate when compared to the County and State. Based on the Washington Office of Financial Management (OFM) population forecasts, the City's population is expected to grow to 236,698 in population by 2037 compared to the County's future population estimate of 583,409 and the Washington State estimate of 8,887,396 (the next state/regional forecast is expected to occur in 2024).

For the four (4) CTs that comprise the majority of the Focus Area, the total estimated population for 2021 was 12,807 individuals. Over the last decade, all four CTs have shown consistent population losses. For the combined CT's, the Focus Area has experienced 6.11% decline in population between 2010 and 2021. Notably, the CTs comprising the legacy Hillyard neighborhood show a 12.63% decline since 2010. CT 16 and CT 144 demonstrate a 2.36% and 2.92% decline, respectively, during this same timeframe. As the community plans for the area's future, there is opportunity to improve quality of life, add jobs/services, and increase housing choices as strategies to attract and retain households. As the State and County populations are forecasted to grow substantially by 2037, there is an opportunity to plan for the Focus Area to absorb a portion of the regional population growth.

Table 2.2.1.a. Historical Population Trends

	Population Statistics by Geographic Area							
Year	*Washington State*	*Spokane County*	*CT 2.01*[1]	*CT 2.02*[1]	*CT 16*[2]	*CT 144*[3]	*Focus Area Combined CTs*[4]	*City of Spokane*
2010	6,561,297	461,262	5,053		3,595	5,029	13,677	206,541
2015	6,985,464	480,832	4,703		3,667	4,718	13,088	210,695
2021	7,617,364	531,477	4,415		3,510	4,882	12,807	225,709
Population Change 2010-2015 (Number)	424,167	19,570	-350		72	-311	-589	4,154
Population Change 2010-2015 (Percent)	6.46%	4.24%	-6.93%		2%	-6.18%	-4.31%	2.01%

Table 2.2.1.a. Historical Population Trends

	Population Statistics by Geographic Area							
Year	*Washington State*	*Spokane County*	*CT 2.01*[1]	*CT 2.02*[1]	*CT 16*[2]	*CT 144*[3]	*Focus Area Combined CTs*[4]	*City of Spokane*
Population Change 2015-2021 (Number)	631,900	50,645	-288		-157	164	-281	15,014
Population Change 2015-2021 (Percent)	6.46%	4.24%	-6.93%		-2.00%	-6.18%	-4.16%	2.01%
Population Change 2010-2021 (Percent)	16.10%	15.22%	-12.63%		-2.36%	-2.92%	-6.11%	9.28%
2037 Population Forecast (OFM)	8,887,396	583,409 (176,780 unincorp-orated)	N/A		N/A	N/A	N/A	236,698

1. Prior to 2021 census data, CTs 2.01 and 2.02 were combined as CT 2.

2. Focus Area covers a portion of CT 16 (the western portions are outside the Focus Area).

3. Focus Area covers a portion of CT 144 (the southern portions are outside the Focus Area).

4. Statistics reflect a weighted calculation of CTs 2.01, 2.02, 16, and 144

Source: Washington Office of Financial Management (OFM) and the US Census / American Community Survey 2021-5-year estimates

Race and Ethnicity

At nearly 20% on average across its CTs, the Focus Area contains a larger share of minorities than that of the city. Eighty three percent (83.10%) of the City of Spokane residents are white compared to 85.80% in the County and 71.70% in Washington. The City's minority population hovers around 16.90% which is similar to the County (14.20%) but much lower than the State (28.30%); this includes individuals that identify as non-white and/or Hispanic. The City's Hispanic (or Latino/Latina) population is 6.80% which is on par with the County (6.20%) but less than half that of the State (13.20%). Additionally, 7.50% of Spokane residents identify as two or more races as compared to the County (6.80%) and State (8.60%).

Notably, there are larger minority concentrations in CT 16 (21.6%) and CT 144 (20.3%); whereas the CTs comprising the Hillyard residential areas and its business district have a minority population that closely aligns with that of the City (16% in CT 2.01 and 17% in CT 2.02). The following list summarizes the findings by racial and ethnic background (pursuant to the Census categories). Figure XXX shows the percent of population within the Focus Area that are people of color.

- **White:** The CTs comprising the Focus Area show 80.72% percent of the population identify as white; this is slightly less that the City (83.10%). The highest concentration is in the Hillyard residential areas and its business district (84% in CT 2.01 and 83% in CT 2.02).

- **Black or African American:** The CTs comprising the Focus Area show that 2.73% of residents identify as black or African American, which is higher than that of the City (2.40%) and the County (1.8%). These individuals are concentrated in CT 2.01 (5.6%) and CT 16 (4.0%).
- **American Indian and Alaska Native:** The CTs comprising the Focus Area show that 1.38% of residents identify as American Indian and/or Alaska Native; which is on par with the City's demographics (1.40%). There are larger concentrations of these individuals in the central and southern portions of the Hillyard residential areas and business district (2.8% in CT 2.02).
- **Asian:** The CT's comprising the Focus Area show that 1.46% of residents identify as Asian which is lower than that of the City (2.9%) and the County (2.2%). CT 2.01 has the highest proportion of Asian residents (3.1%) when compared to the other tracts.
- **Native Hawaiian or other Pacific Islander:** The CTs comprising the Focus Area show 2.72% of residents identify as Native Hawaiian or another Pacific Islander; this share is significantly higher than that of the City (1%) and the County (0.6%). Notably, CT 2.01 shows no Native Hawaiians/Pacific Islanders residing in that geographic area.
- **Some other race:** The CT's comprising the Focus Area show that 2.51% of the residents identify as some other race (than those listed above); this is significantly higher than the City and County (both at 1.7%).
- **Hispanic (or Latino/Latina):** The Census identifies that the Focus Area has a larger share of its population that identify as Hispanic (9.93%) than the City (6.8%) and the County (6.2%). Larger concentrations of Hispanics live in CT 16 (13.2%) and CT 144 (10.5%).

These findings confirm that the Focus Area has a more diverse racial/ethnic population when compared to the City and County averages. As the community plans for the area's future, it is important to respond to the unique demographic makeup in terms of commercial services, cultural amenities, and even housing to result in a welcoming environment for both current and future households.

Table 2.2.2.a. Race and Ethnicity

		Percent of Population by Geographic Area							
Race/Ethnicity		***WA State***	***Spokane County***	***CT 2.01***[1]	***CT 2.02***[1]	***CT 16***[2]	***CT 144***[3]	***Focus Area Combined CTs***[4]	***City of Spokane***
Two or more races		8.60%	6.80%	4.40%	6.90%	10.50%	10.00%	8.48%	7.50%
One Race	White	71.70%	85.80%	84.00%	83.00%	78.40%	79.70%	80.72%	83.10%
	Black or African American	3.90%	1.80%	5.60%	0.80%	4.00%	0.60%	2.73%	2.40%
	American Indian and Alaska Native	1.20%	1.20%	0.30%	2.80%	1.30%	1.70%	1.38%	1.40%
	Asian	9.00%	2.20%	3.10%	0.00%	0.00%	1.90%	1.46%	2.90%
	Native Hawaiian and Other Pacific Islander	0.70%	0.60%	0.00%	2.50%	3.80%	3.70%	2.72%	1.00%
	Some other race	5.00%	1.70%	2.60%	4.00%	2.00%	2.40%	2.51%	1.70%
Hispanic or Latino/Latina		13.20%	6.20%	6.10%	8.00%	13.20%	10.50%	9.93%	6.80%
Minority Population		28.30%	14.20%	16.00%	17.00%	21.60%	20.30%	19.28%	16.90%

1. Prior to 2021 census data, CTs 2.01 and 2.02 were combined as CT 2.

2. Focus Area covers a portion of CT 16 (the western portions are outside the Focus Area).

3. Focus Area covers a portion of CT 144 (the southern portions are outside the Focus Area).

4. Statistics reflect a weighted calculation of CTs 2.01, 2.02, 16, and 144

Source: US Census / American Community Survey 2021-5-year estimates

Age

Table 2.2.3.a. compares the median age and cohorts amongst state and local averages. Spokane's median population age is 36.4 which is younger than that of the County (37.9) and the State (37.9). The largest age cohort amongst the City, County, and State is 25-34 years; in the City this represents 17.3% of all the age cohorts. The next two largest for all three geographic areas include the 35-44 and 45-54 cohorts.

Spokane's senior community (individuals 65 years or older) represent 15.61% of the total population compared to 16.18% of the County and 15.46% of the State. Spokane has the largest segment of children (individuals under 18 years of age) at 17.50% when compared to both the State (12.40%) and the County (13.80%). Approximately 63.30% of the City's population is within the prime working age (16-65 years of age), compared to 61.70% of the County's and 62.40% of the State's. Another observation is that 37.90% of Spokane's population (age 16+ years) is not in the labor force which is greater than the State (35.30%) but less than Spokane County (38.20%); this suggests that a large portion of residents may be unavailable to fill current and future employment positions or there are simply not enough jobs to fill the local demand (more investigation is warranted to better understand this situation).

For the Focus Area, the largest age cohort is 25-34 years of age in CTs 2.02, 16, and 144; whereas the 45-54 cohort is the largest of CT 2.01 which suggests that the majority of residents in Hillyard are young and middle-aged adults. When applying a weighted percentage value to the CTs comprising the Focus Area, 12.73% of the population are seniors over 65 which is lower than the share of the City (15.61%). When looking closer at each CT, there is a concentration of seniors in the northwest portion of the Hillyard Neighborhood (14.38% in CT 2.01, 10.60% in CT 2.02, 11.88% in CT 16, and 12.93% in CT 144).

Hillyard has a relatively high percentage of children under 18 (24.15%) versus the City (22.1%) and the County (21.1%); this statistic combined with the prevalence of adults in the 25-34 year age range suggests a possible predominance of young families in the Focus Area. The Focus Area has 63.10% of its population within the prime working age (18-65 years of age), which is closely comparable to the City at 63.30%.

As the community plans for its future, it is important to accommodate the existing, future, and aging residents in terms of age and generational needs. Notably, the Focus Area has a larger concentration of young families with children which justifies the need for larger, multi-bedroom dwelling units, schools/higher education services, and public amenities. Furthermore, it is important to recognize and plan for senior populations (and individuals that will age in place over the next few decades). Planning solutions may focus on walkability measures, access improvements, nearby commercial services, and opportunities to provide social and enrichment programs so that older generations are welcomed and thrive in the area.

Table 2.2.3.a. Age Cohorts and Median Age

	Percent of Population by Geographic Area							
Age Groups / Age Statistics	***WA State***	***Spokane County***	***CT 2.01[1]***	***CT 2.02[1]***	***CT 16[2]***	***CT 144[3]***	***Focus Area Combined CTs[4]***	***City of Spokane***
Under 5 years	5.90%	5.90%	4.70%	9.00%	6.80%	8.30%	7.12%	5.60%
5 to 9 years	6.20%	6.20%	3.10%	9.20%	6.20%	6.50%	5.91%	6.10%
10 to 14 years	6.30%	6.30%	9.20%	4.10%	8.90%	7.20%	7.80%	6.00%
15 to 19 years	6.00%	6.40%	6.70%	9.90%	6.60%	5.30%	6.49%	5.90%
20 to 24 years	6.30%	6.50%	4.30%	9.20%	7.30%	2.50%	4.97%	7.10%
25 to 34 years	15.10%	14.90%	13.60%	18.10%	16.20%	15.70%	15.60%	17.30%
35 to 44 years	13.70%	12.80%	13.80%	3.70%	13.40%	13.20%	12.36%	12.40%
45 to 54 years	12.30%	11.80%	17.90%	12.80%	9.90%	14.00%	13.66%	11.40%
55 to 59 years	6.30%	6.20%	4.30%	5.30%	5.40%	8.30%	6.24%	6.00%
60 to 64 years	6.40%	6.80%	7.90%	8.20%	7.60%	6.10%	7.16%	6.50%
65 to 74 years	9.60%	10.00%	10.90%	5.30%	7.60%	8.80%	8.58%	9.80%
75 to 84 years	4.10%	4.30%	2.8%	4.60%	3.50%	3.20%	3.34%	3.80%
85 years and older	1.70%	1.80%	0.70%	0.70%	0.80%	0.90%	0.80%	2.00%
Under 18 years	22.10%	22.10%	15.80%	27.90%	45.60%	8.30%	24.16%	21.10%
65 years and older	15.46%	16.18%	14.38%	10.60%	11.88%	12.93%	12.73%	15.61%
Adults in Prime Working Age (18 to 65)	62.4%	61.7%	64.7%	66.3%	61.9%	62.10%	**63.12%**	63.3%
Population not in Labor Force (age 16+ years)	35.30%	38.20%	43.40%	40.20%	39.90%	30.10%	37.05%	37.90%
Median Age (years)	37.9	37.9	39.9	28.1	33.9	38.2		36.4

1. Prior to 2021 census data, CTs 2.01 and 2.02 were combined as CT 2.

2. Focus Area covers a portion of CT 16 (the western portions are outside the Focus Area).

3. Focus Area covers a portion of CT 144 (the southern portions are outside the Focus Area).

4. Statistics reflect a weighted calculation of CTs 2.01, 2.02, 16, and 144

Source: US Census / American Community Survey 2021-5-year estimates

Education Attainment

Table 2.2.4.a. shows and compares the educational attainment rates amongst state and local averages. Spokane has a higher rate of basic education attainment and a lower rate of advanced education attainment when compared to the State but is generally in line with the County across all categories of educational attainment. Specifically, 22.50% of Spokane residents (aged 25+) are high school graduates compared to 23.20% in the County and 21.80% in the State. However, only 32.40% of Spokane residents (aged 25+) have a bachelor's degree or higher compared to 37.30% in the State. Approximately 12.20% of City residents have a graduate or professional degree which is lower than the State (14.20%) but slightly higher than the County (11.30%).

For the Focus Area, educational attainment trends coincide with those of the City – but are much more pronounced; most of the CTs comprising the Focus Area show a higher rate of basic education attainment and a significantly lower rate of advanced education attainment when compared to the City, County, and State. High school graduates in Hillyard comprise a whopping 36.51% of the population over 25, compared to 22.50% of the City. By contrast, only 14.08% of Hillyard residents (aged 25+) have a bachelor's degree or higher compared to 32.40% in the City and 37.30% in the State. Only 5.28% of Focus Area residents have a graduate or professional degree – over half that of the City (12.20%), County (11.30%), and State (14.20%).

When planning for economic development (and enticing new industries), a highly educated and trained workforce are important considerations for potential employers to locate to a given community (or specific neighborhood within the City). The strong presence of high school graduates in the City will support construction, retail, and service-oriented professions but may fail to attract tech-based or medical research companies without additional drivers (such as quality of life considerations, public amenities, and /or incentives). At the same time, it is important to provide educational resources so that residents obtain job skills that will translate into economic prosperity for them and their families. Through the planning process, the community may choose to prioritize public services and enrichment programs that advanced the educational attainment and job skills to improve economic opportunity for area residents. Educational support could be instrumental in attracting jobs and economic development in the community's legacy industrial areas and business districts.

Table 2.2.4.a. Education Attainment for population 25 years and older								
	Percent of Population by Geographic Area							
Highest Educational Attainment (population 25 years or older	***WA State***	***Spokane County***	***CT 2.01[1]***	***CT 2.02[1]***	***CT 16[2]***	***CT 144[3]***	***Focus Area Combined CTs[4]***	***City of Spokane***
Less than 9th grade	3.50%	1.80%	3.80%	5.00%	5.10%	1.30%	3.26%	2.30%
9th to 12th grade, no diploma	4.60%	4.00%	5.20%	0.20%	9.20%	2.20%	4.58%	4.60%
High school graduate (includes equivalency)	21.80%	23.20%	36.50%	24.10%	42.70%	35.40%	36.51%	22.50%
Some college, no degree	22.70%	26.20%	27.40%	38.00%	25.50%	28.30%	28.26%	25.90%
Associate's degree	10.20%	13.30%	12.90%	16.10%	9.80%	15.20%	13.31%	12.20%
Bachelor's degree	23.10%	20.20%	10.20%	10.10%	5.80%	9.60%	8.81%	20.30%
Graduate or professional degree	14.20%	11.30%	4.10%	6.40%	2.00%	8.00%	5.31%	12.10%
High school graduate or higher (25+)	91.90%	94.20%	91.00%	94.70%	85.70%	96.50%	92.15%	93.10%
Bachelor's degree or higher (25+)	37.30%	31.50%	14.30%	16.50%	7.80%	17.50%	14.08%	32.40%

1. Prior to 2021 census data, CTs 2.01 and 2.02 were combined as CT 2.

2. Focus Area covers a portion of CT 16 (the western portions are outside the Focus Area).

3. Focus Area covers a portion of CT 144 (the southern portions are outside the Focus Area).

4. Statistics reflect a weighted calculation of CTs 2.01, 2.02, 16, and 144

Source: US Census / American Community Survey 2021-5-year estimates

English Speaking Ability

Table 2.2.5.a. shows and compares the levels of English-speaking ability (aged 5 or older) amongst state and local averages. Most Spokane residents speak English-only at home (91.60%) compared to 92.60% in the County and 79.70% in the State. Only 8.40% of Spokane residents speak languages other than English at home compared to 7.40% in the County and 20.30% in the State. For those that speak other languages at home, the Spokane residents are also able to speak/comprehend English quite well; only 3.20% of residents do not speak English well.

For the Focus Area, a larger share of families speak a language other than English at home (13.49%) compared to that of the City and County. There are portions of the Focus Area where individuals speak English "less than very well"; this is particularly prevalent in CT 2.01 (5.9%) and CT 16 (10.5%). A correlating factor for the high prevalence of multilingual families in Hillyard may be the relatively large Hispanic (or Latino/Latina) population at 9.96% compared to the City's Hispanic

population at 6.80% and the County at 6.20%. The larger share of Asian residents compared to that of the City in CT 2.01 may also be a contributor to the English-speaking ability of the Focus Area. (see Section 2.2.2 above for additional detail on race and ethnicity demographics).

As the community plans for the Focus Area, it will be important to be mindful of the various languages spoken amongst area households. There may be opportunities to acknowledge the linguistic abilities/preferences through signage, wayfinding improvements (i.e., additional languages or icon imagery), and enrichment programs so all community members feel welcomed and effectively accommodated.

Table 2.2.5.a. English Ability, population 5 years and over

	Percent of Population by Geographic Area							
English Use / Ability (Population 5 years or older)	***WA State***	***Spokane County***	***CT 2.01[1]***	***CT 2.02[1]***	***CT 16[2]***	***CT 144[3]***	***Focus Area Combined CTs[4]***	***City of Spokane***
Speaks English Only at Home (age 5 or older)	79.70%	92.60%	87.00%	93.10%	79.70%	89.30%	86.51%	91.60%
Speaks Language other than English at Home (age 5 or older)	20.30%	7.40%	13.00%	6.90%	20.30%	10.70%	13.49%	8.40%
Speaks English Less than Very Well (age 5 or older)	7.60%	2.50%	5.90%	2.60%	10.50%	3.00%	5.72%	3.20%

1. Prior to 2021 census data, CTs 2.01 and 2.02 were combined as CT 2.

2. Focus Area covers a portion of CT 16 (the western portions are outside the Focus Area).

3. Focus Area covers a portion of CT 144 (the southern portions are outside the Focus Area).

4. Statistics reflect a weighted calculation of CTs 2.01, 2.02, 16, and 144

Source: US Census / American Community Survey 2021-5-year estimates

Household Characteristics

Household Characteristics Summary

Table 2.3.1.a summarizes key household characteristics for Spokane compared to the County, State of Washington, and the census tracts comprising the Focus Area. Spokane's average household size is 2.32 individuals which is lower than the County (2.46 individuals) and the State (2.55 individuals) The average family size in Spokane is 3 individuals; this is slightly less than both the County (3.03 individuals) and the State (3.1 individuals); these findings are in keeping with population age demographics suggesting a prevalence of young families in the region (see section 2.2.3 above).

The City has a smaller share of households with children (26.90%) compared to the County (29.40%) and the State (30.40%). Finally, 27.70% of Spokane's households have one or more senior individuals (aged 65 years of age or older), which is fewer than the households rates in the County (29.50%) and in the State (28.40%). These statistics, combined with the average household size figures above, suggest that a typical Spokane residential unit houses a smaller number of occupants as compared to both the County and State. This condition may necessitate a wider variety of housing options to accommodate families in need of housing other than the single family detached 3-4 bedroom unit (see Section 3 below for more information on housing conditions and constraints in Spokane and within the focus area).

For the Focus Area, the average household size is 2.50 individuals per dwelling unit; household sizes are larger in CT 16 (2.52) and CT 144 (2.78). Additionally, 30.85% of the Focus Area households have children which is higher than the City (26.9%) and the County (29.4%); CT's 16 and 144 have high rates of children living in households (at 32.7% and 36.5%, respectively). The average family size of the Focus Area is slightly larger than that of the City and County, CT 16 contains the largest average family size out of the other CTs at 3.15 individuals. Conversely, the Focus Area has a smaller senior segment (24.43%) than the City, County, and State.

As the community plans for its future, there may be need for a variety of housing options to accommodate household makeup. Specifically, the Focus Area has higher household and family sizes; this may warrant larger, multi-bedroom units. This also translates into a need for commercial services, recreational amenities, and educational services.

Table 2.3.1.a. Household Characteristics Summary

	Number/Percent of Population by Geographic Area							
Household Characteristics	***WA State***	***Spokane County***	***CT 2.01[1]***	***CT 2.02[1]***	***CT 16[2]***	***CT 144[3]***	***Focus Area Combined CTs[4]***	***City of Spokane***
Average household size	2.55	2.46	2.28	2.13	2.52	2.78	2.50	2.32
Average family size	3.1	3.03	2.99	3.12	3.15	3.10		3.00
Households with one or more people under 18 years (Children)	30.40%	29.40%	24.80%	24.00%	32.70%	36.50%	30.85%	26.90%
Households with one or more people 65 years or older (Seniors)	28.40%	29.50%	27.90%	17.50%	25.80%	23.30%	24.43%	27.70%

1. Prior to 2021 census data, CTs 2.01 and 2.02 were combined as CT 2.

2. Focus Area covers a portion of CT 16 (the western portions are outside the Focus Area).

3. Focus Area covers a portion of CT 144 (the southern portions are outside the Focus Area).

4. Statistics reflect a weighted calculation of CTs 2.01, 2.02, 16, and 144.

Source: US Census / American Community Survey 2021-5-year estimates

Household Income / Financial Hardship

Table 2.3.2.a displays the household income and potential financial hardship indicators for State and local geographies. The median household income in Spokane is $56,977 which is lower than both the County ($64,079) and the State median ($82,400). These same income disparities are present when comparing per capita income; for Spokane, per capita incomes hover at $32,001 compared to $34,340 in the County and $43,817 in the State. For those that rent their residences, over 50% of Spokane households are considered cost burdened, meaning 30 percent or more of their income goes to rental payments; this is in line with conditions at the County and State levels.

Financial disparities in the City are further prevalent when examining the rates of poverty and public assistance. Spokane has a 15.60% poverty rate which is higher than that of the County (12.50%) and the State (10.00%). In looking closer, 6.2% of City households receive supplemental social security income, 5.0% receive cash assistance, and 19.8% receive food stamp/SNAP benefits; these are all higher shares than that of both the City and the State.

Lastly, a significant portion of the population in the City and County are not in the labor force (37.90% and 38.20%, respectively) compared to the State (35.30%). This could be attributed to a variety of causes ranging from medical hardship, lack of skills, age, or other unique conditions that

limit an individual from obtaining economic opportunity (which further contributes to financial hardship for those living in Spokane and the greater region).

For the Focus Area, the median household incomes are mostly below that of the City, County, and State; though CT 144 shows a median income of $60,850 which is higher than that of the City. The per capita income for households in the Focus Area is between $21,409 and $26,904; these income levels are significantly less than City, County, and State averages. Interestingly, 47.63% of those that rent in the Focus Area on average are considered cost burdened; however, CT 144's cost burden rates are much lower than the others at 32.2%.

The average household poverty rate for the CTs comprising the Focus Area hover around 18.5%. Notably, higher household poverty rates are concentrated in CT 2.01 (16.4%), CT 2.02 (27.9%), and CT 16 (29.5%). It's also important to note that 24.16% of children residing in the Focus Area are living below the poverty level; this is most prevalent in CT 2.02 (23.10%), CT 16 (26.2%), and CT 144 (25%). Another observation is that households within the Focus Area have much higher rates of public assistance compared to City and County averages: 7.55% of households receive supplemental social security income, 6.28% receive cash assistance, and 31.79% receive food stamp/SNAP benefits.

Through the subarea planning process, it will be important to acknowledge and respond to the income and financial hardship characteristics that exist in both the City and the Focus Area. Planning strategies should focus on affordable housing, displacement safeguards, and commercial services that benefit cash burdened households. Furthermore, strategies should also prioritize educational services and job skills training to improve economic opportunity for residents. Importantly, there is both a need and opportunity to attract new employers to the Focus Area that provide living wage jobs and provide for upward mobility. These actions are believed to improve the financial conditions for those living in the Spokane region.

Table 2.3.2.a. Household Income and Financial Hardship								
	Number/Percent of Population by Geographic Area							
Household Characteristics	***WA State***	***Spokane County***	***CT 2.01[1]***	***CT 2.02 [1]***	***CT 16[2]***	***CT 144[3]***	***Focus Area CTs[4]***	***City of Spokane***
Median household income ($)	$82,400	$64,079	$39,756	$37,330	$43,630	$60,850		$56,977
Per capita income	$43,817	$34,340	$23,643	$21,409	$22,188	$26,904		$32,991
Cost Burdened Households (gross rent ≥30% of household income – **Rental Situations Only**)	48.2%	50.0%	49.0%	56.5%	50.0%	32.2%	47.63%	50.3%
Poverty rate	10%	12.50%	16.40%	27.90%	29.50%	9.20%	18.50%	15.60%
Senior Poverty (65+ years)	7.60%	8.40%	15.90%	4.10%	37.40%	5.70%	12.73%	10.60%
Children Poverty (>18 years)	22.10%	22.10%	20.90%	23.10%	26.20%	25.00%	24.16%	21.10%
Households receiving Supplemental Social Security Income	4.60%	5.60%	8.60%	7.70%	8.20%	6.20%	7.55%	6.20%
Households receiving Cash Public Assistance	3.20%	4.30%	8.00%	10.10%	9.50%	1.00%	6.28%	5.00%
Households receiving Food Stamp/SNAP Benefits	11.20%	15.80%	37.70%	38.70%	42.20%	16.50%	31.79%	19.80%
Population not in Labor Force (age 16+ years)	35.30%	38.20%	43.40%	40.20%	39.90%	30.10%	37.05%	37.90%

1. Prior to 2021 census data, CTs 2.01 and 2.02 were combined as CT 2.

2. Focus Area covers a portion of CT 16 (the western portions are outside the Focus Area).

3. Focus Area covers a portion of CT 144 (the southern portions are outside the Focus Area).

4. Statistics reflect a weighted calculation of CTs 2.01, 2.02, 16, and 144.

Source: US Census / American Community Survey 2021-5-year estimates

Employment Characteristics

Unemployment Rates and Trends

Table 2.4.1.a lists the historical unemployment trends and local workforce characteristics for the State and local geographies. As a remarkable finding, the City of Spokane has a higher rate of unemployment than the State, County, and even national averages. The Census 5-year unemployment rates for Spokane hovers around 6.2% compared to 5.7% in Spokane County, 5.1% for the State, and 5.5% nationally.

Based on the U.S. Bureau of Labor Statistics, the City's unemployment rate dropped to 5.1% by March 2023 but remains higher than the County at 5.7% and the State at 5.1%. Of those 16 years or older, 37.9% of Spokane residents are not in the labor force which is slightly higher than the County (38.2%) and Washington State (35.3%). It is also important to note that the COVID-19 pandemic (starting in March/April 2020) resulted in staggering unemployment across the Nation; Spokane was hit particularly hard during this time period with a 17.50% unemployment rate compared to 16% in the State and County, and 14.7% nationally.

For the Focus Area, the 5-year unemployment trends are higher at 6.83% when compared to City, State, and national rates (notably, the Bureau of Labor Statistics does not provide unemployment statistics at the census tract levels). At the same time, 37.05% of the population 16 years of age or older are not within the labor force; this is slightly less than that of the City, County, and State.

For long-range planning and economic development efforts, the resulting strategies should prioritize educational resources, job training skills, and recruiting quality employment in and around the Focus Area (as this will benefit residents in both local and regional geographies). Additionally, there are opportunities to provide community amenities, housing, and commercial services that would be attractive to potential employers and employees; many times, cities and neighborhoods compete with other metropolitan areas for potential employers, thus it is important to create an attractive environment and well-trained workforce.

Table 2.4.1.a. Unemployment Trends					
	Number/Percent of Population by Geographic Area				
Topic	*United States*	*WA State*	*Spokane County*	*Focus Area CTs[4]*	*City of Spokane*
5-year Unemployment Rate (census data)[1]	5.50%	5.10%	5.70%	6.83%	6.20%
1 yr Unemployment Rate[2] (March 2023)	3.50%	4.20%	5.00%	n/a	5.10%
1 yr Unemployment Rate[2] (March 2022)	3.60%	4.20%	5.00%	n/a	5.20%
1 yr Unemployment Rate[2] (January 2023)	3.40%	5.00%	6.10%	n/a	6.20%
1 yr Unemployment Rate[2] (January 2022)	4.00%	4.70%	5.40%	n/a	5.50%
1 yr Unemployment Rate[2,3] (March 2020) COVID-19 onset	6.10%	5.70%	5.90%	n/a	6.10%
1 yr Unemployment Rate[2,3] (April 2020) COVID-19 onset	14.70%	16.00%	16.00%	n/a	17.50%
Population 16 years and over (numbers)	264,087,642	6,120,915	426,291	10,001	182,768
Population 16 years and over (percent of total population)	80.09%	80.35%	80.21%	78.09%	80.98%
Population not in Labor Force (age 16+ years)	36.40%	35.30%	38.20%	37.05%	37.90%

1. Based on US Census / American Community Survey 2021-5-year estimates.

2. Based on U.S. Bureau of Labor Statistics.

3. Unemployment numbers reflecting the onset months of the COVID-19 pandemic.

4. Statistics reflect a weighted calculation of CTs 2.01, 2.02, 16, and 144.

Source: US Census / American Community Survey 2021-5-year estimates, and the U.S. Bureau of Labor Statistics

Employment Industry

Table 2.4.2.a identifies the employment industries for workers 16 years of age or older while comparing data amongst various geographic areas. Jobs in educational services, and health care and social assistance account for the largest employment industry in the City (27.7%), County (26.9%), and the State (21.5%). Retail trade is the next highest employment industry in the City (11.4%) compared to the County (15%) and the State (11.6%). Employment in the arts, entertainment, and recreation, and accommodation and food services make up 11.3% of the jobs in the City and 17.9% in the County. Professional, scientific, management, administrative, and waste management services jobs account for 11.2% of jobs in the City and 9.9% in the County. The manufacturing industry employs 7% of the City's workforce, which is higher than the County (6%) but generally in line with the State (7.4%)

For the Focus Area, the top employment industries are consistent with those in the City as a whole. At 19.5%, most workers in the Focus Area are employed in educational services, health care, and/or social assistance. Notably, the Focus Area has twice the rate of construction workers (10.55%) when compared to the City. Also, the Focus Area has a higher rate of employees in the manufacturing, wholesale trade, transportation, warehousing, and utility industries when compared to the City. Like the City and County, many Focus Area residents (11.46%) are employed in the arts, entertainment, and accommodations industry. These employment industry trends track with the education attainment statistics for the region; many individuals in the Focus Area has a high school diploma though few have a bachelor's degree or higher. (See subsection 2.2.4 above for those educational findings).

Additional investigation would be necessary to determine whether Focus Area residents are employed primarily within the local vicinity, or if workers are commuting outside the area for their job. Based on the Census 2021 5-year estimates the mean travel time for workers in the Focus Area is roughly 23 minutes, with 78% of those workers commuting via personal vehicle, indicating that most Hillyard residents are likely commuting outside of the neighborhood for work and incur the associated transportation costs. This is an important consideration in retaining a quality workforce in the Hillyard and surrounding neighborhoods.

When planning for the economic development and quality of life enhancements in the Focus Area, it is important to recognize the employment industries where residents make their living. First, there is opportunity to capitalize on current job skills as the City/County/NEPDA implements their industry recruitment activities; many times, industries want to locate where there is a skilled workforce. Second, certain industries want to locate near other complementary enterprises (e.g., the manufacturing, distribution, and warehousing businesses in the Yard). Third, there is opportunity to recruit new employers to the Focus Area (especially the Yard) to reduce the commuting times and associated costs to residents; the savings (both time and money) can be spent in the neighborhoods.

Table 2.4.2.a. Employment Industry								
	Number/Percent of Employed Civilian Population by Geographic Area							
Employment Statistics / Employment Industry	***WA State***	***Spokane County***	**CT 2.01[1]**	***CT 2.02[1]***	**CT 16[2]**	***CT 144[3]***	***Focus Area CTs[4]***	***City of Spokane***
Civilian employed population 16 years and over	157,510,982	3,701,656	245,504	1,327	552	2,430	5,840	106,041
Agriculture, forestry, fishing and hunting, and mining	2.40%	1.30%	0.00%	0.00%	0.00%	4.20%	1.75%	1.20%
Construction	7.10%	6.80%	5.00%	19.00%	10.50%	11.70%	10.55%	5.20%
Manufacturing	9.40%	7.40%	6.00%	3.80%	10.80%	8.20%	7.97%	7.00%
Wholesale trade	2.60%	3.40%	6.60%	1.10%	7.40%	5.80%	5.96%	2.90%
Retail trade	11.60%	11.40%	15.00%	13.40%	12.30%	8.50%	11.44%	11.40%
Transportation and warehousing, and utilities	5.60%	5.60%	4.40%	15.80%	7.90%	8.10%	7.93%	4.70%
Information	2.20%	1.80%	0.50%	2.20%	0.90%	1.60%	1.22%	1.70%
Finance and insurance, and real estate and rental and leasing	5.30%	7.00%	2.70%	4.70%	12.10%	6.40%	6.89%	7.10%
Professional, scientific, and management, and administrative and waste management services	14.00%	10.10%	9.90%	2.90%	11.00%	7.70%	8.61%	11.20%
Educational services, and health care and social assistance	21.50%	26.90%	22.50%	27.90%	11.50%	21.00%	19.50%	27.70%
Arts, entertainment, and recreation, and accommodation and food services	8.70%	9.40%	17.90%	3.60%	12.00%	9.40%	11.46%	11.30%
Other services, except public administration	4.50%	4.60%	6.90%	5.60%	2.60%	5.50%	5.07%	4.40%

Table 2.4.2.a. Employment Industry								
	Number/Percent of Employed Civilian Population by Geographic Area							
Employment Statistics / Employment Industry	***WA State***	***Spokane County***	***CT 2.01[1]***	***CT 2.02[1]***	***CT 16[2]***	***CT 144[3]***	***Focus Area CTs[4]***	***City of Spokane***
Public administration	5.00%	4.40%	2.60%	0.00%	1.00%	2.00%	1.69%	4.30%
Mean travel time to work (minutes)	27.70	22.00	27.20	19.70	27.40	17.40		20.50

1. Prior to 2021 census data, CTs 2.01 and 2.02 were combined as CT 2.

2. Focus Area covers a portion of CT 16 (the western portions are outside the Focus Area).

3. Focus Area covers a portion of CT 144 (the southern portions are outside the Focus Area).

4. Statistics reflect a weighted calculation of CTs 2.01, 2.02, 16, and 144.

Source: US Census / American Community Survey 2021-5-year estimates

Class of Workers (Employer Type)

Table 2.4.3.a highlights the class of workers at the State, County, and local levels. Class of worker describes how an individual is employed; whether through a private employer, government agency, or self-employment. These finding also account for unpaid family workers. The majority of workers in Spokane (79.9%) hold positions with private entities; this is in line with the County (78.9%) and the State of Washington (78.5%). In the City, 14.8% of the working individuals are employed with government agencies compared to 15.5% in the County and 15.6% in the State.

For the Focus Area, 85.68% of the working individuals are employed by a private entity and 10.29% work for a government agency. Notably, 9.20% of the workers in CT 2.02 are self-employed which is near double the rate found in the City average (5.10%).

In planning for economic opportunity and future employment in the Focus Area, it is important to acknowledge that most residents work for a private entity and the southern portions of the legacy Hillyard residential area include a concentration of self-employed individuals. Future economic development strategies should prioritize land, incentives, infrastructure, and other public investments that would entice more private companies to set up in the Focus Area as most residents are experienced to work for those types of enterprises.

Table 2.4.3.a. Class of Worker

	Number/Percent of Employed Civilian Population by Geographic Area							
Employment Statistic / Class of Worker	***WA State***	***Spokane County***	**CT 2.01[1]**	***CT 2.02 [1]***	**CT 16[2]**	***CT 144[3]***	***Focus Area CTs[4]***	***City of Spokane***
Civilian employed population 16 years and over	157,510,982	3,701,656	245,504	1,327	552	2,430	5,840	106,041
Private wage and salary workers	78.50%	78.90%	90.70%	71.90%	91.50%	82.40%	85.68%	79.90%
Government workers	15.60%	15.50%	8.80%	18.80%	5.00%	12.50%	10.29%	14.80%
Self-employed in own not incorporated business workers	5.70%	5.40%	0.50%	9.20%	3.50%	5.10%	4.02%	5.10%
Unpaid family workers	0.20%	0.30%	0.00%	0.00%	0.00%	0.00%	0.00%	0.20%

1. Prior to 2021 census data, CTs 2.01 and 2.02 were combined as CT 2.

2. Focus Area covers a portion of CT 16 (the western portions are outside the Focus Area).

3. Focus Area covers a portion of CT 144 (the southern portions are outside the Focus Area).

4. Statistics reflect a weighted calculation of CTs 2.01, 2.02, 16, and 144.

Source: US Census / American Community Survey 2021-5-year estimates

Housing Conditions

Housing Overview and Key Findings

Housing Introduction

The content display in this chapter provides the results of the statistical analyses of several indicators pertaining to housing within the Focus Area. Summarized below, this data reveals the current availability, quality, price, and type of the housing stock within the Focus Area. To frame the Focus Area's state of housing within a larger context, most of the housing data of the Focus Area discussed herein is benchmarked against that of the City, State, and/or County. When used effectively, these results are an important tool for developing recommendations to improve many facets of an area including accessibility, quality-of-life, and walkability.

Key Findings

The Project Team identified the following key findings and considerations as they relate to housing in the Hillyard Focus Area.

Finding #1 – Housing Occupancy: Housing in the State of Washington and the Spokane Region have high occupancy rates suggesting the community has a tight (or competitive) residential market. Notably, the Focus Area has a 96.75% occupancy rate compared to 94.2% in the City and 94.4 in the County; this suggests a tight housing market for both renters and purchasers. There is an immediate need to plan for housing in the Focus Area and the greater Spokane Region to accommodate both current and future populations.

Finding #2 – Tenure: The Spokane Region has a larger share of owner-occupied units than rental options. In the City, 56.90% of the housing units are owner-occupied compared to 63.60% in the County and State. The west side of the Focus Area has a more even split between owner- and renter-occupied housing units, whereas the areas on the east side of US 395 show 75.4% owner-occupied units. There is both a need and opportunity to provide more rental housing in the eastern regions of the Focus Area to allow for more housing options to serve the area's diverse population (and income levels).

Finding #3 – Housing Age: The City of Spokane has a much older housing stock when compared to the State and County. In the City, 69% of all housing was constructed prior to 1980; 78.63% of the Focus Area units also predate 1980. There may be a need to develop incentives and programs to address deferred maintenance and to perform upgrades to the community's older housing stock.

Finding #4 – Housing Types: In general, the housing supply in the Spokane Region mostly comes in the form of single-family detached housing. In the City, 63.6% of the housing is single-family and 13.3% being large apartment buildings (20+ units in a structure). There is a low supply of "missing middle" housing types such as small apartments, townhouses, and duplexes. Single-family

detached dwellings comprise 76.09% of the housing units in the Focus Area, the rates are higher in the areas east of US 395. There is a need to provide additional housing options in the community to serve the diverse household make-up, income levels, and individual preferences. Small residential buildings could be a vital redevelopment option for the small sites that proliferate the Focus Area.

Finding #5 – Housing Affordability: Based on the Census data, Spokane's median home value is $236,300 which is below the County's ($273,200) and the State's ($397,600). The Focus Area has median home values between $135,200 to $175,800. Spokane's median monthly rental rate is $956 which is lower than the County ($1,007) and the State ($1,439). For those households that rent their residence, 50.3% of those living in the City pay over 30% of their monthly income towards housing. For the western half of the Focus Area, households are similarly cost burdened. These estimates are based on the 2021 Census 5-year estimates and may not fully reflect the region's housing affordability crisis (as inflation and supply chain challenges remain a concern). Notably, the City's median annual household income is $56,977 whereas, household incomes in CTs 2.01 and 2.02 are $39,756 and $37,330, respectively. Pursuant to the City's Housing Action Plan, these households can afford cottage/small-lot single family homes, duplexes, townhouses, and apartments – large-lot houses may be financially unobtainable to most households.

Housing Supply and Characteristics

Housing Units, Occupancy Rates, and Tenure

Table 3.2.1.a summarizes the current housing conditions in terms of supply, occupancy status, and structure age. There are ~99,933 housing units within the City of Spokane, with approximately 94.20% of those units being occupied, which closely matches the occupancy rate of the County (94.40%) but is generally higher than occupancy rates in the State (92.50%). These housing statistics so that Spokane has a 5.80% housing vacancy rate compared to 5.60% in the County and 7.50% in the State – this suggests a potential housing shortage in Spokane region and may lead to rising housing costs and challenge the community's ability to recruit/maintain a workforce to fill local jobs.

In the City, there is a more even split between owner-occupied and rental units (56.90% owner-occupied versus 43.10% renter-occupied), whereas the County units are 63.60% owner-occupied and 36.40% renter-occupied. This data suggests that households that choose/need to rent their residence, may be more likely to find housing within the Spokane city limits versus the unincorporated Spokane County (and its outlying municipalities) due to supply and availability.

Finally, Spokane has an older housing stock when compared to the State and local region. Nearly 70% of the existing housing units were built prior to 1980 compared to 55.20% in the County and 46.10% in the State. Due to their age, Spokane's housing units have a higher probability of containing hazardous building materials (i.e., asbestos and/or lead-based paint, which were later outlawed around 1980). Furthermore, older units have a higher probability of needed repairs (costs and liabilities that are passed on to purchasers or reflected on rental rates).

For the Focus Area, 96.75% of the current housing supply is occupied; this represents a 3.25% vacancy rate and suggests a very tight housing market. The Focus Area has a 58.14% home

ownership rate which is higher than the City's (56.9%) but lower than the County's (63.6%). CTs 2.01 and 2.02 (North and Central Hillyard) share fairly consistent numbers with the City with regard to owner/renter shares, but their housing stock is overwhelmingly dated with more than 85% of units having been built prior to 1980. As a notable observation, CT 16 (encompassing the south end of the Hillyard Business District) sees a reversal of Spokane's owner/renter split, with 53.80% of units being renter-occupied and 46.20% are owner-occupied. Also unique to the Focus Area, most of the housing units (75%) in CT 144 (the area east of US 395) are owner-occupied.

In planning for the Focus Area, the low housing vacancy rate suggests there is a high demand for additional housing; the planning strategies should prioritize new housing projects in and around the Focus Area boundaries. Furthermore, the current housing stock is old; this suggests that a portion of the existing housing may need improvements (or, in some situations, replaced with new residential projects). Additionally, the Focus Area has both homeowners and renters; the resulting housing strategies must recognize and accommodate a variety of living arrangements (e.g., build both for-sale and rental housing).

Table 3.2.1.a. Housing Units and Tenure

	Number/Percent of Housing Units by Geographic Area							
Housing Characteristic	***WA State***	***Spokane County***	***CT 2.01[1]***	***CT 2.02[1]***	***CT 16[2]***	***CT 144[3]***	***Focus Area CTs[4]***	***City of Spokane***
Total housing units	3,170,695	221,968	1,345	714	1,432	1,813	5,304	99,933
Occupied units	92.50%	94.40%	98.50%	91.50%	97.40%	97.00%	96.75%	94.20%
Owner occupied	63.60%	63.60%	51.50%	50.80%	46.20%	75.40%	58.14%	56.90%
Renter occupied	36.40%	36.40%	48.50%	49.20%	53.80%	24.60%	41.86%	43.10%
Vacant Units	7.50%	5.60%	1.50%	8.50%	2.60%	3.00%	3.25%	5.80%
Housing Age								
Housing Units Built Prior to 1980	46.10%	55.20%	85.10%	86.50%	73.10%	75.10%	78.63%	69.00%
Housing Units Built 1980 or newer	54.00%	45.00%	14.80%	13.50%	27.10%	24.70%	21.33%	31.20%

1. Prior to 2021 census data, CTs 2.01 and 2.02 were combined as CT 2.

2. Focus Area covers a portion of CT 16 (the western portions are outside the Focus Area).

3. Focus Area covers a portion of CT 144 (the southern portions are outside the Focus Area).

4. Statistics reflect a weighted calculation of CTs 2.01, 2.02, 16, and 144.

Source: US Census / American Community Survey 2021-5-year estimates

Housing Types

Table 3.2.2.a summarizes the current housing types at the State and local levels. Nearly 64% of Spokane's residential units are single-family detached houses which is consistent with both the County (65%) and the State (63%). At 13.3%, units within multifamily building (20+ units therein) represent the second largest housing type in the City, which is higher than both the County (10.3%) and the State (11.7%). Spokane also has a variety of small to mid-size multi-family buildings at percentages (or total housing units) that exceed those found in both the County and State. These smaller residential buildings typically include duplexes, townhouses, and small apartment buildings which are generally described as the "missing middle" since many American cities have a housing stock that is mostly single-family houses or large apartment complexes but a low supply of other housing types. Despite having a more diversified housing stock than the County and State, Spokane still has a somewhat limited range of housing options for its residents which could exacerbate the local housing challenges if additional housing types (and at affordable levels) are not introduced to the community.

For the Focus Area, 76.09% of the current housing units are single-family detached houses which exceeds City and County percentages. However, the Focus Area has a higher percentage of attached single-family units (3.29%) and 3-4 unit housing buildings (4.4%) when compared to the City. Most of the small-scale multi-unit structures are located near the Hillyard Business District (which is consistent with legacy mixed-use areas). The Focus Area has a smaller percentage of large-scale apartment buildings (6.63%) when compared to the City and County. Notably, there is limited housing diversity in CT 144 (the areas east of US 395); this geographic area contains 92.5% of its housing stock as single-family houses.

As the community plans for additional housing in the Focus Area, there is opportunity to attract a diverse array of housing projects with an emphasis on multi-unit buildings at varying scales to accommodate individual living preferences and income levels. This would occur as infill development on vacant or underutilized lots or as redevelopment projects that replace antiquated/abandoned buildings. There is also opportunity to introduce multi-family and attached dwellings to the east side of US 395 (where little exist today).

Table 3.2.2.a. Housing Types								
	Number/Percent of Housing Units by Geographic Area							
Housing Characteristic	***WA State***	***Spokane County***	***CT 2.01[1]***	***CT 2.02[1]***	***CT 16[2]***	***CT 144[3]***	***Focus Area CTs[4]***	***City of Spokane***
Total housing units	3,170,695	221,968	1,345	714	1,432	1,813	5,304	99,933
1 unit, detached	63.00%	65.30%	68.60%	75.60%	62.60%	92.50%	76.09%	63.60%
1 unit, attached	4.10%	3.40%	8.70%	2.80%	1.60%	0.80%	3.29%	2.80%
2 units	2.30%	2.40%	2.30%	1.50%	1.30%	0.00%	1.14%	3.10%
3-4 units	3.60%	3.00%	3.50%	6.00%	10.00%	0.00%	4.40%	4.10%
5-9 units	4.40%	4.20%	2.70%	6.60%	5.00%	0.00%	2.92%	5.30%
10 to 19 units	4.80%	5.80%	0.70%	1.30%	9.40%	0.00%	2.89%	6.20%
20+ units	11.70%	10.30%	12.00%	6.20%	10.20%	0.00%	6.63%	13.30%
Mobile home	5.90%	5.30%	1.50%	0.00%	0.00%	6.70%	2.67%	1.60%
Boat, RV, van, etc.	0.20%	0.10%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

1. Prior to 2021 census data, CTs 2.01 and 2.02 were combined as CT 2.

2. Focus Area covers a portion of CT 16 (the western portions are outside the Focus Area).

3. Focus Area covers a portion of CT 144 (the southern portions are outside the Focus Area).

4. Statistics reflect a weighted calculation of CTs 2.01, 2.02, 16, and 144.

Source: US Census / American Community Survey 2021-5-year estimates

Unit Size

Table 3.2.3.a summarizes the unit sizes by number of bedrooms; this allows the community to assess whether it can accommodate the unique household characteristics of the local population (e.g., small units are needed to accommodate small households and large units for families/multigenerational households). In the City, 58.2% of the current housing units are either 2- or 3-bedrooms (29.90% 28.30%, respectively). This generally accommodates the City's average household size of 2.32 individuals and average family size of 3 individuals (see Section 2.3.1). By contrast, the City's housing stock is 18.5% studio and 1-bedroom units when compared to that of the County at 14%; these units are most conducive for single individuals or couples without children. It's also important to note that 23.3% of total housing units in the City have 4 or more bedrooms which is lower than in the County (29.2%) but slightly higher than in the State (23%). In summary, there is a higher supply of small units in the City and a greater supply of large units in the County.

For the Focus Area, most of the current housing supply comes in the form of 2- and 3-bedroom units. Notably, 35.7% of the units are 2-bedroom and 34.44% are 3-bedroom (or 70.14% combined). Conversely, the Focus Area has a smaller percentage of large units (4+ bedrooms) at 18.7% when compared to the City at 23.3%. It's also important to note that the Focus Area's housing stock contains a smaller share of studio and 1-bedroom units (11.14%) than the that of the

City (18.5%). Most of the small units are concentrated in the area west of US 395 which is consistent with legacy neighborhoods with mixed-use business districts.

As the community plans for future housing, there are opportunities to attract a wider variety of unit sizes to accommodate the various households in the larger Spokane community. The Focus Area needs more small units to accommodate singles, couples without children, and the senior population; small units are specifically lacking on the east side of the Focus Area. At the same time, the Focus Area has larger average household and family sizes when compared to the City and State, thus, it will be vital to provide larger units to accommodate households with multiple occupants. Large units also provide opportunities for roommate situations where multiple individuals can share housing costs and reduce the housing cost burden.

Table 3.2.3.a. Unit Size (Bedrooms)

	Number OR Percent of Total by Geographic Area							
Housing Characteristic	***WA State***	***Spokane County***	***CT 2.01[1]***	***CT 2.02[1]***	***CT 16[2]***	***CT 144[3]***	***Focus Area CTs[4]***	***City of Spokane***
Total housing units	3,170,695	221,968	1,345	714	1,432	1,813	5,304	99,933
No bedroom	4.00%	2.80%	0.40%	2.10%	0.60%	0.00%	0.55%	3.60%
1 bedroom	11.60%	11.20%	14.90%	18.20%	13.10%	2.40%	10.59%	14.90%
2 bedrooms	24.30%	25.10%	34.40%	39.50%	38.30%	33.10%	35.70%	29.90%
3 bedrooms	37.10%	31.60%	37.40%	27.70%	33.30%	35.80%	34.44%	28.30%
4 bedrooms	18.00%	20.70%	8.90%	12.50%	14.40%	21.40%	15.14%	16.80%
5 or more bedrooms	5.00%	8.50%	3.90%	0.00%	0.30%	7.30%	3.57%	6.50%

1. Prior to 2021 census data, CTs 2.01 and 2.02 were combined as CT 2. | 2. Focus Area covers a portion of CT 16 (the western portions are outside the Focus Area). | 3. Focus Area covers a portion of CT 144 (the southern portions are outside the Focus Area). | 4. Statistics reflect a weighted calculation of CTs 2.01, 2.02, 16, and 144.

Source: US Census / American Community Survey 2021-5-year estimates

Housing Cost and Affordability

This subsection summarizes the current housing costs for the Focus Area with comparison to the City of Spokane, Spokane County, and the State of Washington with further breakdowns based on owner-occupied units and rental units. This information can be used to assess the monthly housing costs burdens for specific segments of the population and guide housing-related strategies for the Hillyard Subarea Plan.

Owner-occupied Housing

Table 3.2.4.a summarizes the home values and monthly mortgage payments for the owner-occupied units (e.g., costs to homeowners) in the State and local geographies. Spokane has a $236,300 median home value which is less than the County ($273,200) and the State ($397,600). Looking closer, 29.7% of City homes are valued between $200,000 and $299,000. Most

homeowners with a mortgage in the City (39.3%)pay between $1,000 to $1,499 in monthly loan payments; most owners in the County pay the same amount. This report acknowledges that these figures are based on the 2021 Census data and may not reflect the most current housing costs (as prices have escalated since 2020 in association with the COVID-19 pandemic due to supply chain and inventory constraints).

For the Focus Area, the median home values range between $136,200 and $175,800 with the lower valued homes located in CT 16. Consistent with the City and County, most homeowners with a mortgage (30.64%) pay between $1,000 to $1,499 in monthly payments; though 53.7% of owners in CT 2.01 pay between $500 to $999 in monthly payments.

As the community plans for future housing, it's important to acknowledge that new residential construction will be costly and the resulting mortgage payments will far exceed what current residents payout each month; this may be a disincentive for existing owners (especially seniors) to trade in their older homes for new units (which would otherwise free up larger units for families and large households).

Table 3.2.4.a. Housing Value/Cost, Owner-occupied units

	Number OR Percent of Total by Geographic Area							
Housing Cost Category	***WA State***	***Spokane County***	***CT 2.01[1]***	***CT 2.02[1]***	***CT 16[2]***	***CT 144[3]***	***Focus Area CTs[4]***	***City of Spokane***
Median Home value	$397,600	$273,200	$160,500	$173,100	$136,200	$175,800		$236,300
Owner-occupied Unit Value (percent of total)								
Less than $50,000	3.30%	3.20%	2.20%	3.90%	0.00%	6.10%	3.65%	2.50%
$50k to $99,999	2.40%	3.50%	22.10%	6.90%	17.70%	7.00%	12.75%	4.60%
$100k to $149,999	3.50%	7.90%	16.30%	31.90%	43.50%	16.60%	24.04%	12.80%
$150k to $199,999	5.70%	13.40%	35.90%	16.90%	19.90%	36.60%	30.64%	18.60%
$200k to $299,999	16.50%	29.90%	16.70%	33.40%	16.10%	27.70%	23.32%	29.70%
$300k to $499,999	33.70%	29.90%	4.30%	0.00%	2.80%	3.70%	3.23%	23.00%
$500k to $999,999	27.60%	11.00%	2.10%	3.30%	0.00%	2.30%	1.87%	8.00%
$1MIL or more	7.40%	1.20%	0.40%	3.60%	0.00%	0.00%	0.49%	0.80%
Housing units without a mortgage	32.10%	33.70%	40.80%	41.00%	35.10%	31.10%	35.28%	31.30%
Housing units with a mortgage	67.90%	66.30%	59.20%	59.00%	64.90%	68.90%	64.72%	68.70%
Monthly Mortgage Rates (percent of total rental units)								
Less than $500	0.60%	0.50%	0.00%	0.00%	0.00%	0.00%	0.00%	0.50%
$500 to $999	5.90%	12.30%	53.70%	41.30%	36.60%	20.90%	33.23%	16.30%
$1,000 to $1,499	17.20%	33.60%	36.90%	44.40%	56.00%	61.30%	53.33%	39.30%
$1,500 to $1,999	23.90%	28.00%	8.70%	8.70%	3.60%	14.60%	10.39%	24.90%

Table 3.2.4.a. Housing Value/Cost, Owner-occupied units

	Number OR Percent of Total by Geographic Area							
Housing Cost Category	***WA State***	***Spokane County***	***CT 2.01[1]***	***CT 2.02[1]***	***CT 16[2]***	***CT 144[3]***	***Focus Area CTs[4]***	***City of Spokane***
$2,000 to $2,499	19.30%	13.30%	0.00%	5.60%	3.80%	1.90%	2.29%	10.30%
$2,500 to $2,999	12.90%	6.80%	0.70%	0.00%	0.00%	0.00%	0.15%	5.10%
$3,000 or more	20.30%	5.60%	0.00%	0.00%	0.00%	1.30%	0.61%	3.50%

1. Prior to 2021 census data, CTs 2.01 and 2.02 were combined as CT 2. | 2. Focus Area covers a portion of CT 16 (the western portions are outside the Focus Area). | 3. Focus Area covers a portion of CT 144 (the southern portions are outside the Focus Area). | 4. Statistics reflect a weighted calculation of CTs 2.01, 2.02, 16, and 144.

Source: US Census / American Community Survey 2021-5-year estimates

Renter-occupied Housing

Table 3.2.4.b summarizes the median rental rates and monthly rental payments for the renter-occupied units (e.g., costs to households who rent their residences) in the State and local geographies. Spokane has a $956 median monthly rental rate which is less than the County ($1,007) and the State ($1,439). Coincidentally, 44.5% of City renters pay between $500 to $999 in monthly rents (which is less than the typical monthly mortgage payments in the City). Notably, 50.3% of households paying rent in the City are considered cost burdened, meaning 30% or more of their total household income goes to housing. This is generally in line with the County (50.0%) and the State (48.2%). These rental payment statistics include all housing types ranging from single-family detached houses to apartment units.

For the Focus Area, the median monthly rental rate is $919; but specific medians range significantly amongst the CT's comprising the Focus Area. Notably, the median monthly rents in CT 16 is $816 but CT 144's median rent is $1,125 (this could represent the differences in housing types and unit sizes as discussed in subsections 3.2.2 and 3.2.3). As a whole, 47.63% of the Focus Area households are considered cost burdened; but looking closer 56.5% of the households in CT 2.02 pay over 30% of their income to rent.

As the community plans for future rental housing options, it's important to acknowledge that new construction will be costly and result in much higher rental rates than those existing today. At the same time, those projects may influence the rental rates of existing housing units. Since many households are presently cost burdened, housing increases will further exacerbate the region's housing affordability challenges and may lead to displacement. Potential strategies include retaining much of the housing stock, providing incentives (and financial support) to rehab existing residences, and constructing a wider variety of housing types in the Focus Area (e.g., single-family detached houses are the prevalent housing type in the community).

Table 3.2.4.b. Gross Rent, Renter-occupied units								
	Number OR Percent of Total by Geographic Area							
Housing Cost Category	***WA State***	***Spokane County***	***CT 2.01[1]***	***CT 2.02 [1]***	***CT 16[2]***	***CT 144[3]***	***Focus Area CTs[4]***	***City of Spokane***
Median Monthly Rental Rate	$1,439	$1,007	$922	$814	$816	$1,125	$919	$956
Monthly Rental Rates (rental rates by percent of total renters)								
Less than $500	5.70%	8.10%	22.70%	20.00%	26.80%	0.00%	19.91%	10.10%
$500 to $999	18.50%	41.30%	36.10%	60.60%	32.90%	42.20%	39.67%	44.50%
$1,000 to $1,499	29.40%	35.30%	31.70%	19.40%	38.90%	44.40%	34.64%	32.70%
$1,500 to $1,999	24.70%	10.80%	9.50%	0.00%	1.50%	13.40%	5.81%	9.50%
$2,000 to $2,499	12.50%	2.30%	0.00%	0.00%	0.00%	0.00%	0.00%	1.50%
$2,500 to $2,999	5.00%	1.10%	0.00%	0.00%	0.00%	0.00%	0.00%	0.70%
$3,000 or more	4.30%	1.10%	0.00%	0.00%	0.00%	0.00%	0.00%	1.00%
Cost Burdened Households (gross rent ≥ 30% of household income)	48.2%	50.0%	49.0%	56.5%	50.0%	32.2%	47.63%	50.3%
Gross Rent as a Percentage of Household Income								
Less than 15.0%	12.20%	13.20%	10.40%	3.90%	13.30%	27.10%	16.85%	13.70%
15.0 to 19.9%	13.40%	11.50%	12.10%	0.00%	16.20%	5.40%	10.63%	10.40%
20.0 to 24.9%	13.80%	12.30%	6.30%	24.80%	7.70%	35.30%	14.56%	12.20%
25.0 to 29.9%	12.50%	12.90%	22.30%	14.80%	12.80%	0.00%	13.89%	13.30%
30.0 to 34.9%	9.90%	9.90%	17.00%	14.20%	7.50%	20.80%	13.75%	10.10%
35.0% or more	38.30%	40.10%	32.00%	42.30%	42.50%	11.40%	33.87%	40.20%

1. Prior to 2021 census data, CTs 2.01 and 2.02 were combined as CT 2. | 2. Focus Area covers a portion of CT 16 (the western portions are outside the Focus Area). | 3. Focus Area covers a portion of CT 144 (the southern portions are outside the Focus Area). | 4. Statistics reflect a weighted calculation of CTs 2.01, 2.02, 16, and 144.

Source: US Census / American Community Survey 2021-5-year estimates

Appendix D

Property Inventory

Appendix D:
The Property Inventory

The Inventory Purpose

As part of the Hillyard Subarea planning process, the Project Team developed an Opportunity Sites inventory to assess property conditions in the Focus Area and identify sites suitable for infill and redevelopment. These sites—typically vacant or underutilized—could support future employment, housing, commercial, or recreational projects.

The inventory prioritizes near- and long-term redevelopment opportunities, analyzing parcels for current conditions, brownfield status, and redevelopment potential. It serves as a tool for the City, NEPDA, property owners, and stakeholders to strategize around removing barriers to reuse.

Infrastructure limitations—such as unpaved roads, inadequate utilities, and drainage—pose challenges. Many sites may also be brownfields due to past industrial use, aging structures, or poor maintenance, potentially requiring environmental assessments and cleanup.

This inventory also supports outreach to stakeholders and property owners, helping align redevelopment efforts with community goals and ensuring focus on the most viable sites.

Inventory Objectives – The inventory task of the Hillyard/Northeast Spokane Subarea Plan project has three main objectives:

- Identify Existing Property Conditions: Identify the existing property conditions in the Focus Area (e.g., size, utilization, vacancy status, current/past land use, presence on a state/federal environmental database, building age, and readily available from Spokane County).
- Identify Possible Brownfields: Identify which properties are brownfields based on the environmental, historical land use(s), and property condition findings.
- Prioritize Redevelopment of Opportunity Sites: Apply scoring criteria to rate and determine which opportunity sites the City/NEPDA/community should prioritize their redevelopment efforts and public resources.

The Inventory Summary

The Project Team completed an inventory and analysis for all 2,790 parcels/tax lots within the Focus Area. The inventory utilized eleven (11) criteria to filter properties into a list of high priority sites that could be a focus for environmental site assessments and redevelopment planning. The inventory process resulted in the following key findings:

- **Brownfield Sites** – The inventory identified 340 parcels/tax lots that are "likely" or "potential" brownfield sites based on their current/historical land use, presence on a state/federal environmental database, building ages, and/or blighted conditions. Collectively, these sites possess characteristics that necessitate ESA studies or RBM surveys to further determine the specific property/building conditions and potential cleanup activities.
- **Undeveloped Properties** – The inventory identified 804 undeveloped properties (meaning they do not contain a permanent primary structure or substantial site improvement). These sites would be most conducive for urban infill projects and/or community amenities (e.g., parks and civic uses). The City of Spokane/NEPDA can explore ways to entice investment to these sites, provide incentive programs, and create a supportive regulatory framework.
- **Underutilized Properties** – The inventory identified 534 underutilized properties (meaning the land is more valuable than the structures they possess). These properties are not being utilized to their full economic potential and could support additional development and infill projects on vacant areas of the site. The City of Spokane/NEPDA can explore ways to motivate property owners to capitalize on their property's redevelopment potential and define a supportive regulatory framework that would support additional development on those sites.

Section 3.4 lists more detail on the inventory findings (including associated maps and tables). The following section identifies the methodology, data sources, and scoring criteria that Stantec applied to the inventory process. The chapters include associated maps and a list of high-ranking sites that could be the focus of the community's revitalization efforts.

The Catalyst Sites

After examining the property data, applying scoring criteria, and identifying undeveloped/underutilized property, the brownfield inventory resulted in 22 "Opportunity Sites" which can be prioritized for brownfield cleanup grants. Throughout the planning process, the team identified a broader set of 53 "catalyst sites," (which also include opportunity sites) that are most conducive for reuse, (re)development, and/or additional property investment. The recommended "catalyst sites" are displayed in Figure 1 and Table 1.

For the Hillyard Subarea Plan, these properties were prioritized for near-term redevelopment (within 10 years) based on their location, underutilization, and site conditions. Through thoughtful redevelopment (and cleanup), these catalyst sites could be put to productive use with new community-serving projects. It is important to note that each catalyst site has unique reuse/(re)development potential; some are vacant and would support new projects while others may be appropriate for site enhancements, infill development (on undeveloped portions of the lot/parcel), and/or adaptive reuse activities. Notably, some of the catalyst sites are public open space parcels, drainage facilities, and/or active business (that still offer some infill/redevelopment potential). These sites are identified on the project's Urban Framework Plan as presented in Appendix F.

Table 1 – Hillyard Urban Framework Plan Catalyst Sites			
Label	***Parcels***	***Acreage***	***Potential Use Focus***
C.1	36284.0633 36284.0634 36284.0901 36284.0902 36284.0903 36284.0632 36284.0604 36284.0606	2.05	- Low-medium density residential
C.2	36284.0628	0.54	- Mixed use commercial, employment, and/or housing (on upper floors)
C.3	36331.0506 36331.0525	0.45	- Mixed-use commercial, employment, and/or housing (on upper floors) - Public parking enhancements
C.4	36331.0235 36331.0234	0.92	- Mixed-use with commercial, employment and/or housing (on upper floors) - Enhance site with new buildings, outdoor gathering areas, and landscaping
C.5	36342.0219	0.62	- Residential
C.6	36342.0309 36342.0304 36342.0308 36342.0307 36342.0306	1.47	- Medium- high density residential
C.7	36342.0401 36342.0402	0.85	- Mixed-use with commercial, employment, and/or housing (on upper floors)
C.8	36342.1310 36342.1311 36342.1312	0.86	- Medium-high density residential
C.9	36342.1917 36342.1916 36342.1907	1.3	- Mixed use with commercial, employment, and/or housing (on upper floors) - Commercial services along Nebraska Avenue and Market Street
C.10	36342.2003 36342.2004	1.54	- Mixed use with commercial, employment, and/or housing (on upper floors) - Commercial services along Market Street - Pedestrian trail connections
C.11	36343.0307	0.5	- Mixed use with commercial, employment, and/or housing (on upper floors

Table 1 – Hillyard Urban Framework Plan Catalyst Sites			
Label	***Parcels***	***Acreage***	***Potential Use Focus***
			- Commercial services along Market Street
C.12	36343.0206 36343.0202 36343.0203 36343.0205	1.1	- Mixed use with commercial, employment, and/or housing (on upper floors) - Live/work units - Alley access
C.13	36343.0609 36343.0610 36343.0611	0.29	- Mixed use with commercial, employment, and/or housing (on upper floors)
C.14	36343.0708 36343.0704	0.62	- Mixed use with commercial, employment, and/or housing (on upper floors)
C.15	36343.1001 36343.1010 36343.1011 36343.1009 36343.1006 36343.1007	0.58	- Mixed use with commercial, employment, and/or housing (on upper floors)
C.16	36343.1408 36343.1409	0.3	- Mixed use with commercial, employment, and/or housing (on upper floors)
C.17a	36343.1513	0.67	- Mixed use with commercial, employment, and/or housing (on upper floors) - Pedestrian trail connections
C.17b	36343.1515 36343.1514 36343.1511 36343.1512	0.65	- Park/open space enhancements - Pedestrian trail connections
C.18	36343.1803 36343.1801 36343.1802 36343.1811	0.3	- Mixed use with commercial, employment, and/or housing (on upper floors)
C.19	36343.2314 36343.2315	0.29	- Mixed use with commercial, employment, and/or housing (on upper floors)
C.20	36343.2214	0.29	- Mixed use with commercial, employment, and/or housing (on upper floors)

Table 1 – Hillyard Urban Framework Plan Catalyst Sites			
Label	***Parcels***	***Acreage***	***Potential Use Focus***
C.21	36343.2707 36343.2706 36343.2705	0.3	- Mixed use with commercial, employment, and/or housing (on upper floors)
C.22	36343.2605 36343.2606	0.58	- Mixed use with commercial, employment, and/or housing (on upper floors)
C.23	36343.2913 36343.2918	0.55	- Mixed use with commercial, employment, and/or housing (on upper floors)
C.24	36343.3007	0.52	- Mixed use with commercial, employment, and/or housing (on upper floors)
C.25	35032.2303	1.62	- Medium-high density residential
C.26	N/A	6.35	- Park/open space enhancements?
C.27	35032.2001 35032.1901 35032.1406 35032.1405 35032.1501 35032.1601 35032.1702 35032.1006 35032.1005 35032.0901 35032.0801 35032.0701 35032.0304 35032.0303 35032.0402 35032.0501 35032.0403	31.85	- Light manufacturing, maker spaces, or commercial
C.28	36343.0005 36342.0112 36342.0004	25.30	- Light manufacturing, maker spaces, or commercial
C.29	36341.1602 36341.1607	0.74	- Light manufacturing, maker spaces, or commercial

Table 1 – Hillyard Urban Framework Plan Catalyst Sites			
Label	***Parcels***	***Acreage***	***Potential Use Focus***
C.30	36341.1505 36341.1503 36341.1504	1.23	- Light manufacturing, maker spaces, or commercial -
C.31	36341.0909 36341.0908 36341.0810	3.21	- Light manufacturing, maker spaces, or commercial -
C.32	36341.0402 36341.0401 36341.0408	0.88	- Light manufacturing, maker spaces, or commercial
C.33	36341.0108	2.91	- Light manufacturing, maker spaces, or commercial
C.34	36341.3305 36341.3304	2.77	- Light manufacturing, maker spaces, or commercial
C.35	36341.3408 36341.3404 36341.3403 36341.3401 36341.3402	9.29	- Light manufacturing, maker spaces, or commercial
C.36	36341.1209 36341.1207	1.02	- Light manufacturing, maker spaces, or commercial
C.37	36341.3208 36341.3203 36341.3204 36341.3211 36341.3212 36341.3213	5.83	- Light manufacturing, maker spaces, or commercial - Mixed use with commercial, employment, and/or housing (on upper floors)
C.38	36341.3110 36341.3111 36341.3112 36341.3101 36341.3109 36341.3105	8.62	- Light manufacturing, maker spaces, or commercial - Mixed use with commercial, employment, and/or housing (on upper floors) -
C.39	36341.3013 36341.3009 36341.3008	6.89	- Light manufacturing, maker spaces, or commercial

Table 1 – Hillyard Urban Framework Plan Catalyst Sites			
Label	***Parcels***	***Acreage***	***Potential Use Focus***
	36341.3007 36341.3006 36341.3016 36341.3017 36341.3002 36341.3005		- Mixed use light manufacturing, flex space, and or employment -
C.40	36341.2504 36341.2503 36341.2502 36341.2501 36341.2515 36341.2516 36341.2522 36341.2523	2.04	- Light manufacturing, maker spaces, or commercial - Mixed use light manufacturing, flex space, and or employment -
C.41	36344.0709	1.02	- Light manufacturing, maker spaces, or commercial -
C.42	36344.0506	0.62	- Light manufacturing, maker spaces, or commercial -
C.43	36344.0907 36344.0904	1.09	- Light manufacturing, maker spaces, or commercial - Mixed use light manufacturing, flex space, and or employment -
C.44	36344.1002 36344.1007	1.24	- Light manufacturing, maker spaces, or commercial - Mixed use light manufacturing, flex space, and or employment
C.45	36344.0212 36344.0214 36344.0215 36344.0204 36344.0208 36344.0210 36344.0209 36344.0206	17.23	- Light manufacturing, maker spaces, or commercial - Mixed use light manufacturing, flex space, and or employment

Table 1 – Hillyard Urban Framework Plan Catalyst Sites			
Label	***Parcels***	***Acreage***	***Potential Use Focus***
C.46	36344.1103 36344.1102 36344.1101	1.26	- Light manufacturing, maker spaces, or commercial - Mixed use light manufacturing, flex space, and or employment
C.47	36344.1520 36344.1513 36344.1514 36344.1515	2	- Light manufacturing, maker spaces, or commercial - Mixed use light manufacturing, flex space, and or employment -
C.48	36344.1845 36344.1848 36344.1833	0.76	- Mixed use light manufacturing, flex space, and or employment
C.49	35031.0924	1.03	- Mixed use light manufacturing, flex space, and or employment
C.50	36344.2002 36344.2003 36344.2011 36344.2012 36344.2008 36344.2014	6.15	- Mixed use light manufacturing, flex space, and or employment
C.51	36344.2101 36344.2104 36344.2108 36344.2110 36344.2109	14.08	- Mixed use light manufacturing, flex space, and or employment
C.52	35031.6101	1.15	- Low-medium density residential (townhouses)
C.53	35031.0108 35031.0109 35031.0110 35031.0104 35031.0105 35031.0106	3.26	- Mixed use commercial, employment, and/or housing (on the upper floors) - Multi-family housing - Townhouses

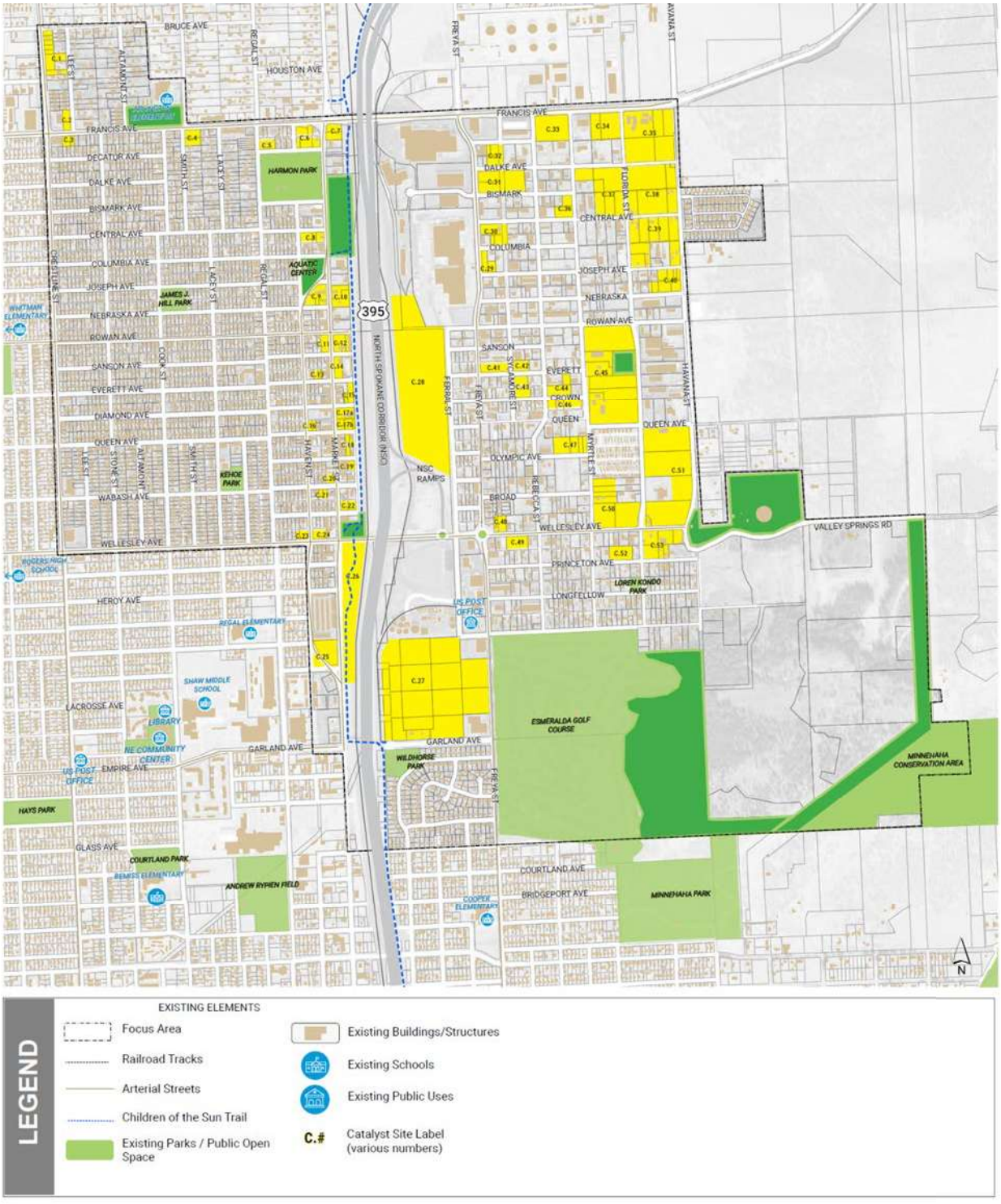


Figure 1 – Hillyard Subarea Plan Catalyst Sites Map

The Methodology and Data Sources

This section outlines the methodology, data sources, and scoring criteria that were applied to the property inventory process

Inventory Data Sources

The Project Team created the inventory using geographic information system (GIS) and tax lot data obtained from the City and Spokane County. Environmental database records and historical documents were ordered from a third-party vendor to ascertain potential environmental impacts from past land uses to each tax lot. The Project Team then conducted "field observations" to supplement the property data; although these observations will be focused on legacy commercial/industrial properties (this will not include single-family houses, duplexes, open spaces, and natural land). The Project Team used these data sources (and findings) to generate an inventory matrix and associated maps to display the property conditions for the Focus Area. The inventory included the following data sources:

Table 2 Inventory Data Sources

Inventory Data Source	*Components*
Data Source A: Tax Lot Information Database Stantec will create a tax lot information database that includes property characteristics from readily available public data sources. This information will be imported into a spreadsheet and base map. Each parcel will be assigned an inventory identification number.	▪ Existing Land Use ▪ Address / property identification number ▪ Owner / business name ▪ Zoning ▪ Size ▪ Structures (and age, if available from the City or Spokane County) ▪ Land and structure values ▪ Improvement to Land Value Ratio (ILVR)[1]
Data Source B: Environmental Databases Stantec will review public environmental database listings to identify tax lots with potential environmental impacts caused by past property use or have associated documentation at the state/federal level. Stantec will also review Sanborn® Fire Insurance maps (already acquired) to identify past land uses associated with parcels not previously captured that are in the AWP focus area.	▪ Washington State Department of Ecology Environmental Databases ▪ Federal EPA Environmental Databases (FRS) ▪ Sanborn® Fire Insurance Maps
Data Source C: Field Observations Stantec will conduct a more in-depth analysis for the tax lots in the focus area to verify the information collected in Data Sources A and B by conducting field observations (visiting the focus area and surveying the property condition(s)) to confirm current land use/occupancy and site conditions. Stantec may incorporate supplemental data sources like aerial/Streetview photography and staff interviews.	▪ Existing Land Use ▪ Occupancy (e.g., vacant, developed, occupied) ▪ Obvious Environmental Conditions (e.g., containers/drums, above ground storage tanks, pavement/soil staining, etc.). ▪ Building/property conditions that suggest deferred maintenance and/or needs for investment (e.g., peeling paint, poor roof, exterior damage/wear).
Notes:	

1 - ILVR is determined/calculated by dividing the assessed value for improvements (e.g., buildings and structures) by the assessed value of the land. Properties with high land values when compared to structure values indicate the property is *underutilized* and could support future development. An ILVR of 0 typically means a tax lot is vacant, and a value <1 indicates that the land is more valuable than the improvements, and therefore is underutilized in terms of development potential).

The Scoring Criteria

The Project Team used the property data to apply a scoring system to identify which opportunity sites the City, NEPDA, and their community partners may choose to prioritize for site assessments, cleanup, reuse, and/or redevelopment. the team ranked all the properties by applying scoring criteria to each lot. The scoring criteria considers site characteristics including property size, ILVR, presence of an environmental database record or historical land use of concern (i.e., retail gas station, automotive repair, dry cleaner), building age (if available from the City / Spokane County), and abandonment. Table 3 lists the criteria, associated score/points (if the conditions are present), and the reasoning for the criterion rating (as it relates to revitalization).

Table 3 Scoring Criteria Matrix

Criterion	*Points*	*Description*	*Reasoning*
A: Site Size ***Method:*** *GIS Analysis*	2.0	3-acres or larger	The criterion assigns scores based on lot size. Sizes one acre or greater have high potential to accommodate significant redevelopment projects, whereas sizes less than 0.25 acres may only accommodate modest redevelopment activity. Notably, 3-acres sites may be highly valuable for industrial development.
	1.0	1.0 acre to 2.99-acres	
	0.5	0.25 acres or greater AND less than 1.0 acre	
	0	Less than 0.25 acres	
B: Underutilization / Improvement to Land Value Ratio (ILVR) ***Method:*** *GIS Analysis*	1.0	ILVR < 0.5	The criterion assigns scores based on the properties' ILVR. A lot having an ILVR less than 0.5 means the property is more valuable than its buildings and suggests the property is underutilized with the potential to support additional development. An ILVR greater than 1.0 suggests the property is well-utilized and therefore a lower priority for redevelopment in the near-term.
	0.5	ILVR > 0.5 **AND** ≤ 1.0	
	0	ILVR >1.0	

C: Environmental Data Base ***Method:*** *GIS Analysis / State & Federal Databases / Sanborn Fire Insurance Maps*	2	Site is on an environmental database listing with a confirmed release	This criterion assigns scores based on whether the lot is on a state or federal environmental database. Lots with these conditions should be prioritized for redevelopment to address the potential environmental liabilities through site cleanup and/or abatement. Additionally, this criterion will consider past/historical land use on properties using Sanborn® Insurance Maps; properties with past industrial or intense commercial operations may be considered brownfields.
	1	Site is on an environmental database listing **AND/OR** identified as a potentially contaminating use based on historical records (e.g., Sanborn® maps)	
	0	Site is NOT on an environmental database listing (no records)	
D. Building Age (pre-1980) ***Method:*** *GIS Analysis ***(only if available via City of Spokane or Spokane County)*	1	Building was constructed prior to 1980	This criterion assigns a score to identify buildings that were constructed prior to 1980 – buildings constructed before this time have a higher potential for containing asbestos and other hazardous building materials.
	0	Building was constructed in 1980 or newer	
E: Vacant / Undeveloped Property ***Method:*** *GIS Analysis / Field Observations*	2	Site does not have a building/structure – the property is undeveloped	This criterion assigns a score to identify lots which are currently undeveloped and do not have a building. There is opportunity to target these properties for redevelopment. An ESA may be needed to proceed with development activities.
	0	Site has a building	
F: Vacant Building/Structure (no active tenant) ***Method:*** *Field Observations*	2	Site does not have a current occupant AND/OR has a vacant building (identified through field observations) that could be adaptively reused	This criterion assigns a score to identify lots that do not have an occupant/tenant AND/OR have a vacant building. Vacant buildings could be actively reused for new uses. Older buildings may suggest the need for studies (ESAs) to ensure the building can be safely reoccupied and/or improved.
	1	Partially occupied	
	0	Site has an active tenant	

G: Poor Property Conditions ***Method:*** *Field Observations*	1	Site or building has debris, broken windows, and/or deteriorating exterior/ roof.	This criterion assigns a score to identify buildings/sites that have various signs of deterioration, wear, and/or deferred maintenance. Sites that are in poor condition should be prioritized for revitalization/ redevelopment.
	0.5	Site or building shows signs of minor deferred maintenance (e.g., peeling paint, overgrown vegetation)	
	0	Site or buildings are in good condition	
H: Designated Opportunity Zones ***Method:*** *GIS Analysis*	1	Site is within a designated Opportunity Zone	This criterion assigns a score to identify sites within a designated Opportunity Zone (OZ); this designation includes tax incentives for private entities to redevelop or reinvest in properties.
	0	Site is not within a designated Opportunity Zone	

The Inventory Findings

The Project Team completed the inventory activities described in the preceding sections. The inventory identifies several brownfields and properties (or "opportunity sites") that could be targeted for near- and long-term revitalization projects.

Parcel Scoring Results

Table 4 lists the scoring criteria and the number of parcels/tax lots that possess the associated site/property characteristics (Note: some parcels meet multiple criteria). The inventory results identified property conditions relating to three important categories as it relates to revitalization: (1) Potential Brownfields, (2) Undeveloped Properties, and (3) Underutilized Properties. These represent opportunity sites that the community could prioritize for near- and long-term redevelopments that would bring much needed community-serving uses.

Table 4 Inventory Scoring Criteria and Number of Associated Parcels

Criterion	*Total Number of parcel/tax lots receiving a score for this criterion*	*Points*	*Number of Parcels/Tax Lots Receiving Points*	*Description*
A: Site Size	1,011	2.0	43	3-acres or larger
		1.0	589	1.0 acre to 2.99-acres
		0.5	379	0.25 acres or greater AND less than 1.0 acre
		0	1,779	Less than 0.25 acres
B: Underutilization / Improvement to Land Value Ratio (ILVR)	534	1.0	461	ILVR < 0.5
		0.5	73	ILVR > 0.5 **AND** ≤ 1.0
		0	2,256	ILVR >1.0

C: Environmental Data Base	317	2	208	Site is on an environmental database listing with a confirmed release
		1	109	Site is on an environmental database listing **AND/OR** identified as a potentially contaminating use based on historical records (e.g., Sanborn® maps)
		0	2,473	Site is NOT on an environmental database listing (no records)
D. Building Age (pre- 1980)	1,858	1	1,858	Building was constructed prior to 1980
		0	932	Building was constructed in 1980 or newer
E: Vacant / Undeveloped Property	402	2	402	Site does not have a building/structure – the property is undeveloped
		0	2,388	Site has a building
F: Vacant Building/Structure (no active tenant)	27	2	11	Site does not have a current occupant AND/OR has a vacant building
		1	16	Partially occupied
		0	2,763	Site has an active tenant
G: Poor Property Conditions	207	1	80	Site or building has debris, broken windows, and/or deteriorating exterior/ roof.
		0.5	127	Site or building shows signs of minor deferred maintenance (e.g., peeling paint, overgrown vegetation)
		0	2,583	Site or buildings are in good condition

H: Designated Opportunity Zones	2,610	1	2,610	Site is within a designated Opportunity Zone
		0	180	Site is not within a designated Opportunity Zone
I: Multiple Adjacent Parcels with Same Owner ***Method:*** *GIS Analysis*	579	1	579	Site consists of more than one parcel
		0	2,228	Site consists of one parcel
J: Initial Brownfield Assessment **Method:** Desktop review / windshield survey	181	Likely Brownfield or higher	181	Subjective rating based on the desktop or windshield survey to account for site observations and professional opinions relating to brownfield conditions and the potential for redevelopment. Total score is not always indicative of a brownfield (i.e., a site may not have an Ecology database listing or a structure that was built before 1980 but may still have blighted conditions that qualify it as a brownfield).
		Likely Not a Brownfield	2,609	
K: Properties For Sale **Method:** *CoStar report and/or windshield survey, field verification*	6	2	6	The parcel was listed for sale
		0	2,784	The parcel was not listed for sale

Inventory Mapping - Figure 2 – *Hillyard Subarea Plan Inventory Overview and Scoring Map* graphically depicts scoring results for the parcels/tax lots within the Focus Area. High scoring sites (i.e., sites scoring 10 or above) (a) have site characteristics that suggest there may be environmental hazards (i.e., brownfields), and/or (b) possess site characteristics that are most conducive for reuse/infill development. The full inventory findings and detailed property information are displayed in Appendix D. The following sections provide more detail on the findings.

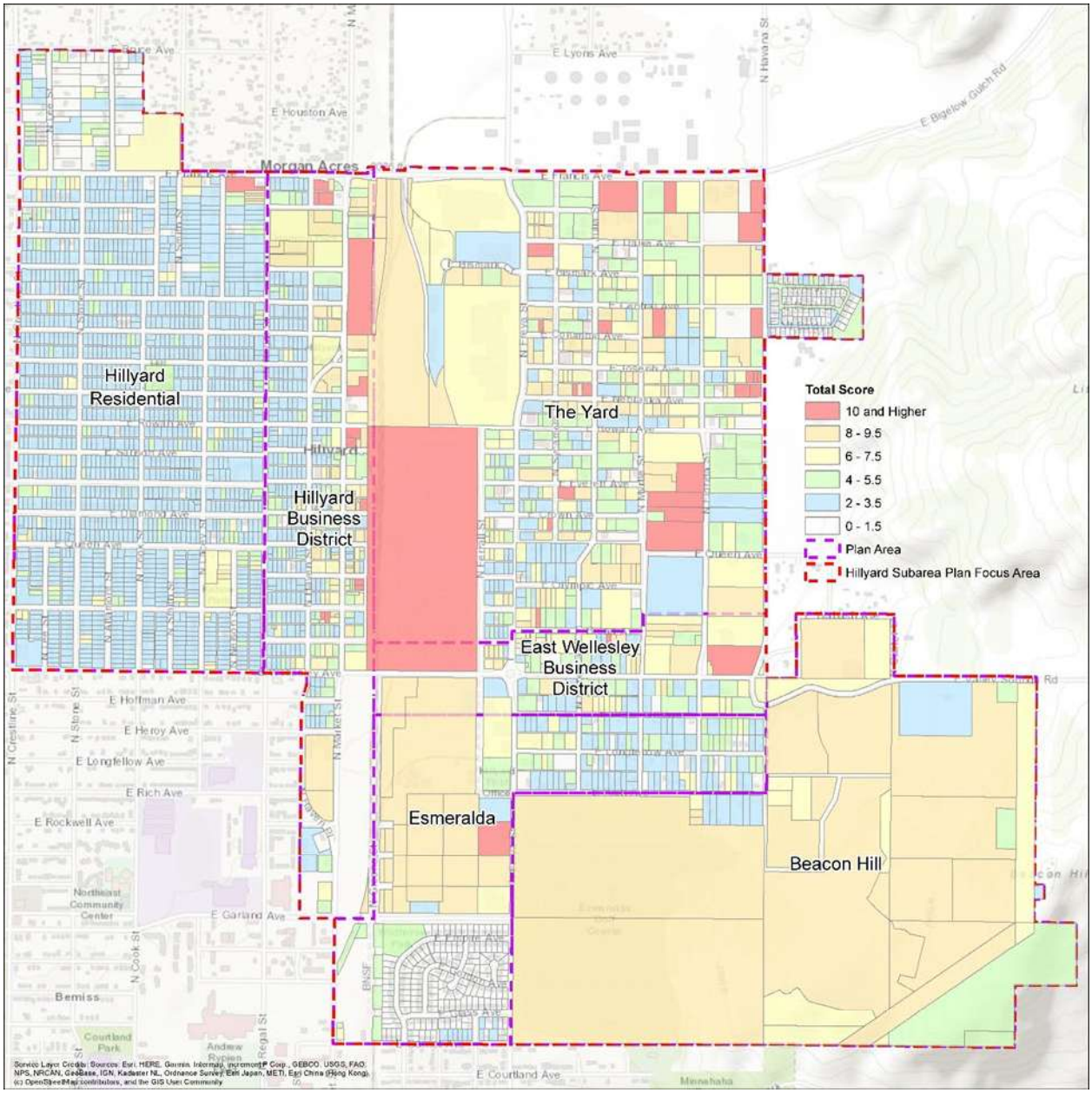


Figure 2 – Hillyard Subarea Plan Inventory Overview and Scoring Map

The Undeveloped and Underutilized Properties

The inventory also identified parcels/lots in the Focus Area that are either undeveloped or underutilized. These findings allow the City/NEPDA and area stakeholders to plan for new community-serving uses (and catalytic projects) on these undeveloped/underutilized sites since they may be most conducive for urban infill and redevelopment projects (when compared to otherwise productive properties in the Focus Area). In an urban context, near-term development projects normally occur on unoccupied or underdeveloped land as opposed to fully developed properties with active tenants (albeit it is acknowledged that there are some exceptions). These properties could be prioritized for new urban infill projects that bring new community-serving uses

– including housing, commercial services, and employment uses. Alternatively, underutilized/undeveloped properties could be prioritized for new public amenities including parks, community gathering spaces, and civic uses. Near-term, there are opportunities to activate these properties with interim uses such as storage yards (for clean industries), construction staging areas (for nearby development projects), passive open spaces, pop-up/mobile vendors, and art installations.

Undeveloped Properties

The inventory identified 402 undeveloped properties. These include parcels/tax lots that do not contain a permanent primary structure or substantial site improvement (e.g., utility feature, public facility, etc.). There is an opportunity to plan for new urban infill projects or public amenities on these properties. Notably, future uses should align with the vision as defined in the Pasco Downtown Plan. Figure 3.5.2.1 depicts undeveloped land as red cross hatch pattern.

Underutilized Properties

The inventory identified 534 underutilized properties. These include parcels/tax lots where the land is more valuable than the structures they possess – this was determined by the parcel's improvement to land ratio (ILVR) scoring in the inventory scoring exercise (Criterion B). The Underutilization classification suggests that the property is underdeveloped and could support additional buildings, services, and/or amenities. There is an opportunity to construct urban infill projects on the vacant portions of these properties and/or plan for adaptive reuse (and expansions) of the current buildings. Notably, infill projects could occur on surface parking lots so that the Focus Area transitions into a walkable, urban environment – replacing surface parking lots with new urban-scaled buildings would be a valuable strategy for revitalization. Figure 3 depicts underutilized parcels in yellow.

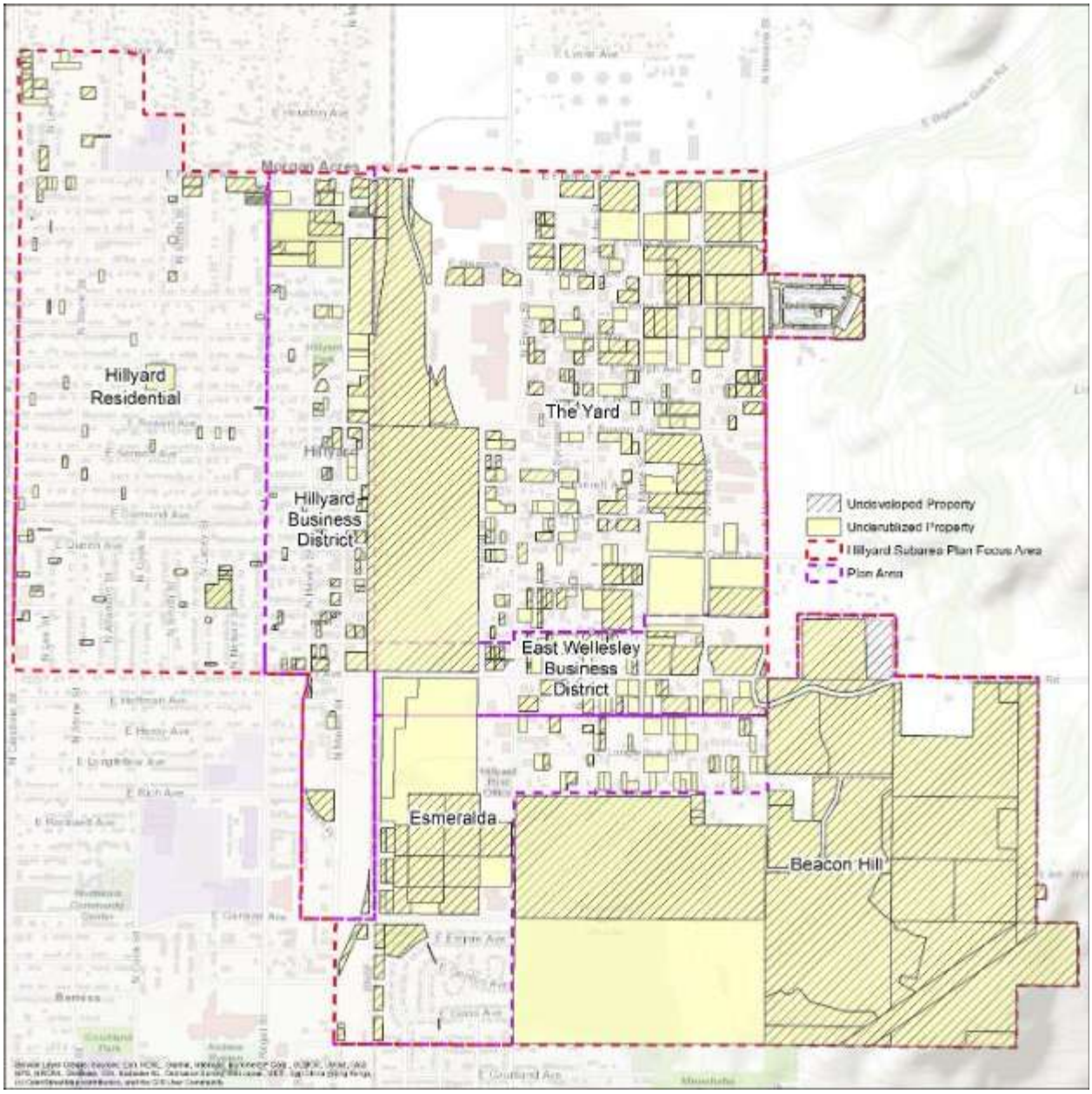


Figure 3 - Undeveloped and Underutilized Properties Map

Appendix E

Community Engagement Activities

Appendix E: Community Engagement Activities

October 26 – December 11, 2023: Community Surveys

Overview

The Project Team the Project Team hosted two on-line surveys aimed to capture local perspectives on area conditions, public need, and aspirations for enhancements. One survey was tailored to the general community while another (though similar) was tailored to the faculty/staff/students at Rogers High School. Both surveys ran concurrently between October 26, 2023, and December 11, 2023; the general community survey generated responses from 311 individuals while the Rogers High School survey generated responses from 29 individuals. The two surveys contained the following topics and were arranged as a series of parts:

- **Part 1: Self-Description** – The surveys contained questions pertaining to residency, age, spoken language, and focus area affiliation.
- **Part 2: Hillyard Business District** – The surveys contained questions to define how often an individual visits the business district, which businesses/places individuals regularly patronize, desired amenities/land use, and perceptions relating to mobility, parking, crime, and appearance.
- **Part 3: Neighborhoods and Housing** – The surveys posed questions related to the reasons for living in the focus area, existing amenities, housing affordability, housing options, housing needs, and property maintenance.
- **Part 4: Industrial/Employment Areas** – The surveys included questions related to community perceptions of the legacy industrial areas (east of the North Spokane Connector / US 395), desired businesses, and perceptions of mobility, crime, and appearance. The questions also asked for participants to recommend priority roadway projects and other desired enhancements.
- **Part 5: Parks, Recreation, and Open Space** – The surveys posed questions focused on learning about the frequency of park use, an assessment of park availability, desired park/open space enhancements, and perceptions of crime and maintenance in area parks.
- **Part 6: Final Thoughts and Recommendations** – The surveys closed with multiple open-ended questions to allow participants to provide other recommendations that would improve quality of life, address local need, and support economic vitality in the Focus Area.

Key Findings

- **Hillyard Business District Enhancements** – Based on the responses from both the surveys, there is a community desire to grow the Hillyard Business District into a much more thriving activity center with additional restaurants, specialty retail, medical care, and professional services. There is also a desire to create more public open space areas, enhance access and mobility, and improve property maintenance conditions. For the Haven/Market Street corridors, the survey responses do not

indicate community consensus on whether to reconfigure and/or enhance those corridors (the surveys revealed diverse opinions on this topic).

- **Residential Neighborhoods** – Based on survey responses, the existing neighborhoods have a variety of housing options but there is a need for additional choices. Two- and three-bedroom units are the most sought-after unit sizes. The respondents indicated that houses, accessory dwelling units, small-scale apartments (4-6 units), duplexes, and townhouses are considered appropriate new housing options for the residential neighborhoods (there is less support for large apartment buildings, mobile homes, and shared housing options). There is also a desire to address deferred maintenance conditions related to private properties, sidewalks, streets, and parks.

- **Industrial/Employment Areas** – Based on survey responses, the legacy industrial areas (east of the North Spokane Connector) are thought to be a functional employment center but needs enhancements. There is a desire to address unimproved streets, provide better pedestrian and bicycle facilities, and add transit service in the industrial/employment areas. There is also a desire to increase the business diversity including adding restaurants and commercials services.

- **Parks and Recreation** – Based on the survey responses, individuals patronize the parks and open spaces within the Focus Area at a variety of frequencies. Beacon Hill, the Children of the Sun Trail, Jim Hill Park, Shipley-Harmon Park, and the Hillyard Aquatic Park are regularly used facilities. Most participants indicated that the existing parks need more enhanced spaces, lighting improvements, and sidewalk maintenance.

- **Crime and Safety** – Based the survey responses, criminal activity represents a community concern; crime is a concern in area parks, within the industrial area, the Hillyard Business District, and the residential neighborhoods. Walking and biking safety (and comfort) is also a concern. In the Hillyard Business District, individuals felt it is generally safe to walk/bike but the area needs improvements. For the industrial/employment area, many felt the area was not necessarily safe and comfortable to walk/bike.

2.1 - Part 1: Area Connection

In the first part of the surveys, the Project Team wanted to understand who participated in the surveys so that City/NEPDA staff can hone in on community needs/aspirations by geographic location, affiliation, and household characteristics. The following summarizes the participant responses from each survey, whereas Table 2.1.a. compares the participant responses for each of the questions under Part 1 (more detail is provided in Attachments A - D).

- **General Community Survey** - Approximately 311 individuals submitted responses. Most respondents were above the age of 34 (80.70%) with the largest age group being between 35 and 44 years of age. Of the respondents, only about 35% live in the Focus Area and about 11% are employed or own a business in the Focus Area; the majority of those that live in the Focus Area (58.8%) have been there for 10 years or more. Most respondents (80.66%) indicated they have two or more individuals living in their household. Most respondents (96.12%) indicated that they only speak English at home, whereas 1.62% indicated they speak Spanish, 0.32% speak Japanese and 3.24% indicated they speak another language (write-in responses listed Russian and German).

- **Rogers High School Survey** - Approximately 29 individuals submitted responses, the large majority of which (84%) were students under the age of 18. Most respondents indicated they have 3-4 individuals living in their household (50%), whereas 45% of respondents indicated that 5 or more

individuals live in their household. For those that live in Focus Area, most respondents (65%) indicated they have lived there for over 10 years. Most respondents (55%) indicated that they (or their guardians) own their home, 35% rent their residence, 5% are in a temporary living arrangement, and 5% indicated they are unhoused. Most respondents (91.96) indicated that they only speak English at home, whereas 4.17% indicated they speak Spanish and 6.25% indicated they speak another language (write-in responses listed Kiribati, Russian, Korean).

Table 2.1.a. Part 1: Area Connection Participant Responses

Question	General Community Responses	Rogers High School Responses
Q.2.1.1 – Personal Affiliation: Which of the following best describes your connection/affiliation with the Hillyard community and/or the larger Focus Area? (select one)	☐ I am a resident living WITHIN the Hillyard Focus Area.: **33.64%** ☐ I am a residential living OUTSIDE the Hillyard Focus Area.: **44.24%** ☐ I am a business owner in the Hillyard Focus Area.: **4.85%** ☐ I am employed WITHIN the Hillyard Focus Area.: **6.67%** ☐ Other (please specify): **10.61%** ▪ Family, Business Owner, Grew up in area	☐ I am a current student at Rogers HS: **84.00%** ☐ I am a faculty member at Rogers HS: **16.00%** ☐ I am neither a student nor a faculty member of Rogers HS: **0.00%**
Questions for Hillyard Residents (participants were prompted to answer the following questions if they indicated that they reside in the Focus Area)		
Q.2.1.1.a – *Since you indicated that you are Hillyard resident, please indicate the number of individuals living in your household. (select one)*	☐ 1 individual: **19.09%** ☐ 2 individuals: **32.73%** ☐ 3-4 individuals: **40.00%** ☐ 5+ individuals: **8.18%**	☐ 1 individual: **0%** ☐ 2 individuals: **5%** ☐ 3-4 individuals: **50%** ☐ 5+ individuals: **45%**
Q.2.1.1.b – *Since you indicated that you are Hillyard resident, please indicate your current living arrangement. (select one)*	☐ I rent my residence.: **18.35%** ☐ I own my residence.: **81.65%** ☐ I am living temporarily in my residence.: **0.00%** ☐ I am currently unhoused.: **0.00%**	☐ I rent my residence.: **35%** ☐ I own my residence.: **55%** ☐ I am living temporarily in my residence.: **5%** ☐ I am currently unhoused.: **5%**
Q.2.1.1.c – *Since you indicated that you are Hillyard resident, please indicate how long you have lived in the Hillyard community. (select one)*	☐ Less than one (1) year.: **4.59%** ☐ 1 to just less than 2 years.: **5.50%** ☐ 2 to just less than 4 years.: **15.60%** ☐ 5 to just less than 10 years.: **16.51%** ☐ 10 years or more.: **57.80%**	☐ Less than one (1) year.: **0%** ☐ 1 to just less than 2 years.: **5%** ☐ 2 to just less than 4 years.: **25%** ☐ 5 to just less than 10 years.: **5%** ☐ 10 years or more.: **65%**

Table 2.1.a. Part 1: Area Connection Participant Responses		
Question	**General Community Responses**	**Rogers High School Responses**
Q.2.1.2 – Zip Code: Enter the zip code of your primary residence OR place of employment (if working but not living in the Hillyard Focus Area).	97355 98248 99001 99004 99021 99026 99201-99209 99212 99216-99218 99223 99224 99227 99207	*N/A – question not posed to this audience*
Q.2.1.3 – Age: Please indicate your age group from the list below. (select one)	☐ Under 18 years of age: **0.31%** ☐ 18 - 24 years of age: **3.08%** ☐ 25 - 34 years of age: **15.69%** ☐ 35 - 44 years of age: **24.00%** ☐ 45 - 54 years of age: **17.23%** ☐ 55 – 64 years of age: **18.77%** ☐ 65+ years of age: **20.92%**	☐ Under 18 years of age: **84.00%** ☐ 18 - 24 years of age: **0.00%** ☐ 25 - 34 years of age: **4.00%** ☐ 35 - 44 years of age: **6.00%** ☐ 45 - 54 years of age: **6.00%** ☐ 55 – 64 years of age: **0.00%** ☐ 65+ years of age: **0.00%**
Q.4 – Spoken Language: Other than English, what language do you speak at home? (select all that apply)	☐ I only speak English at home: **96.12%** ☐ Chinese: **0.00%** ☐ Japanese: **0.32%** ☐ Spanish: **1.62%** ☐ Tagalog (Filipino): **0.00%** ☐ Vietnamese: **0.32%** ☐ Other (please specify): **3.24%** ▪ (Russian, German)	☐ I only speak English at home: **91.67%** ☐ Chinese: **0.00%** ☐ Japanese: **0.00%** ☐ Spanish **4.17%** ☐ Tagalog (Filipino): **0.00%** ☐ Vietnamese: **0.00%** ☐ Other (please specify): **6.25%** ▪ (Kiribati, Russian, Korean)

2.2 - Part 2: Hillyard Business District

In Part 2 of the surveys, the Project Team wanted to learn about individual perceptions, desires, and needs for the Hillyard Business District (located along Market Street between Wellesley Avenue and Francis Avenue). The following summarizes the participant responses to Part 2 from each survey, whereas Table 2.2.a. compares the participant responses to each of the questions (more detail is provided in Attachments A-D).

- **General Community Survey** – Most of the respondents indicated they visit the Business District on a weekly basis (35.14%) or monthly (32.77%), with some individuals visiting the district each day (13.85%). Most participants indicated that they regularly visit district restaurants, shops, entertainment venues, and automobile service stations. Over 32% of respondents indicated that they go to the area to visit parks and recreational amenities. Several participants indicated a desire for more entertainment venues, hotels, medical services, professional services, and restaurants to operate in the Business District. Most respondents (53.41%) indicated they would like to leave the Haven/Market roadway configurations in place, whereas others indicated their desire to improve the corridors in terms of aesthetics and access.

Pertaining to crime, over 60% of respondents indicated that "the district generally feels safe, but individuals remain cautious of potential criminal activity"; notably, over 33% or respondent specifically indicated the area does not feel safe. Most respondents (56.51%) indicated that the district feels safe and comfortable to walk but needs improvements. By contrast, most participants (48.2%) indicated that the district does not feel safe/comfortable for bicycle travel; 37.05% indicated the area is generally safe/comfortable for biking but the area needs improvement. The survey revealed diverse perspectives on transit availability; most respondents (38.84%) indicated they are unaware of transit options, 31% indicated a need for improvements, and 24.39% indicated transit is available and convenient. For parking availability in the district, most respondents indicated they feel parking is available while others indicated a need for more capacity. Participants indicated a desire to focus enhancements on improving walkability, area appearance, lighting, new businesses, and landscaping.

- **Rogers High School Survey** – From the Rogers High School respondents, most individuals indicated they visit the Business District on a daily (24.39%) or monthly (29.27%). Like the general community responses, these participants indicated they regularly patronize area shops, restaurants, parks, and entertainment venues; schools and barber shops were indicated as "other". Most respondents indicated a desire to add more entertainment venues, community organizations, parks, and restaurants to the Business District. For the Haven/Market corridors, most respondents (40%) want the community to consider changes to the roadway configurations, whereas 32.5% indicated no opinion on the topic. Pertaining to crime, walking/biking, and transit use, most respondents indicated that improvements are needed, though the area generally feels safe and convenient. Participants indicated desired enhancements focused on historic conservation, bike facilities, youth services, and medical services.

Table 2.2.a. Part 2: Hillyard Business District		
Question	**General Community Responses**	**Rogers High School Responses**
Q.2.2.1 – Visitation Frequency: Indicate how frequent you visit (or patronize area businesses) in the Hillyard Business District. (select one)	☐ Daily.: **14.86%** ☐ At least once a week.: **35.14%** ☐ At least once a month.: **32.77%** ☐ At least once annually.: **13.85%** ☐ I do not visit the Hillyard Business District: **3.38%**	☐ Daily.: **24.39%** ☐ At least once a week.: **17.07%** ☐ At least once a month.: **29.27%** ☐ At least once annually.: **14.63%** ☐ I do not visit the Hillyard Business District:**14.63%**
Q.2.2.2 – Place Visitation: Indicate the types of businesses or activities you regularly visit in the Hillyard Business District. (select all that apply)	☐ Automobile service stations.: **16.96%** ☐ Community organizations: **14.53%** ☐ Entertainment venues.: **18.34%** ☐ Medical services: **7.61%** ☐ Other repair shops.: **8.30%** ☐ Parks and recreational venues: **32.72%**	☐ Automobile service stations.: **11.43%** ☐ Community organizations: **8.57%** ☐ Entertainment venues.: **17.14%** ☐ Medical services:**11.43%** ☐ Other repair shops.: **14.29%** ☐ Parks and recreational venues: **34.29%** ☐ Places of worship (e.g., churches, temples, etc.): **11.43%**

Table 2.2.a. Part 2: Hillyard Business District		
Question	**General Community Responses**	**Rogers High School Responses**
	☐ Places of worship (e.g., churches, temples, etc.): **4.84%** ☐ Professional services (e.g., banks, insurance, legal services).: **8.30%** ☐ Restaurants / beverage shops.: **71.97%** ☐ Retail shops (e.g., clothes, furniture, food, etc.).: **62.98%** ☐ Other (please specify): **12.80%** ▪ (Antique Store, Groceries, Barber, Library) ***The percentage under each response indicates the number of participants that chose that element.*	☐ Professional services (e.g., banks, insurance, legal services).: **5.71%** ☐ Restaurants / beverage shops.: **51.43%** ☐ Retail shops (e.g., clothes, furniture, food, etc.).: **48.57%** ☐ Other (please specify): **22.86%** ▪ (School, Route, Gas Station, Mall, Barber) ***The percentage under each response indicates the number of participants that chose that element.*
Q.2.2.3 – Business/Amenity Desires: Indicate which types of businesses or activities are lacking/missing in the Hillyard Business District. (select all that apply)	☐ Automobile service stations.: **4.48%** ☐ Community organizations.: **15.30%** ☐ Entertainment venues.: **48.88%** ☐ Hotels and other overnight accommodations: **42.16%** ☐ Medical services.: **22.39%** ☐ Other repair shops.: **5.22%** ☐ Parks and recreational.: **29.85%** ☐ Professional services (e.g., banks, insurance, legal services).: **37.69%** ☐ Places of worship (e.g., churches, temples, etc.): **4.85%** ☐ Restaurants / beverage shops.: **44.78%** ☐ Retail shops (e.g., clothes, furniture, fresh food, etc.).: **42.16%**	☐ Automobile service stations.: **0.00%** ☐ Community organizations.: **23.68%** ☐ Entertainment venues.: **50.00%** ☐ Hotels and other overnight accommodations: **38.64%** ☐ Medical services.: **10.53%** ☐ Other repair shops.: **7.89%** ☐ Parks and recreational.: **31.58%** ☐ Professional services (e.g., banks, insurance, legal services).: **13.16%** ☐ Places of worship (e.g., churches, temples, etc.): **5.26%** ☐ Restaurants / beverage shops.: **34.21%** ☐ Retail shops (e.g., clothes, furniture, fresh food, etc.).: **18.42%** ☐ Other (please specify): **7.89%** ***The percentage under each response indicates the number of participants that chose that element.*

Table 2.2.a. Part 2: Hillyard Business District		
Question	**General Community Responses**	**Rogers High School Responses**
	☐ Other (please specify): **7.84%** ***The percentage under each response indicates the number of participants that chose that element.*	
Q.2.2.4 – Market/Haven Street Configuration: Indicate your thoughts on the Market Street and Haven Street corridors – presently the corridors function as one-way pairs. (select one)	☐ Leave as is - I like the current Market Street and Haven Street roadway configuration/design.: **52.41%** ☐ Consider Changes - The current Market Street and Haven Street roadway configuration/design needs some improvement.: **19.66%** ☐ Redesign the Corridors – The current Market Street and Haven Street corridors need a redesign as narrower, two-way roadways.: **13.10%** ☐ I do not have an opinion on these corridors.: **14.83%**	☐ Leave as is - I like the current Market Street and Haven Street roadway configuration/design.: **22.50%** ☐ Consider Changes - The current Market Street and Haven Street roadway configuration/design needs some improvement.: **40.00%** ☐ Redesign the Corridors – The current Market Street and Haven Street corridors need a redesign as narrower, two-way roadways.: **5.00%** ☐ I do not have an opinion on these corridors.: **32.50%**
Q.2.2.5 – District Crime Perception: Indicate your personal perception of crime activity in the Hillyard Business District. (select one)	☐ The District feels safe from crime.: **6.14%** ☐ The District generally feels safe but I remain cautious of potential criminal activity.: **60.41%** ☐ The District does NOT feel safe; crime regularly occurs.: **33.45%**	☐ The District feels safe from crime.: **14.63%** ☐ The District generally feels safe but I remain cautious of potential criminal activity.: **68.29%** ☐ The District does NOT feel safe; crime regularly occurs.: **17.07%**
Q.2.2.6 – District Walkability Perception: Indicate your personal perception of walking safety and convenience in the Hillyard Business District. (select one)	☐ The District feels safe and comfortable to walk.: **15.07%** ☐ The District generally feels safe and comfortable to walk but needs improvement.: **56.51%** ☐ The District does NOT feel safe and comfortable to walk.: **28.42%**	☐ The District feels safe and comfortable to walk.: **15.00%** ☐ The District generally feels safe and comfortable to walk but needs improvement.: **75.00%** ☐ The District does NOT feel safe and comfortable to walk.: **10.00%**
Q.2.2.7 – District Biking Perception: Indicate your personal perception of bicycle	☐ The District feels safe and comfortable to bike.: **14.75%**	☐ The District feels safe and comfortable to bike.: **14.63%**

Table 2.2.a. Part 2: Hillyard Business District		
Question	**General Community Responses**	**Rogers High School Responses**
safety and convenience in the Hillyard Business District. (select one)	☐ The District generally feels safe and comfortable to bike but needs improvement.: **37.05%** ☐ The District does NOT feel safe and comfortable to bike.: **48.20%**	☐ The District generally feels safe and comfortable to bike but needs improvement.: **60.98%** ☐ The District does NOT feel safe and comfortable to bike.: **24.39%**
Q.2.2.8 – District Transit Perception: Indicate your personal perception of transit service availability and convenience in the Hillyard Business District. (select one)	☐ The District feels like it has available and convenient transit options.: **24.39%** ☐ The District generally has available and convenient transit options but needs improvement.: **31.01%** ☐ The District does NOT have available and convenient transit options.: **9.76%** ☐ I am unaware of the transit options in the District.: **38.84%**	☐ The District feels like it has available and convenient transit options.: **28.57%** ☐ The District generally has available and convenient transit options but needs improvement.: **52.38%** ☐ The District does NOT have available and convenient transit options.: **0.00%** ☐ I am unaware of the transit options in the District.: **19.05%**
Q.2.2.9 – District Parking Perception: Indicate your personal perception of motor vehicle parking availability and convenience in the Hillyard Business District. (select one)	☐ The District feels like it has available and convenient parking options.: **35.49%** ☐ The District mostly has available and convenient parking but needs improvement.: **49.83%** ☐ The District does NOT have available and convenient parking.: **14.68%**	☐ The District feels like it has available and convenient parking options.: **22.50%** ☐ The District mostly has available and convenient parking but needs improvement.: **62.50%** ☐ The District does NOT have available and convenient parking.: **15.00%**
Q.2.2.10 – Desired Enhancements: Describe specific enhancements that you would like to see in the Hillyard Business District.	☐ Walkability, bike paths ☐ Neighborhood cleanup/ maintenance of surrounding area/ parks ☐ Lighting for safety, general security ☐ Small businesses, retail shops, Farmer's Market, antique stores ☐ Finish the Children of the Sun Trail	☐ Enhance Hillyard; keep original historical charm ☐ More bike lanes and parking ☐ Spaces or businesses for youth; events or entertainment venues ☐ Medical services

Table 2.2.a. Part 2: Hillyard Business District		
Question	**General Community Responses**	**Rogers High School Responses**
	□ Trees, flower baskets and landscaping	

2.3 - Part 3: Focus Area Neighborhoods and Housing

In the third part of the surveys, the Project Team wanted to learn about individual perceptions, desires, and needs for the residential neighborhoods that fall within the Hillyard Focus Area boundaries. The following summarizes the participant responses to Part 3 from each survey, whereas Table 2.3.a. compares the participant responses to each of the questions (more detail is provided in Attachments A-D).

- **General Community Survey** - Over half of respondents indicated that affordable and diversified housing options exist but could be expanded. Over three quarters of respondents indicated that 2- and 3-bedroom housing units are in the highest demand. Houses were indicated to be the most appropriate housing type for the Focus Area followed by townhouses, duplexes, and small apartments (4-6 units). Over 90% of respondents indicated that neighborhood and individual properties are either generally maintained but require improvements or are not well-maintained. When asked which neighborhood elements require better maintenance, individual properties and sidewalks were the most answered followed by trees/landscaping, streets, and parks and public open spaces. Of respondents that live in the Focus Area, price was overwhelmingly indicated as a reason for residency. The four most commonly selected positive amenities in the Hillyard Neighborhood were parks and open space, nearby shopping, schools and education institutions, and community organizations/resources.

- **Rogers High School Responses** - Nearly 72% of respondents indicated that affordable housing options exist but could be expanded; a smaller proportion (46.67%) indicated that diversified housing options exist but could be improved. Just over 93% of respondents indicated that 2- and 3-bedroom housing units are in the highest demand. Houses were indicated to be the most appropriate housing type for the focus area followed by duplexes and small apartments (4-6 units). All respondents indicated that neighborhood and individual properties are either generally maintained but require improvements or are not well-maintained. When asked which neighborhood elements require better maintenance, sidewalks were the most answered followed by trees/landscaping, streets, parks and public open spaces, and, to a lesser degree, individual properties. Of respondents that live in the Focus Area, location and personal relationships were cited as reasons for residency followed by price and neighborhood appearance. The three most selected positive amenities in the Hillyard Neighborhood were parks and open space, nearby shopping, and schools and education institutions.

Table 2.3.a. Part 3: Residential Neighborhoods and Housing		
Question	**General Community Responses**	**Rogers High School Responses**
Q.2.3.1 – Reason for Residency: Indicate the primary consideration/condition that made you choose/remain in your residence. (select one)	□ Price: **25.47%** □ Unit Size (e.g., number of bedrooms): **0.75%** □ Location: **6.37%**	□ Price: **14.29%** □ Unit Size (e.g., number of bedrooms): **2.86%** □ Location: **14.29%**

Table 2.3.a. Part 3: Residential Neighborhoods and Housing		
Question	**General Community Responses**	**Rogers High School Responses**
	☐ Safety: **0.75%** ☐ Neighborhood appearance (e.g., character, maintenance): **2.62%** ☐ Neighborhood amenities (e.g., parks, shopping, etc.): **1.12%** ☐ Personal relationships: **7.87%** ☐ I do not live in the Hillyard Focus Area: **43.45%** ☐ Other (please specify): **11.61%** ▪ Affordability, Grew up in Neighborhood	☐ Safety: **0.00%** ☐ Neighborhood appearance (e.g., character, maintenance): **8.57%** ☐ Neighborhood amenities (e.g., parks, shopping, etc.): **0.00%** ☐ Personal relationships: **8.57%** ☐ I do not live in the Hillyard Focus Area: **42.86%** ☐ Other (please specify): **8.57%** ▪ Live with Family
Q.2.3.2. – Neighborhood Amenities: Indicate which of the following are positive amenities present in the Focus Area neighborhoods. (select all that apply)	☐ Child/adult care centers: **21.93%** ☐ Community organizations/resources: **37.72%** ☐ Nearby employment.: **29.82%** ☐ Nearby shopping.: **54.82%** ☐ Parks and open space.: **58.53%** ☐ Places of worship: **24.56%** ☐ Schools and education institutions: **44.30%** ☐ Other (please specify): **12.28%** ▪ Bars and Restaurants, Accessibility, Walkability ***The percentage under each response indicates the number of participants that chose that element.*	☐ Child/adult care centers: **18.18%** ☐ Community organizations/resources: **30.30%** ☐ Nearby employment.: **27.27%** ☐ Nearby shopping.: **54.55%** ☐ Parks and open space.: **42.42%** ☐ Places of worship: **27.27%** ☐ Schools and education institutions: **48.48%** ☐ Other (please specify): **6.06%** ***The percentage under each response indicates the number of participants that chose that element.*
Q.2.3.3. – Housing Affordability: Indicate your perception of housing affordability in the Focus Area neighborhoods. (select one)	☐ There are a variety of affordable housing options.: **27.45%**	☐ There are a variety of affordable housing options.: **3.03%**

Table 2.3.a. Part 3: Residential Neighborhoods and Housing		
Question	**General Community Responses**	**Rogers High School Responses**
	☐ There are some affordable housing options but there could be more.: **50.59%** ☐ There are virtually no affordable housing options.: **21.96%**	☐ There are some affordable housing options but there could be more.: **75.76%** ☐ There are virtually no affordable housing options.: **21.21%**
Q.2.3.4. – Housing Options: Indicate whether you feel there are a variety of housing options to house the area's diverse household characteristics (e.g., larger households, small households, households with seniors). (select one)	☐ There are a variety of housing options in the neighborhood (e.g., a mix of unit sizes and different price points).: **29.37%** ☐ There are some housing options, but the neighborhood needs more.: **52.38%** ☐ There are very few housing options in the neighborhood.: **18.25%**	☐ There are a variety of housing options in the neighborhood (e.g., a mix of unit sizes and different price points).: **26.47%%** ☐ There are some housing options, but the neighborhood needs more.: **61.76%** ☐ There are very few housing options in the neighborhood.: **11.76%**
Q.2.3.5. – Unit Size Needs: Indicate your perception of the housing unit sizes that are in high demand in the Focus Area. (select all that apply)	☐ Studio units.: **19.75%** ☐ 1-bedroom units.: **28.57%** ☐ 2 and 3-bedroom units.: **78.57%** ☐ 4+ bedroom units.: **16.39%** ☐ Other (please specify): **9.66%** ▪ (Affordable SFR, Multi-Use) ***The percentage under each response indicates the number of participants that chose that element.*	☐ Studio units.: **9.68%** ☐ 1-bedroom units.: **16.13%** ☐ 2 and 3-bedroom units.: **83.87%** ☐ 4+ bedroom units.: **29.03%** ☐ Other (please specify): **6.45%** ***The percentage under each response indicates the number of participants that chose that element.*
Q.2.3.6. – Housing Types: Indicate the types of housing that you feel would be appropriate for the Focus Area – either in the established neighborhoods or business districts. (select all that apply)	☐ Accessory dwelling units (e.g., garage apartments, guest cottages that share the same property as a house).: **36.84%** ☐ Apartments (small – 4 to 6 units): **49.80%** ☐ Apartments (large – over 6 units): **27.13%** ☐ Duplexes: **49.80%** ☐ Houses: **61.54%**	☐ Accessory dwelling units (e.g., garage apartments, guest cottages that share the same property as a house).: **12.50%** ☐ Apartments (small – 4 to 6 units): **37.50%** ☐ Apartments (large – over 6 units): **21.88%** ☐ Duplexes: **40.63%** ☐ Houses: **75.00%**

Table 2.3.a. Part 3: Residential Neighborhoods and Housing		
Question	**General Community Responses**	**Rogers High School Responses**
	☐ Manufactured homes: **14.98%** ☐ Shared housing (e.g., residents share a kitchen area but have their own bedroom).: **17.41%** ☐ Townhouses: **43.72%** ☐ Other (please specify): **7.29%** ▪ Revitalize existing housing ***The percentage under each response indicates the number of participants that chose that element.*	☐ Manufactured homes: **9.38%** ☐ Shared housing (e.g., residents share a kitchen area but have their own bedroom).: **9.38%** ☐ Townhouses: **21.88%** ☐ Other (please specify): **0.00%** ***The percentage under each response indicates the number of participants that chose that element.*
Q.2.3.7. – Neighborhood Maintenance: Indicate your perception of maintenance in the Focus Area neighborhoods. (select one)	☐ The neighborhood and individual properties are well-maintained.: **6.87%** ☐ The neighborhood and individual properties are generally maintained but there are needed improvements.: **48.85%** ☐ Either the neighborhood or the individual properties are NOT well-maintained.: **44.27%**	☐ The neighborhood and individual properties are well-maintained.: **6.06%** ☐ The neighborhood and individual properties are generally maintained but there are needed improvements.: **57.58%** ☐ Either the neighborhood or the individual properties are NOT well-maintained.: **36.36%**
Q.2.3.8. – Maintenance Needs: Indicate what neighborhood elements need better routine maintenance. (select all that apply)	☐ Individual properties (private land): **73.83%** ☐ Parks and public open space: **39.84%** ☐ Sidewalks: **62.89%** ☐ Signage/Wayfinding: **24.22%** ☐ Streets (e.g., travel lanes and parking stalls): **46.09%** ☐ Trees/landscaping: **50.78%** ☐ Other (please specify): **9.38%**	☐ Individual properties (private land): **39.39%** ☐ Parks and public open space: **63.64%** ☐ Sidewalks: **72.73%** ☐ Signage/Wayfinding: **3.03%** ☐ Streets (e.g., travel lanes and parking stalls): **54.55%** ☐ Trees/landscaping: **60.61%** ☐ Other (please specify): **6.06%** ***The percentage under each response indicates the number of*

Table 2.3.a. Part 3: Residential Neighborhoods and Housing		
Question	**General Community Responses**	**Rogers High School Responses**
	▪ Paving, General maintenance of sidewalks and housing ***The percentage under each response indicates the number of participants that chose that element.*	*participants that chose that element.*
Q.2.3.9 – Neighborhood Crime Perception: Indicate your personal perception of crime activity in the Focus Area neighborhoods. (select one)	☐ The neighborhood feels safe from crime.: **3.11%** ☐ The neighborhood generally feels safe, but I remain cautious of potential criminal activity.: **58.75%** ☐ The neighborhood does NOT feel safe; crime regularly occurs.: **38.13%**	☐ The neighborhood feels safe from crime.: **12.12%** ☐ The neighborhood generally feels safe, but I remain cautious of potential criminal activity.: **72.73%** ☐ The neighborhood does NOT feel safe; crime regularly occurs.: **15.15%**
Q.2.3.10 – Desired Enhancements: Describe specific enhancements that you would like to see in the Focus Area neighborhoods.	☐ Cleanup and maintenance of parks and neighborhood ☐ Focus on safety issues; lighting, police presence, reduce crime ☐ Crosswalks and more sidewalks; pedestrian and bike-friendly	☐ Housing affordability ☐ Maintenance to streets and sidewalks ☐ Lighting and landscaping

2.4 - Part 4: Focus Area Industrial/Employment Areas

In Part 4 of the surveys, the Project Team wanted to learn of individual perceptions, desires, and needs for the industrial/employment areas that fall within the Hillyard Focus Area boundaries (while focusing on the land on the east side of the North Spokane Corridor/US 395 highway project). The following summarizes the participant responses to Part 4 from each survey, whereas Table 2.4.a. compares the participant responses to each of the questions (more detail is provided in Attachments A-D).

- **General Community Survey** – Most of the community respondents indicated that the legacy industrial areas within the Focus Area are a functioning employment center but need enhancements; 22% indicated that they felt it was not very economically viable. For desired future uses, respondents expressed support for a wider variety of industries plus the addition of commercial services – notably, 63.4% respondents expressed their desire for restaurants. Pertaining to perceptions of crime, most respondents (58.44%) indicated that "the industrial/employment areas feel generally safe, but individuals remain cautious of potential criminal activity"; in contrast, 34.98% felt the area is not safe and crime regularly occurs. For walking and biking, most participants felt the industrial/employment areas do not feel safe/comfortable for those transportation modes; others felt the area was generally safe for

walking/biking yet acknowledged a need for improvements. Most respondents indicated their preference to prioritize capital improvements on Freya Street and Wellesley Avenue over other streets; whereas, Rowen Avenue and Havana Street were also indicated as priorities (to a lessor degree of support). When asked about area opportunities, respondents indicated their top desires as providing better roadways, sidewalks, transit, crime prevention, and business diversity.

- **Rogers High School Survey** – Most of the Rogers High School affiliates (83.33%) indicated they feel the industrial areas are a functioning employment district but needs enhancements. For future land uses, the respondents indicated a preference for a wider variety of businesses and commercial services with restaurants being a top desire. Regarding crime perceptions, 71.88% of respondents indicated that the area feels generally safe but individuals remain cautious of potential criminal activity (this is a higher response compared to the general community survey). Most respondents (> 60%) felt the legacy industrial/employment areas are generally safe/comfortable to walk/bike yet acknowledged a need for improvements. For priority roadway project, improvements to Wellesley Avenue received the most support (34.48%) and Freya Stret received support from 20.69% of participant responses. Better sidewalks, roadways, bicycle facilities, new parks, and crime prevention were the top-rated opportunities indicated from the respondents.

Table 2.4.a. Part 4: Focus Area Industrial/Employment Areas		
Question	**General Community Responses**	**Rogers High School Responses**
Q.2.4.1 – Industrial Area Perception: Indicate your personal perception/impression of the industrial/employment areas in the Focus Area. (select one)	☐ The industrial area is a thriving employment district.: **15.00%** ☐ The industrial area is a functioning employment district but needs enhancements.: **62.08%** ☐ The industrial area is not a very viable employment district (substantial enhancements are needed).: **22.92%**	☐ The industrial area is a thriving employment district.: **10.00%** ☐ The industrial area is a functioning: employment district but needs enhancements.: **83.33%** ☐ The industrial area is not a very viable employment district (substantial enhancements are needed).: **6.67%**
Q.2.4.2 – Industrial Area Business Desires: Indicate the types of businesses/industries you feel are <u>appropriate</u> for the industrial/employment areas in the Focus Area. (select all that apply)	☐ Artist studios: **43.40%** ☐ Building supply/material companies: **50.64%** ☐ Construction companies: **48.09%** ☐ Food processing: **38.72%** ☐ Manufacturing: **53.62%** ☐ Plant nurseries: **62.55%** ☐ Professional office: **43.83%** ☐ Technology centers: **42.55%** ☐ Utility service providers: **35.74%**	☐ Artist studios: **34.48%** ☐ Building supply/material companies: **37.93%** ☐ Construction companies: **37.93%** ☐ Food processing: **34.48%** ☐ Manufacturing: **34.48%** ☐ Plant nurseries: **34.48%** ☐ Professional office: **24.14%** ☐ Technology centers: **31.03%** ☐ Utility service providers: **27.59%**

Table 2.4.a. Part 4: Focus Area Industrial/Employment Areas		
Question	**General Community Responses**	**Rogers High School Responses**
	☐ Repair services: **50.21%** ☐ Restaurants (e.g., dining options): **63.40%** ☐ Retail/commercial services: **56.60%** ☐ Warehousing and distribution: **49.36%** ☐ Other (please specify): **5.11%** ▪ Medical, Daycare ***The percentage under each response indicates the number of participants that chose that element.*	☐ Repair services: **41.38%** ☐ Restaurants (e.g., dining options): **51.72%** ☐ Retail/commercial services: **27.59%** ☐ Warehousing and distribution: **31.03%** ☐ Other (please specify): **10.34%** ▪ Retail, Cultural shops ***The percentage under each response indicates the number of participants that chose that element.*
Q.2.4.3 – Crime Perception: Indicate your personal perception of crime activity in the industrial/ employment areas of the Focus Area. (select one)	☐ The industrial/employment areas feel safe from crime.: **6.58%** ☐ The industrial/employment areas generally feel safe but I remain cautious of potential criminal activity.: **58.44%** ☐ The industrial/employment areas do NOT feel safe; crime regularly occurs.: **34.98%**	☐ The industrial/employment areas feel safe from crime.: **12.50%** ☐ The industrial/employment areas generally feel safe but I remain cautious of potential criminal activity.: **71.88%** ☐ The industrial/employment areas do NOT feel safe; crime regularly occurs.: **15.63%**
Q.2.4.4 – Walkability Perception: Indicate your personal perception of walking safety and convenience in the industrial/employment areas of the Focus Area. (select one)	☐ The industrial/employment areas feel safe and comfortable to walk.: **4.10%** ☐ The industrial/employment areas generally feel safe and comfortable to walk but needs improvement.: **40.98%** ☐ The industrial/employment areas feel do NOT feel safe and comfortable to walk.: **54.92%**	☐ The industrial/employment areas feel safe and comfortable to walk.: **19.35%** ☐ The industrial/employment areas generally feel safe and comfortable to walk but needs improvement.: **61.29%** ☐ The industrial/employment areas feel do NOT feel safe and comfortable to walk.: **19.35%**
Q.2.4.5 – Biking Perception: Indicate your personal perception of bicycle safety and convenience in the	☐ The industrial/employment areas feel safe and comfortable to bike.: **6.69%**	☐ The industrial/employment areas feel safe and comfortable to bike.: **20.00%**

Table 2.4.a. Part 4: Focus Area Industrial/Employment Areas		
Question	**General Community Responses**	**Rogers High School Responses**
industrial/employment areas of the Focus Area. (select one)	☐ The industrial/employment areas generally feel safe and comfortable to bike but needs improvement.: **35.15%** ☐ The industrial/employment areas feel do NOT feel safe and comfortable to bike.: **58.16%**	☐ The industrial/employment areas generally feel safe and comfortable to bike but needs improvement.: **60.00%** ☐ The industrial/employment areas feel do NOT feel safe and comfortable to bike.: **20.00%**
Q.2.4.6 –Transit Perception: Indicate your personal perception of transit service availability and convenience in the industrial/employment areas of the Focus Area. (select one)	☐ The industrial/employment areas feel like they have available and convenient transit options.: **8.05%** ☐ The industrial/employment areas generally have available and convenient transit options but need improvement.: **24.15%** ☐ The industrial/employment areas do NOT have available and convenient transit options.: **23.73%** ☐ I am unaware of the transit options in the industrial/employment areas.: **44.07%**	☐ The industrial/employment areas feel like they have available and convenient transit options.: **15.63%** ☐ The industrial/employment areas generally have available and convenient transit options but need improvement.: **37.50%** ☐ The industrial/employment areas do NOT have available and convenient transit options.: **9.38%** ☐ I am unaware of the transit options in the industrial/employment areas.: **37.50%**
Q.2.4.7 – Driving Perception: Indicate your personal perception of driving safety and convenience in the industrial/employment areas of the Focus Area, whereas it is acknowledged that several roadways are unimproved. (select one)	☐ The industrial/employment areas feel safe and convenient to drive.: **20.76%** ☐ The industrial/employment areas generally feel safe and convenient to drive but needs improvement.: **60.59%** ☐ The industrial/employment areas feel do NOT feel safe and convenient to drive.: **18.64%**	☐ The industrial/employment areas feel safe and convenient to drive.: **45.16%** ☐ The industrial/employment areas generally feel safe and convenient to drive but needs improvement.: **51.61%** ☐ The industrial/employment areas feel do NOT feel safe and convenient to drive.: **3.23%**
Q.2.4.8 – Priority Roadway Improvements: Indicate which roadway corridor in the industrial/employment areas the City	☐ Florida Street (north of Wellesley): **6.44%** ☐ Freya Street (north of Wellesley): **33.17%**	☐ Florida Street (north of Wellesley): **6.90%** ☐ Freya Street (north of Wellesley): **20.69%**

Table 2.4.a. Part 4: Focus Area Industrial/Employment Areas		
Question	**General Community Responses**	**Rogers High School Responses**
should prioritize in the near-term for improvements; whereas it is acknowledged that several existing roadways are unimproved. (select one)	☐ Havana Street (north of Wellesley): **8.42%** ☐ Julia/Rebecca Street (north of Wellesley): **3.96%** ☐ Myrtle Street (north of Wellesley): **3.96%** ☐ Rowen Avenue (east of Freya): **8.91%** ☐ Wellesley Avenue (east of Freya): **19.80%** ☐ Other (please specify):**15.35%** ▪ General paving and maintenance to all roads, Dedicated bike lanes	☐ Havana Street (north of Wellesley): **10.43%** ☐ Julia/Rebecca Street (north of Wellesley): **0.00%** ☐ Myrtle Street (north of Wellesley): **0.00%** ☐ Rowen Avenue (east of Freya): **6.90%** ☐ Wellesley Avenue (east of Freya): **34.48%** ☐ Other (please specify): **20.69%** ▪ Euclid to Minnehaha, Freya St, 6th & Park
Q.2.4.9 – Opportunities – Indicate which elements/conditions would improve the economic viability of the industrial/employment areas in the Focus Area. (select all that apply)	☐ Better bicycle facilities: **35.10%** ☐ Better roadways: **60.00%** ☐ Better sidewalks and pedestrian amenities: **63.67%** ☐ Better transit service: **39.18%** ☐ Better utilities: **15.10%** ☐ Business diversity: **46.12%** ☐ Clean industries: **28.57%** ☐ Crime prevention: **67.76%** ☐ District branding (e.g., name, logo): **26.94%** ☐ More flexible development/zoning regulations : **27.76%** ☐ More restrictive development/zoning regulations: **10.61%** ☐ Parks and open space: **42.04%** ☐ Signage and Wayfinding: **24.90%** ☐ Other (please specify): **4.08%**	☐ Better bicycle facilities: **41.94%** ☐ Better roadways: **51.61%** ☐ Better sidewalks and pedestrian amenities: **64.52%** ☐ Better transit service: **19.35%** ☐ Better utilities: **25.81%** ☐ Business diversity: **38.71%** ☐ Clean industries: **38.71%** ☐ Crime prevention: **41.94%** ☐ District branding (e.g., name, logo): **22.58%** ☐ More flexible development/zoning regulations : **19.35%** ☐ More restrictive development/zoning regulations: **6.45%** ☐ Parks and open space: **54.84%** ☐ Signage and Wayfinding: **6.45%** ☐ Other (please specify): **6.45%**

Table 2.4.a. Part 4: Focus Area Industrial/Employment Areas		
Question	**General Community Responses**	**Rogers High School Responses**
	▪ Housing, General maintenance to existing area ***The percentage under each response indicates the number of participants that chose that element.*	▪ Hillyard community pride ***The percentage under each response indicates the number of participants that chose that element.*
Q.2.4.10 – Desired Enhancements: Describe specific enhancements that you would like to see in the industrial/employment areas of the Focus Area.	☐ Crime prevention, focus on safety of the area ☐ Dedicated bike lanes; bike and pedestrian infrastructure ☐ Fix/ improve roads and maintenance of businesses	☐ Pedestrian and bike accessibility to industrial area and bus transit ☐ Grocery stores, business ☐ Job/ employment opportunities

2.5 - Part 5: Focus Area Parks, Recreation, and Open Space

In Part 5 of the surveys, the Project Team wanted to learn about individual perceptions, desires, and needs for parks, recreation, and open space amenities within the Hillyard Focus Area boundaries. The following summarizes the participant responses to Part 5 from each survey, whereas Table 2.5.a. compares the participant responses to each of the questions (more detail is provided in Attachments A-D).

- **General Community Survey** - The majority of respondents indicated they visit parks in the Focus Area monthly or annually with Beacon Hill, the Children of the Sun Trail, Esmeralda Golf Course, Shipley-Harmon Park and Jim Hill Park being the most popular. In considering their perception of green space in the Focus Area, most respondents had a favorable view but felt the area could be improved with more bike trails, walking trails, and natural and conservation areas. Additionally, improved maintenance for lighting was overwhelming indicated by respondents.

- **Rogers High School Responses** - Compared to the general survey responses, students at Rogers High School visit the parks in the Focus Area more frequently with a majority indicating they go at least weekly or monthly with Beacon Hill and Jim Hill Park being the most popular. Respondents had an overall similar perception of green space in the Focus Area as their general survey counterparts except the addition of natural and conservation areas was not as indicated. Similar to the general survey, lighting was the most selected element of parks that needs better maintenance.

Table 2.5.a. Part 5: Parks, Recreation, and Open Space		
Question	**General Community Responses**	**Rogers High School Responses**
Q.2.5.1 – Park Visitation Frequency: Indicate how frequent you visit public parks and open spaces within the Hillyard Focus Area boundaries. (select one)	☐ Daily.: **8.54%** ☐ At least once a week.: **17.07%** ☐ At least once a month.: **27.24%**	☐ Daily.: **3.33%** ☐ At least once a week.: **26.67%** ☐ At least once a month.: **30.00%**

Table 2.5.a. Part 5: Parks, Recreation, and Open Space		
Question	**General Community Responses**	**Rogers High School Responses**
	☐ At least once annually.: **25.20%** ☐ I do not visit the public parks in the Focus Area.: **21.95%**	☐ At least once annually.: **26.67%** ☐ I do not visit the public parks in the Focus Area.: **13.33%**
Q.2.5.2 – Park Use: Indicate which of the following public parks and open spaces have you used/visited in the past year. (select all that apply)	☐ Beacon Hill: **44.34%** ☐ Children of the Sun Trail: **36.65%** ☐ Esmeralda Golf Course: **29.41%** ☐ Hillyard Aquatic Center: **20.36%** ☐ Jim Hill Park: **36.65%** ☐ Kehoe Park: **19.46%** ☐ Loren Kondo Park: **5.43%** ☐ Shipley-Harmon Park (and Skate Park): **29.86%** ☐ Wildhorse Park: **13.12%** ☐ Other (please specify): **11.76%** ▪ Minnehaha, Parks in vicinity ***The percentage under each response indicates the number of participants that chose that element.*	☐ Beacon Hill: **48.28%** ☐ Children of the Sun Trail: **24.14%** ☐ Esmeralda Golf Course: **13.79%** ☐ Hillyard Aquatic Center: **24.14%** ☐ Jim Hill Park: **34.48%** ☐ Kehoe Park: **20.69%** ☐ Loren Kondo Park: **6.90%** ☐ Shipley-Harmon Park (and Skate Park): **24.14%** ☐ Wildhorse Park: **6.90%** ☐ Other (please specify): **20.69%** ▪ Hays Park, Andrew Rypien Park ***The percentage under each response indicates the number of participants that chose that element.*
Q.2.5.3 – Park and Open Space Availability: Indicate your perception of available parks and open spaces in the Hillyard Focus Area. (select one)	☐ The Focus Area has a broad array of parks and open space amenities.: **22.71%** ☐ The Focus Area has parks and open spaces but needs more (or enhanced spaces).: **64.19%** ☐ The Focus Area does NOT have enough parks and open space amenities.: **13.10%**	☐ The Focus Area has a broad array of parks and open space amenities.: **21.43%** ☐ The Focus Area has parks and open spaces but needs more (or enhanced spaces).: **57.14%** ☐ The Focus Area does NOT have enough parks and open space amenities.: **21.43%**
Q.2.5.4 – Desired Open Space and Recreational Amenities: Indicate what types of recreational amenities	☐ Bicycle trails/pathways: **58.77%**	☐ Bicycle trails/pathways: **75.86%**

Table 2.5.a. Part 5: Parks, Recreation, and Open Space		
Question	**General Community Responses**	**Rogers High School Responses**
should be added and/or expanded in the Hillyard Focus Area. (select all that apply)	☐ Entertainment venues (e.g., stages, grand stands): **49.12%** ☐ Natural and conservation areas.: **57.46%** ☐ Passive gathering areas (e.g., lawns, shelters): **37.72%** ☐ Playgrounds: **43.42%** ☐ Skate parks: **11.84%** ☐ Sports courts/fields: **35.96%** ☐ Walking trails: **61.84%** ☐ Other (please specify): **7.02%** ▪ Dog park, Address homeless ***The percentage under each response indicates the number of participants that chose that element.*	☐ Entertainment venues (e.g., stages, grand stands): **44.83%** ☐ Natural and conservation areas.: **51.72%** ☐ Passive gathering areas (e.g., lawns, shelters): **20.69%** ☐ Playgrounds: **44.83%** ☐ Skate parks: **37.93%** ☐ Sports courts/fields: **31.03%** ☐ Walking trails: **58.62%** ☐ Other (please specify): **3.45%** ***The percentage under each response indicates the number of participants that chose that element.*
Q.2.5.5 – Maintenance Needs: Indicate what parks and open space element need better routine maintenance in the Focus Area. (select all that apply)	☐ Lighting: **79.11%** ☐ Parking areas: **43.11%** ☐ Playground equipment: **50.67%** ☐ Sidewalks: **50.67%** ☐ Signage: **22.22%** ☐ Sports fields: **27.56%** ☐ Trees/landscaping: **46.22%** ☐ Other (please specify): **12.89%** ▪ Garbage cans, General security needs, Restrooms ***The percentage under each response indicates the number of participants that chose that element.*	☐ Lighting: **73.33%** ☐ Parking areas: **30.00%** ☐ Playground equipment: **43.33%** ☐ Sidewalks: **53.33%** ☐ Signage:**13.33%** ☐ Sports fields: **30.00%** ☐ Trees/landscaping: **63.33%** ☐ Other (please specify): **6.67%** ▪ Garbage, Sewage ***The percentage under each response indicates the number of participants that chose that element.*

Table 2.5.a. Part 5: Parks, Recreation, and Open Space		
Question	**General Community Responses**	**Rogers High School Responses**
Q.2.5.6 – Park and Open Space Crime Perception: Indicate your personal perception of crime activity in the Focus Area parks and open space areas. (select one)	☐ The parks and open space areas feel safe from crime.: **5.91%** ☐ The parks and open space areas generally feel safe, but I remain cautious of potential criminal activity.: **56.54%** ☐ The parks and open space areas do NOT feel safe; crime regularly occurs.: **37.55%**	☐ The parks and open space areas feel safe from crime.: **10.34%** ☐ The parks and open space areas generally feel safe, but I remain cautious of potential criminal activity.: **58.62%** ☐ The parks and open space areas do NOT feel safe; crime regularly occurs.: **31.03%**
Q.2.5.7 – Potential Parks and Open Space: Identify any land/property within the Focus Area that you would recommend as a new park or open space area (e.g., describe as street intersections).	☐ Revitalize existing parks ☐ Frey & Wellesley, Havanna and Bowdish, Wellesley & Market, Market & Queen ☐ Beacon hill bike path or park ☐ Hillyard business district	☐ Rochester Heights Park ☐ Market Street ☐ Hillyard ☐ Crestline and Lincoln St
Q.2.5.8 – Desired Enhancements: Describe specific park and open space enhancements that you would like to see in the Focus Area.	☐ Splash pads, water slides ☐ Replace existing playground equipment ☐ Reduce drug use and crime for safety; will allow families with kids to enjoy area ☐ Lighting and security camera / trail cams ☐ Dog park	☐ Rogers HS football field ☐ Art, murals, support local artists in parks ☐ More green space like Kendall yards ☐ Minnehaha; skate park

2.6 - Part 6: Final Thoughts and Recommendations

In the final parts of the surveys, the Project Team wanted to provide additional opportunities for individuals to communicate their recommendations to improve/enhance the land, neighborhoods, businesses, and quality of life within the Hillyard Focus Area boundaries. Table 2.5.a. compares the participant responses too each of the questions (the complete responses are provided in electronic format representing Attachments C and D).

Table 2.6.a: Final Thoughts and Recommendations		
Question	**General Community Responses**	**Rogers High School Responses**
Q.2.6.1 – Priorities: Indicate your top priorities for Hillyard's future – these	☐ Commercial Services: **4** ☐ Community Appearance: **2**	☐ Commercial Services: **7** ☐ Community Appearance: **4**

Table 2.6.a: Final Thoughts and Recommendations		
Question	**General Community Responses**	**Rogers High School Responses**
are items/subjects that the City/NEPDA should strive to address/solve in the near future. (place the items in order of importance to you with 1 being your top priority)	☐ Crime and safety: **1** ☐ Environmental Sustainability: **6** ☐ Housing Affordability: **3** ☐ Housing Options: **5** ☐ Jobs and Employment: **7** ☐ Transportation Options: **8** ☐ Utility Service: **9** ☐ Other (please specify)	☐ Crime and safety: **2** ☐ Environmental Sustainability: **5** ☐ Housing Affordability: **1** ☐ Housing Options: **3** ☐ Jobs and Employment: **6** ☐ Transportation Options: **8** ☐ Utility Service: **9** ☐ Other (please specify)
Q.2.6.2 – One Big Project: Describe one community improvement project/initiative that you would like to see added to Hillyard (including the business district, employment areas, and neighborhoods).	☐ Neighborhood watch/ crime prevention ☐ Sidewalks, bike paths, accessibility to surround areas ☐ Beautification of area through, art, murals or honoring First Nations	☐ Community focused spaces; parks, gardens ☐ Keep historic buildings ☐ Areas to hangout; arcade or restaurants ☐ Improve crime and safety of area
Q.2.8.3 – Other Comments: State any other ideas for Hillyard that would improve quality of life and support revitalization.	☐ Focus on cleaning up area of drugs, crime and graffiti ☐ Keep Hillyard charm and revitalize its beauty	☐ Turf field ☐ Sidewalks for walkability ☐ Street lighting for safety ☐ Cleanup Hillyard

February 2024 : Stakeholder Interview

Based on the interview feedback, the following list key themes the participants identified for the Hillyard Focus Area.

- **Local Perceptions –** Most participants noted that the Hillyard Neighborhood struggles to shed negative perceptions and has carried a stigma for several decades. Conversely, all participants acknowledged that *The Yard* presents astounding opportunity for additional industrial and job-creating businesses.

- **Crime and Safety –** Most participants acknowledged that Hillyard exhibits negative signs relating to crime and safety. This is due to both confirmed/perceived criminal activity, deferred property maintenance, and walking hazards.

- **Housing –** All participants expressed the need for housing (at the both the neighborhood scale and city-wide geographies). Several participants expressed a concern for potential gentrification and resident displacement as the area evolves and rental rates continue to rise. Most participants recommended that the City/NEPDA entice new housing projects to Hillyard and use those projects

as an effective revitalization tool. Participants also expressed compatibility concerns between industrial and residential land uses.

- **Infrastructure –** All participants acknowledged the area east of the NSC has a long history of infrastructure deficiencies relating to under-improved streets and a lack of utility service. All participants felt the lack of adequate infrastructure impedes the community's ability to attract (and retain) manufacturing, distribution, and other job-creating industries.

- **Freya Street –** Most participants expressed the importance of Freya Street to serve as a primary freight corridor. All participants stressed the need to improve that corridor to accommodate freight movement and to provide access to area industries.

- **Florida Street –** Several participants acknowledged the need to improve Florida Street as another important north-south thoroughfare in the legacy industrial areas. Participants noted that several large redevelopment sites are present along Florida Street; roadway improvements would open up development potential.

- **E. Wellesley Avenue Business District –** All participants expressed support (and need) to establish a new Business District along E. Wellesley Avenue (east of Freya Street and leading into Beacon Hill). Participants felt a new Business District will help revitalize The Yard, provide much needed commercial services, create opportunities to introduce housing, and capitalize on the future residential project atop Beacon Hill.

- **Haven Street –** Multiple participants indicated that Haven Street is unattractive and difficult to navigate on bike/foot. Some participants requested the City perform streetscape enhancements to that corridor (to complement improvements to Market Street).

- **Pedestrian Bridge –** Most participants acknowledged the disconnect between West and East Hillyard as the NSC poses a physical barrier and the existing routes along Francis Avenue and E Wellesley Avenue are less comfortable to pedestrians. Several participants recommended that the City (or its government partners) construct a new bridge over the NSC (mid-way between Francis Ave. and Wellesley Ave.).

- **Transit Service / Amenities –** Multiple participants acknowledged the lack of transit service in East Hillyard and that transit access is an important consideration for individuals to obtain employment. At the same time, participants acknowledged that the lack of density in that area may deem new transit service infeasible in the near-term; whereas, participants recommended identifying interim mobility solutions. A few participants expressed the need for transit shelters in West Hillyard (where none existing today).

- **Action Plan –** All participants expressed the need for the City/NEPDA to develop a vision and action plan for Hillyard. Many participants expressed frustration that the City has not prioritized the area in terms of infrastructure and community amenities.

Community Conversations and Local Priorities

Subarea plans are most compelling when they reflect the desires, needs, and aspirations of residents and area stakeholders. The Subarea Plan is intended to guide the long-term maintenance and evolution of the Hillyard neighborhood, whereas the vision, capital projects and strategic actions should align with local values, preferences, and goals from community members.

The Subarea Planning process for Hillyard included collaboration with local stakeholders, business representatives, and residents. The goal was to identify community priorities that reflect local values and individual aspirations for their community. As part of the project commencement, the Project Team defined a formal engagement plan aimed to invite community members, government partners, and City departments to actively participate in the Subarea Planning process. This section describes the main engagement activities; the subsequent sections summarize engagement feedback and main takeaways. Appendix H provides summaries of the community engagement activities that were conducted over the course of the project.

The Engagement Plan Overview

The Project Team implemented a Community Engagement Plan through the duration of the planning process. The Engagement Plan aims to involve local stakeholders at key project milestones so that the resulting Subarea Plan reflects local ideas, opinions, and preferences as they relate to land use, urban design, economic opportunity, and capital investments. Feedback solicited from outreach and engagement events guided planning recommendations and revitalization strategies for the Focus Area and were incorporated into key elements of this Subarea Plan.

Engagement Audiences

The Project Team created and maintained a roster of organizations and other individuals that were engaged through the planning process. The following describes the main groups that were engaged during the Subarea Planning process.

- **Project Team** – This includes designated staff representatives from The City of Spokane, NEPDA, Stantec, and other consultant partners (including Agnew::Beck, EPS, and Fehr & Peers). These individuals/entities served as lead and co- facilitators for the engagement

activities, provided the core research and analysis functions, and drafted the final recommendations for the resulting Subarea Plan.

- **Neighborhood Residents and Representatives** – This includes residents living in and around the Focus Area. This also includes representatives/leaders from neighborhood and community organizations that are focused on specific geographies/neighborhoods within the larger Focus Areas (e.g., The Hillyard Neighborhood).
- **Property Owners** – This includes individuals/companies that own property within the Focus Area boundaries.
- **Business Owners** – This includes individuals/companies with active businesses within the Focus Area boundaries.
- **Real Estate and Developer Advisors** – This includes realtors, land brokers, and development entities that have experience with land sales, leasing, development projects, and the general real estate industries.
- **Transportation Agencies** – This includes State and local transportation agencies focused on roadways, transit, pedestrian, bicycle, and other mobility services/facilities (e.g., City's Integrated Capital Management – ICM, Washington Department of Transportation – WSDOT, Spokane Transit Authority).
- **Utility and Public Service Providers** – This includes government agencies and utility companies focused on potable water, sanitary sewer, drainage/stormwater management, power/electricity, internet/communications, public education, and other public services (e.g., ICM, Avista).
- **Plan Commission** – This includes the City of Spokane Plan Commission membership.

Engagement Activities

The Subarea Planning project included the following engagement activities (the subsequent sections herein provide more detail for each). The Project Team identified participants/target audiences based on the intended topics and information sought for individual engagement activities/events.

Engagement Activity #1: Project Team Collaboration

The Project Team participated in bi-weekly project collaboration meetings aimed to manage the project tasks, review/assess existing conditions and technical data, review/evaluate community engagement feedback, and define potential strategies to improve area conditions while responding to analytical data and stakeholder feedback).

Engagement Activity #2: Steering Committee

The Project Team convened a formal project Steering Committee comprising City/NEPDA staff, agency partners, community representatives, residents, area business/property owners, and individuals from the developer/real estate industries. The Steering Committee provided guidance

and feedback at key project milestones (e.g., visioning, concept plan review, and final recommendations). The first Steering Committee was held September 2023 to identify community needs and opportunities throughout the Focus Area, specifically the Hillyard Business District and the Western Subarea regions.

- **Steering Committee Themes:**

The unique role/character of the Hillyard Business District (when compared to the larger City).

Flexible zoning area with many industries and blue-collar jobs
There is an image/perception problem for the neighborhood, needs placemaking/branding to attract visitors.
Buildings difficult to retrofit and often located on small lots.
Crime is a challenge.

Vision (or ideas) for the Hillyard Business District in terms of land uses, amenities, and identity.

Wellesley and arterials – require flexibility of use and open space to allow for more activities.
Service industry uses and flexible food vendors (e.g., food trucks)
Avoid land use conflicts between industrial area and Beacon Hill
Recognize housing enclaves (in The Yard)
Capitalize on presence of industrial uses and blue-collar jobs.
Need to reactivate building frontages.
Need streetscaping and corridor facility improvements.

Near- and long-term challenges facing the Hillyard Business District (and the surrounding residential areas) and infrastructure and transportation needs for the district to thrive.

Limited land availability; fragmented lots/ parcels are challenging.
Taxes have increased.
Wellesley – get utilities/water/gas/high speed internet (improve utilities infrastructure)
Coordinate Haven/Wellesley. Freya is an important N/ S connector. (Examine efficiencies on key corridors; include multimodal)
The large parcels – owners are less interested in action, many just lease.

Near- and long-term opportunities for the Hillyard Business District.

Lacking mid-sized facilities. ½-1 acre. 6k – 10k.
Need varied housing options.
There may be a need for a new school.

Engagement Activity #3: Community Surveys (on-line)

The Project Team (with Stantec as the lead) hosted two online surveys aimed to capture local perspectives on area conditions, public need, and aspirations for enhancements. One survey was targeted to the general community, and the second survey was tailored to the faculty, staff, and students affiliated with Rogers High School. The surveys were created through SurveyMonkey and ran concurrently between October 26, 2023, and December 11, 2023. The following subsections summarizes the participant feedback and key findings.

Community Survey Key Findings

This section summarizes the participant feedback from the two online surveys related to the Hillyard Focus Area. 311 individuals participated in the community-wide survey, and 29 individuals participated in the Rogers High School Survey. Below lists the key findings, based on survey responses:

- **Hillyard Business District Enhancements** – Based on the responses from both the surveys, there is a community desire to grow the Hillyard Business District into a much more thriving activity center with additional restaurants, specialty retail, medical care, and professional services. There is also a desire to create more public open space areas, enhance access and mobility, and improve property maintenance conditions. For the Haven/Market Street corridors, the survey responses do not indicate community consensus on whether to reconfigure and/or enhance those corridors (the surveys revealed diverse opinions on this topic).

- **Residential Neighborhoods** – Based on survey responses, the existing neighborhoods have a variety of housing options but there is a need for additional choices. Two- and three-bedroom units are the most sought-after unit sizes. The respondents indicated that houses, accessory dwelling units, small-scale apartments (4-6 units), duplexes, and townhouses are considered appropriate new housing options for the residential neighborhoods (there is less support for large apartment buildings, mobile homes, and shared housing options). There is also a desire to address deferred maintenance conditions related to private properties, sidewalks, streets, and parks.

- **Industrial/Employment Areas** – Based on survey responses, the legacy industrial areas (east of the North Spokane Connector) are thought to be a functional employment center but needs enhancements. There is a desire to address unimproved streets, provide better pedestrian and bicycle facilities, and add transit service in the industrial/employment areas. There is also a desire to increase the business diversity including adding restaurants and commercials services.

- **Parks and Recreation** – Based on the survey responses, individuals patronize the parks and open spaces within the Focus Area at a variety of frequencies. Beacon Hill, the Children of the Sun Trail, Jim Hill Park, Shipley-Harmon Park, and the Hillyard Aquatic Park are regularly used facilities. Most participants indicated that the existing parks need more enhanced spaces, lighting improvements, and sidewalk maintenance.

- **Crime and Safety** – Based the survey responses, criminal activity represents a community concern; crime is a concern in area parks, within the industrial area, the Hillyard Business District, and the residential neighborhoods. Walking and biking safety (and comfort) is also a concern. In the Hillyard Business District, individuals felt it is generally safe to walk/bike, but the area needs improvements. For the industrial/employment area, many felt the area was not necessarily safe and comfortable to walk/bike.

Engagement Activity #4: Stakeholder Group Interviews

Stantec conducted five (5) stakeholder interviews between January 24, 2024, and February 9, 2024 to obtain local perspectives and feedback relating to existing conditions/ local perceptions, opportunities/constraints, and desired long-range outcomes for the Focus Area and the Subarea Plan process. These represent Batch 1 of the interview summaries. The Batch 1 interviews included virtual conversations with stakeholders representing Spokane County, the Avista Corporation, the development community, the Hillyard Neighborhood Council, and a retired economic development individual. Based on the interview feedback, the following list key themes the participants identified for the Hillyard Focus Area.

- **Local Perceptions –** Most participants noted that the Hillyard Neighborhood struggles to shed negative perceptions and has carried a stigma for several decades. Conversely, all participants acknowledged that *The Yard* presents astounding opportunity for additional industrial and job-creating businesses.

- **Crime and Safety –** Most participants acknowledged that Hillyard exhibits negative signs relating to crime and safety. This is due to both confirmed/perceived criminal activity, deferred property maintenance, and walking hazards.

- **Housing –** All participants expressed the need for housing (at the both the neighborhood scale and city-wide geographies). Several participants expressed a concern for potential gentrification and resident displacement as the area evolves and rental rates continue to rise. Most participants recommended that the City/NEPDA entice new housing projects to Hillyard and use those projects as an effective revitalization tool. Participants also expressed compatibility concerns between industrial and residential land uses.

- **Infrastructure –** All participants acknowledged the area east of the NSC has a long history of infrastructure deficiencies relating to under-improved streets and a lack of utility service. All participants felt the lack of adequate infrastructure impedes the community's ability to attract (and retain) manufacturing, distribution, and other job-creating industries.

- **Freya Street –** Most participants expressed the importance of Freya Street to serve as a primary freight corridor. All participants stressed the need to improve that corridor to accommodate freight movement and to provide access to area industries.

- **Florida Street –** Several participants acknowledged the need to improve Florida Street as another important north-south thoroughfare in the legacy industrial areas. Participants noted that several large redevelopment sites are present along Florida Street; roadway improvements would open up development potential.

- **E. Wellesley Avenue Business District –** All participants expressed support (and need) to establish a new Business District along E. Wellesley Avenue (east of Freya Street and leading into Beacon Hill). Participants felt a new Business District will help revitalize The Yard, provide much needed commercial services, create opportunities to introduce housing, and capitalize on the future residential project atop Beacon Hill.

- **Haven Street –** Multiple participants indicated that Haven Street is unattractive and difficult to navigate on bike/foot. Some participants requested the City perform streetscape enhancements to that corridor (to complement improvements to Market Street).

- **Pedestrian Bridge –** Most participants acknowledged the disconnect between West and East Hillyard as the NSC poses a physical barrier and the existing routes along Francis Avenue and E Wellesley Avenue are less comfortable to pedestrians. Several participants recommended that the City (or its government partners) construct a new bridge over the NSC (mid-way between Francis Ave. and Wellesley Ave.).

- **Transit Service / Amenities –** Multiple participants acknowledged the lack of transit service in East Hillyard and that transit access is an important consideration for individuals to obtain employment. At the same time, participants acknowledged that the lack of density in that area may deem new transit service infeasible in the near-term; whereas, participants recommended identifying interim mobility solutions. A few participants expressed the need for transit shelters in West Hillyard (where none existing today).

- **Action Plan –** All participants expressed the need for the City/NEPDA to develop a vision and action plan for Hillyard. Many participants expressed frustration that the City has not prioritized the area in terms of infrastructure and community amenities.

Engagement Activity #5: Hillyard Festival

The Project Team hosted an information booth (or "pop-up engagement event") at the Hillyard Festival to inform community members of the Subarea Plan and to solicit feedback relating to local needs, desires, and aspirations for the Focus Area. The booth included a map of the Focus Area, project information flyers, and question cards.

Engagement Activity #6: Community Workshops

The Project Team facilitated two (2) community workshops for the Focus Area aimed to create an interactive venue for residents and other stakeholders to learn about the subarea planning process and provide their feedback relating to desired enhancements, community need, future district character, and potential revitalization strategies. The Project Team also hosted a Discovery Walking Tour of the associated business to identify opportunities, challenges, and key priorities as it relates to community planning/revitalization. The main themes emerging from those activities included protecting the history and culture of Hillyard; adding affordable, Mixed-use development; making roads accessible and safe; and building public spaces. More specifically:

- Shabby "transient" culture is an asset to Hillyard. Its industrial and residential history has created a unique, blue-collar district referred to as the "Outlaw" part of town. At the same time, there's a need to update and build new assets in the neighborhood – particularly a greater mix of housing. The question is how Hillyard should evolve while maintaining [or growing] it's unique character.

- Housing is in-demand. There is a desire for housing of different types – owner/renter occupied, large/small units, large/small buildings. People said small or fragmented lots were available, but that there is a limited stock of medium or large redevelopment sites. Past façade programs were appreciated and considered a further opportunity to improve unique façades and perhaps inspire neighborhood gatherings, and authentic branding.
- Safety was a concern but mostly around traffic. Fast thoroughfares, uneasy crossings, lack of bike/ped/transit facilities were repeatedly said to be challenges. There was hope for facility improvements for waking, rolling, and transit – even suggestion of 'golf cart' accessibility – likely looking for leisurely and comfortable multimodality. There appeared to be both excitement and apprehension for a new Children of the Sun trail providing connections but without a clear plan for maintenance.
- Parks were mentioned as community assets (if in need of maintenance), but commercial areas and corridors were more frequently described as the community center. Stressed was the need for greater gathering space, a public plaza, or *third place* (not work or home) where people feel comfortable to pass or meet. The United Building and adjacent alley were mentioned.

Maintaining affordability in the neighborhood was fundamental to the conversations. The middle-class jobs, housing, and character are loved, and people want to protect it.

Engagement Activity #7: Plan Commission Work Sessions

The Project Team facilitated two (2) work sessions with the City of Spokane's *Plan Commission* aimed to obtain feedback, guidance, and preliminary planning/revitalization ideas for the Focus Area. The Project Team has engaged with the Planning Commission on two occasions: at the beginning of the project (June 2023) and during a walking tour. The commission was informed about project progress at these events, and the Project Team answered commissioner questions.

The Community's Priorities

Themes

The community members who participated in the Subarea Planning process (as described in the previous chapter) provided insightful information related to both personal preferences and aspirations for how the Hillyard neighborhood will grow and evolve into the future. The Project Team used these sentiments to guide the vision and strategies for the Hillyard Focus Area. Based on these engagement activities, the participant feedback can be categorized into the "Community Priorities" for Hillyard. These priorities support the community's desire to create a much more diverse, vibrant destination that serves as another center for civic life.

These priorities also aim to address specific area-wide issues and challenges as they relate to revitalization and neighborhood vitality, ranging from streetscape enhancements to reactivating abandoned properties. When incorporated into the Subarea Planning process, Community Priorities can help improve quality of life conditions, functionality, and aesthetics that will make the Focus Area more appealing for residents, visitors, and business enterprises. In short, "Community

Priorities" can be interpreted as the major themes that the community wants to embody through this Subarea Planning process. The following themes were categorized based on engagement feedback:

- **Local Perceptions –** Most participants noted that the Hillyard Neighborhood struggles to shed negative perceptions and has carried a stigma for several decades. Conversely, all participants acknowledged that *The Yard* presents astounding opportunity for additional industrial and job-creating businesses.

- **Crime and Safety –** Most participants acknowledged that Hillyard exhibits negative signs relating to crime and safety. This is due to both confirmed/perceived criminal activity, deferred property maintenance, and walking hazards.

- **Housing –** All participants expressed the need for housing (at the both the neighborhood scale and city-wide geographies). Several participants expressed a concern for potential gentrification and resident displacement as the area evolves and rental rates continue to rise. Most participants recommended that the City/NEPDA entice new housing projects to Hillyard and use those projects as an effective revitalization tool. Participants also expressed compatibility concerns between industrial and residential land uses.

- **Infrastructure –** All participants acknowledged the area east of the NSC has a long history of infrastructure deficiencies relating to under-improved streets and a lack of utility service. All participants felt the lack of adequate infrastructure impedes the community's ability to attract (and retain) manufacturing, distribution, and other job-creating industries.

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recommended that the City (or its government partners) construct a new bridge over the NSC (mid-way between Francis Ave. and Wellesley Ave.).

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- **Action Plan –** All participants expressed the need for the City/NEPDA to develop a vision and action plan for Hillyard. Many participants expressed frustration that the City has not prioritized the area in terms of infrastructure and community amenities.

The Project Objectives

The following project objectives are derived from the community priorities described in the previous section.

Project Objective 1: Create Distinctive Places (Plan Areas) - Distill the project area into six distinct Plan Areas that differ in scale, intensity, land use mix, and character. Recognize that the Hillyard area must accommodate a wide variety of uses, from residential to industrial. Provide guidance for necessary zoning / regulatory chances and financial programs to achieve the desired character.

Project Objective 2: Enhance Livability – Provide affordable housing so that as the Hillyard area improves, existing residents are not displaced. Improve the public realm to increase real and perceived safety. Increase the availability of mobility options for those who cannot or choose not to drive.

Project Objective 3: Achieve Economic Vitality – Foster redevelopment that provides good jobs to surrounding residents, provides necessary goods and services, and tax revenue to sustain these places.

Project Objective 4: Improve Services – Create new commercial areas to provide goods and services to a revitalized Hillyard area. Allow increased housing density and incentivize mixed-use development to ensure that new business development is sustainable. Invest in infrastructure improvements and complete deferred maintenance of roads and utilities. Public investment upfront can provide the impetus for private investment.

Project Objective 5: Provide Programs and Financial Strategies – Provide programs that can be implemented locally

Appendix F

Urban Framework Plan (UFP)

Appendix F: Urban Framework Plan

Urban Framework Plan Overview

The Urban Framework Plan (UFP) consists of six Plan Areas and their respective planning initiatives to help achieve the community's vision. Hillyard's growth and evolution is driven by leveraging existing assets within each Plan Area, investing in infrastructure improvements, and promoting economic development area-wide. The City, NEPDA, and its stakeholder partners in both the public and private sector should prioritize a range of enhancement projects aimed to improving area conditions and economic vitality. The Plan Areas are defined geographic locations within the larger Focus Area, each containing their own unique challenges and opportunities for growth or revitalization. The Plan Areas are depicted in Figure 1. Each Plan Area and proposed planning initiatives are detailed in the following sections.

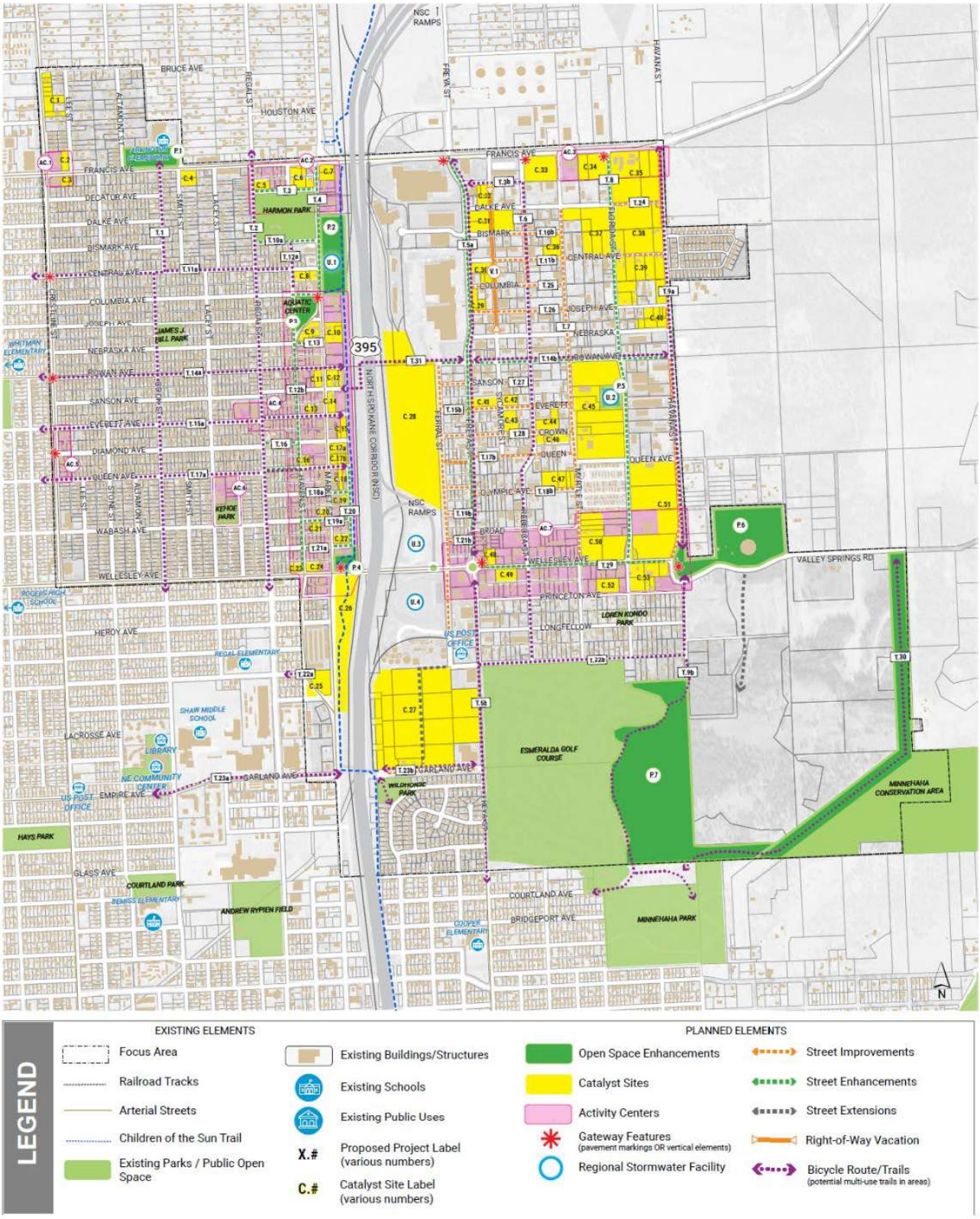


Figure 1- Urban Framework Plan

Catalyst Sites

Catalyst sites within the Urban Framework Plan are designated to help the City and community stakeholders focus their redevelopment efforts by proactively working with property owners, real estate professionals, and developer entities to initiate redevelopment projects. The underlying zoning will drive the resulting development programs in terms of project design and land uses. It is important to note that some catalyst sites have existing structures; in those situations, there is potential to either adaptively reuse those buildings or entirely redevelop the sites. The City can target its developer recruitment and economic development efforts to these sites.

Table 1 lists the designated Catalyst Sites and includes information on their location, size, zoning, development status, and potential land use focus as designated in the Preferred Land Use Concept. Figure 1 in this section and the UFP designates these sites in yellow.

Table 1 – Hillyard Urban Framework Plan Catalyst Sites

Label	*Parcels*	*Acreage*	*Potential Use Focus*
C.1	36284.0633 36284.0634 36284.0901 36284.0902 36284.0903 36284.0632 36284.0604 36284.0606	2.05	- Low-medium density residential
C.2	36284.0628	0.54	- Mixed use commercial, employment, and/or housing (on upper floors)
C.3	36331.0506 36331.0525	0.45	- Mixed-use commercial, employment, and/or housing (on upper floors) - Public parking enhancements
C.4	36331.0235 36331.0234	0.92	- Mixed-use with commercial, employment and/or housing (on upper floors) - Enhance site with new buildings, outdoor gathering areas, and landscaping
C.5	36342.0219	0.62	- Residential
C.6	36342.0309 36342.0304 36342.0308 36342.0307 36342.0306	1.47	- Medium- high density residential
C.7	36342.0401 36342.0402	0.85	- Mixed-use with commercial, employment, and/or housing (on upper floors)

Table 1 – Hillyard Urban Framework Plan Catalyst Sites			
Label	***Parcels***	***Acreage***	***Potential Use Focus***
C.8	36342.1310 36342.1311 36342.1312	0.86	- Medium-high density residential
C.9	36342.1917 36342.1916 36342.1907	1.3	- Mixed use with commercial, employment, and/or housing (on upper floors) - Commercial services along Nebraska Avenue and Market Street
C.10	36342.2003 36342.2004	1.54	- Mixed use with commercial, employment, and/or housing (on upper floors) - Commercial services along Market Street - Pedestrian trail connections
C.11	36343.0307	0.5	- Mixed use with commercial, employment, and/or housing (on upper floors - Commercial services along Market Street
C.12	36343.0206 36343.0202 36343.0203 36343.0205	1.1	- Mixed use with commercial, employment, and/or housing (on upper floors) - Live/work units - Alley access
C.13	36343.0609 36343.0610 36343.0611	0.29	- Mixed use with commercial, employment, and/or housing (on upper floors)
C.14	36343.0708 36343.0704	0.62	- Mixed use with commercial, employment, and/or housing (on upper floors)
C.15	36343.1001 36343.1010 36343.1011 36343.1009 36343.1006 36343.1007	0.58	- Mixed use with commercial, employment, and/or housing (on upper floors)
C.16	36343.1408 36343.1409	0.3	- Mixed use with commercial, employment, and/or housing (on upper floors)
C.17a	36343.1513	0.67	- Mixed use with commercial, employment, and/or housing (on upper floors) - Pedestrian trail connections

Table 1 – Hillyard Urban Framework Plan Catalyst Sites			
Label	***Parcels***	***Acreage***	***Potential Use Focus***
C.17b	36343.1515 36343.1514 36343.1511 36343.1512	0.65	- Park/open space enhancements - Pedestrian trail connections
C.18	36343.1803 36343.1801 36343.1802 36343.1811	0.3	- Mixed use with commercial, employment, and/or housing (on upper floors)
C.19	36343.2314 36343.2315	0.29	- Mixed use with commercial, employment, and/or housing (on upper floors)
C.20	36343.2214	0.29	- Mixed use with commercial, employment, and/or housing (on upper floors)
C.21	36343.2707 36343.2706 36343.2705	0.3	- Mixed use with commercial, employment, and/or housing (on upper floors)
C.22	36343.2605 36343.2606	0.58	- Mixed use with commercial, employment, and/or housing (on upper floors)
C.23	36343.2913 36343.2918	0.55	- Mixed use with commercial, employment, and/or housing (on upper floors)
C.24	36343.3007	0.52	- Mixed use with commercial, employment, and/or housing (on upper floors)
C.25	35032.2303	1.62	- Medium-high density residential
C.26	N/A	6.35	- Park/open space enhancements?
C.27	35032.2001 35032.1901 35032.1406 35032.1405 35032.1501 35032.1601 35032.1702 35032.1006 35032.1005 35032.0901	31.85	- Light manufacturing, maker spaces, or commercial

Table 1 – Hillyard Urban Framework Plan Catalyst Sites			
Label	***Parcels***	***Acreage***	***Potential Use Focus***
	35032.0801 35032.0701 35032.0304 35032.0303 35032.0402 35032.0501 35032.0403		
C.28	36343.0005 36342.0112 36342.0004	25.30	- Light manufacturing, maker spaces, or commercial
C.29	36341.1602 36341.1607	0.74	- Light manufacturing, maker spaces, or commercial
C.30	36341.1505 36341.1503 36341.1504	1.23	- Light manufacturing, maker spaces, or commercial -
C.31	36341.0909 36341.0908 36341.0810	3.21	- Light manufacturing, maker spaces, or commercial -
C.32	36341.0402 36341.0401 36341.0408	0.88	- Light manufacturing, maker spaces, or commercial
C.33	36341.0108	2.91	- Light manufacturing, maker spaces, or commercial
C.34	36341.3305 36341.3304	2.77	- Light manufacturing, maker spaces, or commercial
C.35	36341.3408 36341.3404 36341.3403 36341.3401 36341.3402	9.29	- Light manufacturing, maker spaces, or commercial
C.36	36341.1209 36341.1207	1.02	- Light manufacturing, maker spaces, or commercial
C.37	36341.3208 36341.3203 36341.3204	5.83	- Light manufacturing, maker spaces, or commercial

Table 1 – Hillyard Urban Framework Plan Catalyst Sites			
Label	***Parcels***	***Acreage***	***Potential Use Focus***
	36341.3211 36341.3212 36341.3213		- Mixed use with commercial, employment, and/or housing (on upper floors)
C.38	36341.3110 36341.3111 36341.3112 36341.3101 36341.3109 36341.3105	8.62	- Light manufacturing, maker spaces, or commercial - Mixed use with commercial, employment, and/or housing (on upper floors) -
C.39	36341.3013 36341.3009 36341.3008 36341.3007 36341.3006 36341.3016 36341.3017 36341.3002 36341.3005	6.89	- Light manufacturing, maker spaces, or commercial - Mixed use light manufacturing, flex space, and or employment -
C.40	36341.2504 36341.2503 36341.2502 36341.2501 36341.2515 36341.2516 36341.2522 36341.2523	2.04	- Light manufacturing, maker spaces, or commercial - Mixed use light manufacturing, flex space, and or employment -
C.41	36344.0709	1.02	- Light manufacturing, maker spaces, or commercial -
C.42	36344.0506	0.62	- Light manufacturing, maker spaces, or commercial -
C.43	36344.0907 36344.0904	1.09	- Light manufacturing, maker spaces, or commercial - Mixed use light manufacturing, flex space, and or employment -

Table 1 – Hillyard Urban Framework Plan Catalyst Sites			
Label	***Parcels***	***Acreage***	***Potential Use Focus***
C.44	36344.1002 36344.1007	1.24	- Light manufacturing, maker spaces, or commercial - Mixed use light manufacturing, flex space, and or employment
C.45	36344.0212 36344.0214 36344.0215 36344.0204 36344.0208 36344.0210 36344.0209 36344.0206	17.23	- Light manufacturing, maker spaces, or commercial - Mixed use light manufacturing, flex space, and or employment
C.46	36344.1103 36344.1102 36344.1101	1.26	- Light manufacturing, maker spaces, or commercial - Mixed use light manufacturing, flex space, and or employment
C.47	36344.1520 36344.1513 36344.1514 36344.1515	2	- Light manufacturing, maker spaces, or commercial - Mixed use light manufacturing, flex space, and or employment -
C.48	36344.1845 36344.1848 36344.1833	0.76	- Mixed use light manufacturing, flex space, and or employment
C.49	35031.0924	1.03	- Mixed use light manufacturing, flex space, and or employment
C.50	36344.2002 36344.2003 36344.2011 36344.2012 36344.2008 36344.2014	6.15	- Mixed use light manufacturing, flex space, and or employment
C.51	36344.2101 36344.2104	14.08	- Mixed use light manufacturing, flex space, and or employment

Table 1 – Hillyard Urban Framework Plan Catalyst Sites			
Label	***Parcels***	***Acreage***	***Potential Use Focus***
	36344.2108 36344.2110 36344.2109		
C.52	35031.6101	1.15	- Low-medium density residential (townhouses)
C.53	35031.0108 35031.0109 35031.0110 35031.0104 35031.0105 35031.0106	3.26	- Mixed use commercial, employment, and/or housing (on the upper floors) - Multi-family housing - Townhouses

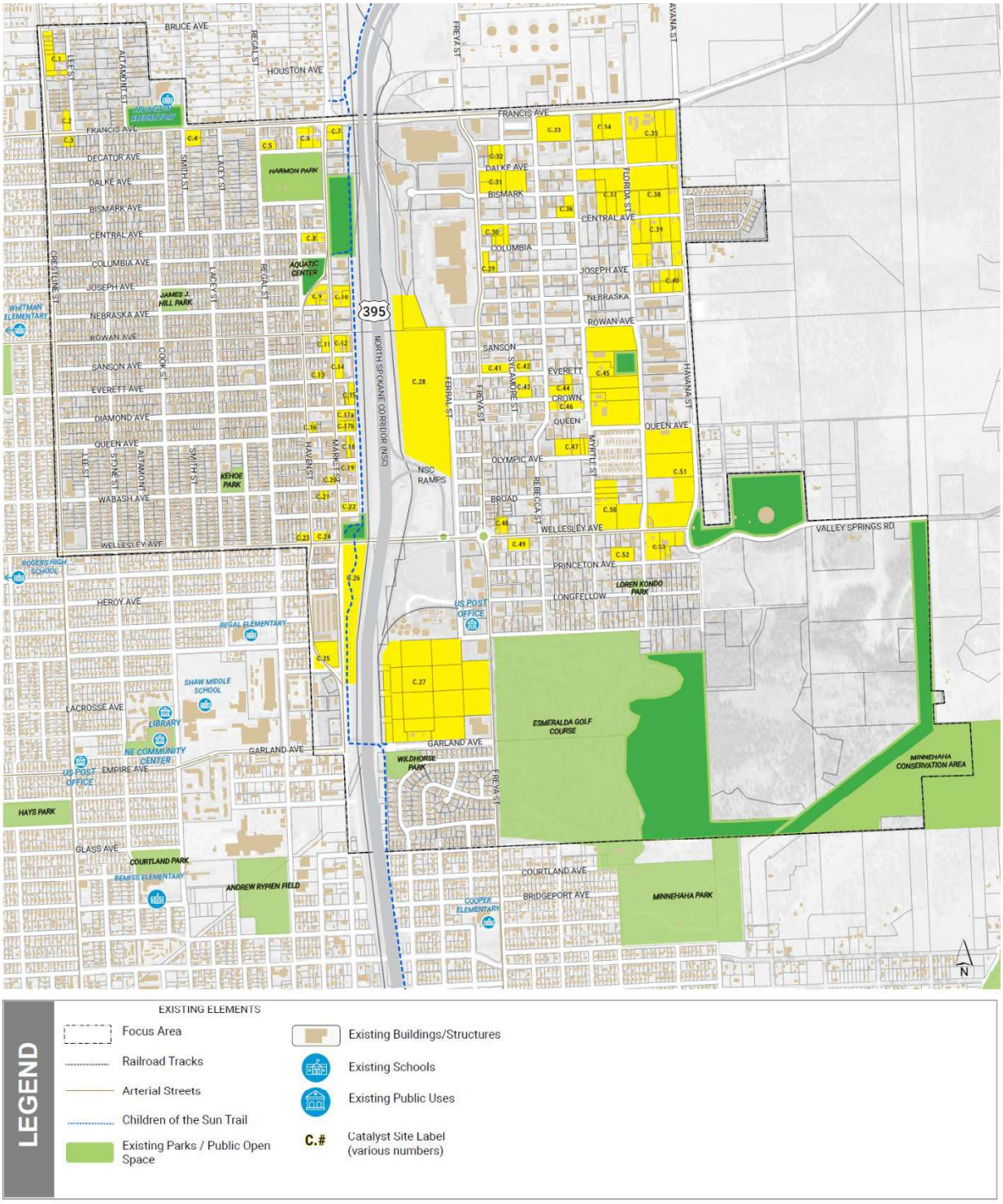


Figure 2 - Catalyst Sites

Planning Initiatives

The planning initiatives pinpoint near- and long-term actions related to land use, transportation, and urban design-related components for each of the Plan Areas, with a goal of enhancing functionality, connectivity, and investment opportunities in the Hillyard neighborhood. These include improvements to access and streetscapes, designating catalyst sites and activity centers, and parks/open space projects. The primary concept of the UFP and its associated planning initiatives is to visually represent the types of projects/actions that would enhance each Plan Area, stimulate activity, and transform the Hillyard neighborhood into a more vibrant destination.

The planning initiatives correlate to the Plan Areas in the UFP and organize enhancement ideas into planning groups that include (i) Activity Center Designations, (ii) Transportation/Mobility Projects, (iii) Right-of-Way Vacations, (iv) Utility Projects, and (v) Open Space Enhancements. The individual projects/initiatives depicted on the UFP are further detailed in the various elements of this subarea plan. The planning initiatives are summarized below.

- **Activity Center Designations (AC #):** Activity center designations are intended to help concentrate investment and redevelopment efforts in areas that have the most regional impact to support and expand economic productivity. Activity centers identified in the subarea planning process are distinguished by their existing community assets and accessibility. These characteristics contribute to their potential to stimulate economic, social, and civic activity. Designating activity centers can help strategically cluster commercial, retail, and recreation in priority areas to create a critical mass of destinations, ultimately establishing a walkable and vibrant district. Activity centers can be formally designated in the city's Comprehensive Plan paired with associated goals/policies to guide future development. The City can also introduce zoning refinements so properties within defined activity centers possess additional land use allowances and flexibility.
    - **Mixed-use Neighborhood Center:** The Subarea Plan designates five areas (Activity Center 1, 2, 3, 5, and 6) throughout the Focus Area as Mixed-Use Neighborhood Center. These areas are generally located outside of the Hillyard "core" in existing lower density residential neighborhoods. With several catalyst sites identified in these activity centers, these areas are well positioned to diversify and intensify uses and evolve into compact, walkable blocks. This can be achieved by providing a blend of residential and commercial uses that are compatible in scale with surrounding uses. Key characteristics of mixed-use neighborhood center include pedestrian-oriented amenities supported by community-serving uses such as coffee shops, grocery stores, and retail establishments.
    - **Hillyard Business District (AC.4):** The Hillyard Business District encompasses the properties along Market Street and Haven Street between Columbia Avenue and Princeton Avenue. Market Street is known as Hillyard's core and is lined with restaurants, antique stores, and boutique shops. This activity center designation

provides an opportunity to strengthen and grow established nodes of activity so future investment can occur in this area. The Subarea planning process also identified several catalyst sites within the Hillyard Business District prime for redevelopment, which can transform brownfields and underutilized properties into productive community assets

- **East Wellesley Corridor District (AC.7)**: The East Wellesley Corridor District consists of the properties east of the railroad along Wellesley Avenue, between Broad and Princeton Avenues. Currently, light industrial operations make up the foundation of this area; there is an opportunity to create a mixed-use node along this corridor to accommodate and allow for a broad variety of uses that build upon and expand on existing facilities. This can include scaled light manufacturing, artisan trades and maker spaces, while introducing additional housing and commercial services.

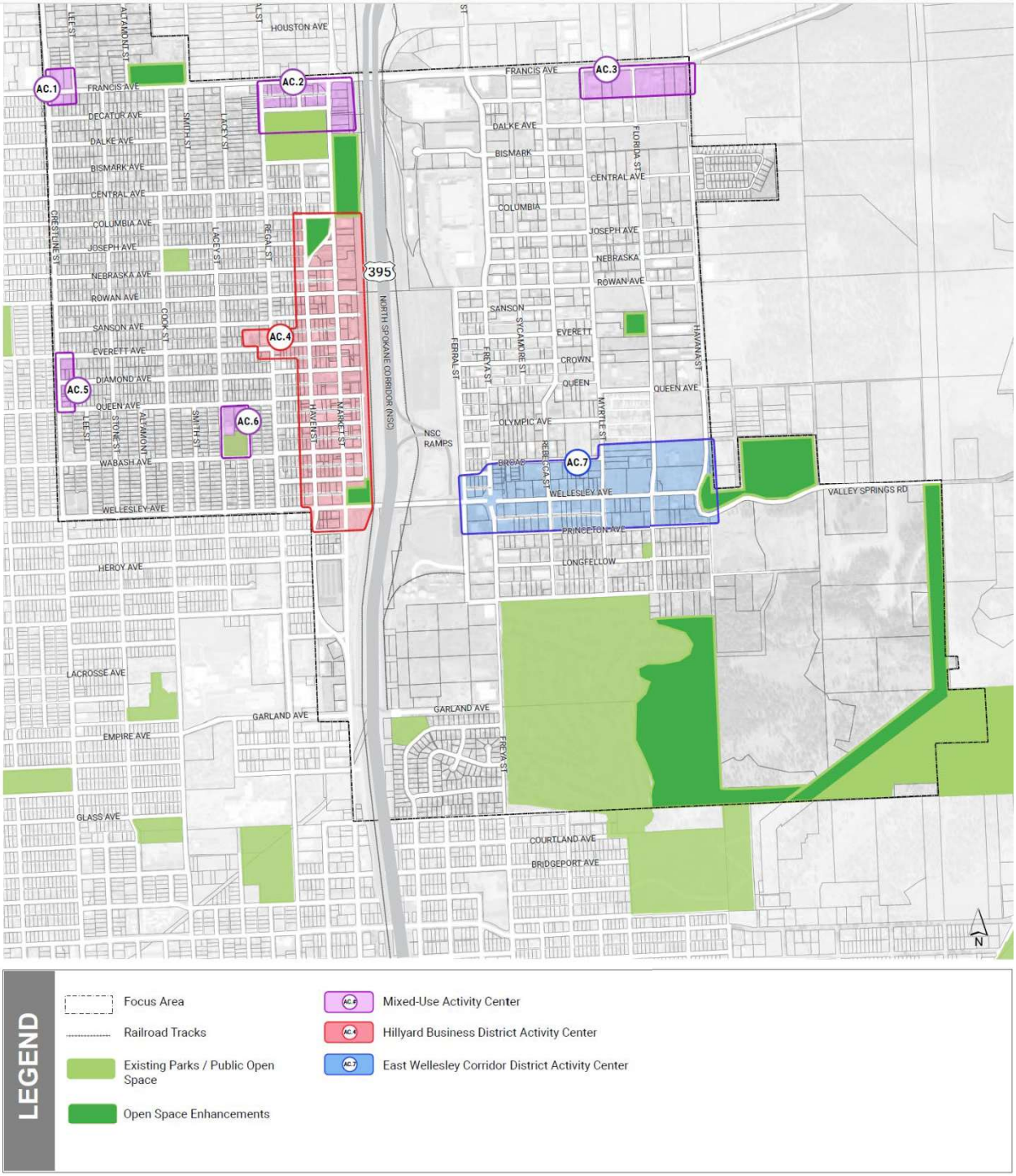


Figure 3 - Activity Centers

- **Transportation Mobility Projects (T.#):** Streetscape improvements such as quality sidewalks, landscaping, street furniture, bicycle facilities and lanes, and traffic calming elements create walkable communities that reduce the dependence on vehicular travel and, thus, the need for parking space. Integrating universal design principles into these improvements will further support access for multiple generations and individuals with limited mobility (e.g., ADA design standards). The City should continue to identify and prioritize streets for these improvements while utilizing the Pedestrian Improvement Plan as a guiding document; streets serving as economic corridors should be prioritized foremost.

- **Right-of-Way Vacations (V.#)**: Right-of-way vacations provides an opportunity for landowners to develop portions of their property that would otherwise be restricted by an existing public right-of-way easement. If a public road is underutilized, a right-of-way vacation can be implemented to promote the development of the vacant corridor. In the context of the Focus Area, the portion of N Sycamore Street between Decatur and Nebraska Avenues is a prime candidate for right-of-way vacation due to its underutilization and potential for redevelopment projects.
    - N Sycamore St. area
- **Utility Projects (U.#):** Utility projects and infrastructure improvements play a critical role in supporting subarea planning to ensure that the area is well equipped for future growth and development. To support redevelopment, new utility connections and infrastructure will be needed to accommodate new and existing residents and future businesses. Furthermore, stormwater capture and management actions can help create green space and support groundwater recharge in an area. The Focus Area contains four (4) separate stormwater facilities that would greatly benefit from an upgrade.

- **Park/Open Space Enhancements (P.#):** Open space, such as parks and playgrounds, provide communities with accessible places to gather, recreate, relax, and exercise. Most importantly, these areas are often the sites of community events and are major focal points of community cohesion and placemaking. Enhancements to open space include improvements to parks and/or public spaces where community members gather or congregate. Quality open space areas are major attractors and foster an environment where individuals want to visit and patronize area businesses. The Focus Area contains several open spaces that could greatly benefit from targeted enhancements.



Figure 4 - Park/Open Space Enhancements

- **Catalyst Sites:** Catalyst sites are designated to help the City and community stakeholders focus their redevelopment efforts by proactively working with property owners, real estate professionals, and developer entities to initiate redevelopment projects. The underlying zoning will drive the resulting development programs in terms of project design and land uses. It is important to note that some catalyst sites have existing structures; in those situations, there is potential to either adaptively reuse those buildings or entirely redevelop the sites. The City can target its developer recruitment and economic development efforts to these sites.

  The sections below list the designated Catalyst Sites in each Plan Area and includes information on their location, size, zoning, development status, and potential land use focus

as designated in the Preferred Land Use Concept. Figure 2 in this section and the UFP designates these sites in yellow.

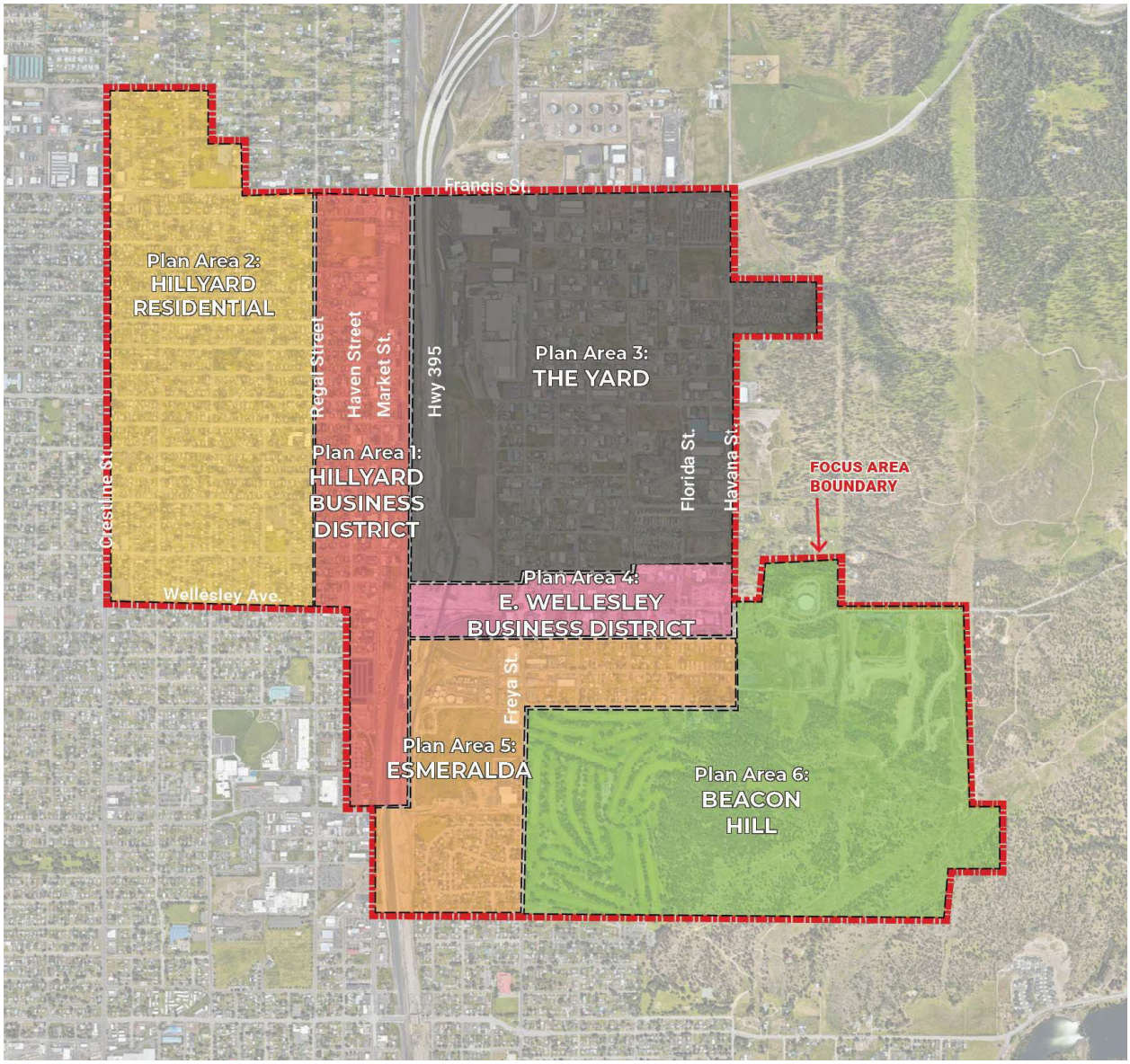


Figure 5 - Hillyard Subarea Plan, Plan Area Map

Plan Area 1: Hillyard Business District Planning Initiatives

Hillyard Business District is located in the heart of the Focus Area, roughly bounded by Regal Street to the west, Hwy 395 and railways to the east, Francis Street to the north, and Garland Street to the south. Established around the rail in the 1800s, this district features distinct architectural elements unique to that era. Today, Market Street in the Hillyard Business District is vibrant with restaurants, antique shops, and boutique stores. The Subarea planning process acknowledges these existing assets and aims to build upon them while introducing transportation, land use, and open space enhancements to improve accessibility, connectivity, and diversify uses. Notably, two activity centers (Mixed-Use Neighborhood Center and Hillyard Business District) were identified as areas optimal for redevelopment. Table 2 outlines these planning initiatives by topic and their associated components. A potential redevelopment scenario incorporating these planning initiatives is shown in Figure 6.

In the long-run, the City can also explore the possibility of de-coupling Market and Haven Street to create a significant redevelopment opportunity around the existing Aquatic Center (Figure 7). This initiative could enhance connectivity, improve traffic flow, and provide more space for green space, mixed-use development, and centralized community amenities.

Proposed improvements also include designating Olympic Avenue and Greene Street as festival streets (Figure 8). These streets attract more visitors and provide opportunities to host community events, boosting sales for local businesses. Greene Street and Olympic Avenue were strategically identified for their prime locations, prominent business presence, and proximity to the Children of the Sun Trail. To prioritize the pedestrian experience, festival street components can include unique pavement markings, traffic calming features, string lights, and public art.

Table 2 Plan Area 1: Hillyard Business District Planning Initiatives List

Label	***Project/Imitative***	***Components***
Activity Centers (A.#)		
AC.2	Activity Center 2	Mixed-use neighborhood center
AC.4	Activity Center 4	Hillyard Business District
AC.6		
Transportation Initiatives (T.#)		
T.2	Regal Street Enhancements	Add bicycle lanes
T.3	Decatur Avenue Enhancements	Add sidewalks and street trees
T.4	Market Street Enhancements	Add street trees
T.10a	Bismark Avenue Enhancements	Full street enhancements
T.11a	Central Avenue Enhancements	Add bicycle lanes
T.12a	Haven Street Enhancements	Add bicycle lanes

Table 2 Plan Area 1: Hillyard Business District Planning Initiatives List		
Label	***Project/Imitative***	***Components***
T.12b	Haven Street Enhancements	Full street enhancements[1]
T.13	Nebraska Avenue Enhancements	Full street enhancements
T.14a	Rowan Avenue Enhancements	Add bicycle lanes
T.15a	Everett Avenue Enhancements	Add bicycle lanes
T.16	Diamond Avenue Enhancements	Full street enhancements
T.17a	Queen Avenue Enhancements	Add bicycle lanes Add street trees
T.18a	Olympic Avenue Enhancements	Full street enhancements
T.19a	Wabash Avenue Enhancements	Full street enhancements
T.20	Greene Street Enhancements	Full street enhancements Reconstruct as "Festival Street"
T.21a	Broad Avenue	Full street enhancements
Utility Projects (U.#)		
U.1	Market Street Regional Stormwater Facility	Enhance stormwater facility on NSC parcel
Open Space Enhancements (P.#)		
P.2	NSC Open Space/Stormwater Facility	Landscaping and passive gathering area
P.3	Aquatic Center Site Enhancements	Enlarge and enhance open space area (from vacated ROW)
P.4	Children of the Sun Trailhead	Enhanced gathering area Add art installations Add rental bikes/scooters

[1] Full street enhancements include design elements geared toward pedestrians within the public realm, for example landscaping, lighting, street furniture, etc.



Figure 6 - Hillyard Business District Redevelopment Scenario



Figure 7 - N. Market Street and Haven Street De-Coupling Scenario



Figure 8 - Greene Street and Olympic Avenue Festival Street Designations

Plan Area 2: Hillyard Residential Planning Initiatives

The Hillyard Residential Plan Area is located just west of the Hillyard Business District. This Plan Area extends to Crestline Street to the west, Wellesley Avenue to the south, and Bruce Street to the north. Although the Hillyard Residential Plan Area primarily consists of single-family residential homes, there are opportunities to enhance connectivity and introduce more community-oriented uses. Strategic planning initiatives, including designating key nodes along Crestline Street and Queen Avenue as activity centers, school and park enhancements, and mobility improvements, can help improve access and provide more amenities for Hillyard residents, all while preserving the

neighborhood's existing character. Table 3 lists these planning initiatives for this Plan Area to further enrich the Hillyard neighborhood.

Table 3 Plan Area 2: Hillyard Residential		
Label	***Project/Imitative***	***Components***
Activity Centers (A.#)		
AC.1	Activity Center 1	Mixed-use neighborhood center
AC.5	Activity Center 5	Mixed-use neighborhood center
AC.6	Activity Center 6	Mixed-use neighborhood center
Transportation Initiatives (T.#)		
T.1	Cook Street Enhancements	Add bicycle lanes
T.11a	Central Avenue Enhancements	Add bicycle lanes
T.14a	Rowan Avenue Enhancements	Add bicycle lanes
T.15a	Everett Avenue Enhancements	Add bicycle lanes
T.17a	Queen Avenue Enhancements	Add bicycle lanes Add street trees
Utility Projects (U.#)		
U.2	Florida Street Regional Stormwater Facility	Add regional stormwater facility
Open Space Enhancements (P.#)		
P.1	Arlington Elementary School Site Enhancements	Playground and open space enhancements

Plan Area 3: The Yard Planning Initiatives

The Yard, constituting the majority of the northern portion of the Focus Area, is located east of the Hillyard Business District. It is positioned between Hwy 395 on the west, Francis Street on the north, Havana Street on the east, with its southern boundary stopping just north of Wellesley Avenue. Due to its proximity to the railway tracks, the Yard is currently dominated by light industrial uses. Significant planning efforts have been undertaken for this Plan Area, most notably the 2017 Yard Redevelopment Master Plan. The Yard is envisioned to evolve into a diverse employment center for the region, supporting industrial and commercial uses as well as workforce housing. To help realize this vision, the Subarea planning process proposes a range of planning initiatives to

support future land use and improve connectivity area-wide. Table 4 outlines these planning initiatives for this legacy industrial area of Hillyard.

Table 4 Plan Area 3: The Yard		
Label	***Project/Initiative***	***Components***
Activity Centers (A.#)		
AC.3	Activity Center 3	Mixed-use neighborhood center
Transportation Initiatives (T.#)		
T.3b	Decatur Avenue	Add bicycle lanes
T.5a	Freya Street Enhancements	Full street enhancements
T.6	Julia Street Enhancements	Add bicycle lanes
T.7	Myrtle Street Enhancements	Full street improvements
T.8	Florida Street Enhancements	Add bicycle lanes
T.9a	N Havana Street Enhancements	Full street improvements
T.10b	Bismark Avenue Enhancements	Full street improvements
T.11b	Central Avenue Enhancements	Full street improvements
T.14b	Rowan Avenue Enhancements	Full street enhancements Add bicycle lanes
T.15b	Everett Avenue Improvements	Full street improvements
T.17b	Queen Avenue Improvements	Full street improvements
T.18b	Olympic Avenue Improvements	Full street improvements
T.19b	Wabash Avenue Improvements	Full street improvement
T.24	Dalke Avenue Improvements	Full street improvements
T.25	Columbia Avenue Improvements	Full street improvements
T.26	Joseph Avenue Improvements	Full street improvements
T.27	Sanson Avenue Improvements	Full street improvements

Table 4 Plan Area 3: The Yard		
Label	***Project/Initiative***	***Components***
T.28	Crown Avenue Improvements	Full street improvements
Open Space Enhancements (P.#)		
P.5	Public Works Open Space and Stormwater Facility	Landscaping and passive gathering area

Plan Area 4: E. Wellesley Business District Planning Initiatives

The East Wellesley Business District encompasses the properties along the E. Wellesley Avenue corridor between Hwy 395 and Havanna Street. This Plan Area features numerous legacy industrial uses that should be recognized, supported, and accommodated through appropriate planning initiatives and land use recommendations. These industrial uses form the core of the Plan Area's identity and provide essential jobs. Reestablishing this Plan Area as an Employment Center can offer more flexibility while aligning with the existing land use mix and adjacent properties. Notably, the properties along E. Wellesley Avenue present significant opportunities for infill development, which could include mixed-use commercial, office spaces, and flexspace. Table 5 outlines planning initiatives to support the E. Wellesley Business District vision by topic and their associated components. A potential redevelopment scenario incorporating these planning initiatives is shown in Figure 9.

Table 5 Plan Area 4: Wellesley Business District		
Label	***Project/Initiative***	***Components***
Activity Centers (A.#)		
AC.7	Activity Center 7	E. Wellesley Business District
Transportation Initiatives (T.#)		
T.5a	Freya Street Enhancements	Full street enhancements
T.5b	Freya Street Enhancements	Add bicycle lanes
T.6	Julia Street Enhancements	Add bicycle lanes
T.7	Myrtle Street Enhancements	Full street improvements
T.8	Florida Street Enhancements	Add bicycle lanes
T.9a	N Havana Street Enhancements	Full street improvements
T.21b	Broad Avenue Improvements	Full street improvements
T.29	Wellesley Avenue Enhancements	Full street enhancements

Table 5 Plan Area 4: Wellesley Business District		
Label	***Project/Initiative***	***Components***
Utility Projects (U.#)		
U.3	Wellesley Avenue Regional Stormwater Facility (North)	Enhance stormwater facility
U.4	Wellesley Avenue Regional Stormwater Facility (South)	Enhance stormwater facility



Figure 9 - E. Wellesley District Redevelopment Scenario

Plan Area 5: Esmeralda Planning Initiatives

The Esmeralda Plan Area is located south of the Wellesley Business District, nestled between the Beacon Hill and Hillyard Business District Plan Areas. This primarily residential area hugs the Esmeralda Golf Course to the south and east. It mainly comprises single family residential neighborhoods and features several valued community parks, including Loren Kondo Park and Wild Horse Park. The Subarea planning process aims to preserve the residential character while improving connectivity to surrounding parks and major destinations, such as the Children of the Sun Trail and the E. Wellesley Business District. These improvements could include street extensions, streetscape enhancements, and bike infrastructure. There are also prime catalyst sites that can be positioned to introduce additional residential and community-oriented uses to the Esmeralda neighborhood. Table 6 outlines planning initiatives to support the Esmeralda Plan Area vision by topic and their associated components.

Table 6 Plan Area 5: Esmeralda Planning Initiatives		
Label	***Project/Initiative***	***Components***
Transportation Initiatives (T.#)		

Table 6 Plan Area 5: Esmeralda Planning Initiatives		
Label	***Project/Initiative***	***Components***
T.5b	Freya Street Enhancements	Add bicycle lanes
T.6	Julia Street Enhancements	Add bicycle lanes
T.9b	Havana Street and Esmeralda Golf Course Trail Enhancements	Full street enhancements
T.22a	Rich Avenue Enhancements	Add bicycle lanes
T.22b	Rich Avenue Enhancements	Add bicycle lanes
T.23a	Garland Avenue Enhancements	Add bicycle lanes
T.23b	Garland Avenue Improvements	Full street improvement Add bicycle lanes

Plan Area 6: Beacon Hill Planning Initiatives

The Beacon Hill Plan Area primarily consists of undeveloped open space concentrated around the southeast corner of the Focus Area. It includes several trails, the Esmeralda Golf Course and the Water Reservoir. The City has plans to incorporate additional residential and neighborhood commercial uses within the Beacon Hill Plan Area. Many planning initiatives aim to improve outdoor recreation opportunities enhancing parks/open space, trails, and connections to these areas, such as the Minnehaha Conservation Area. In addition to the following planning initiatives, the Subarea planning process also recommends incorporating land use recommendations to support a more diverse mix of residential and commercial uses. Table 7 outlines planning initiatives to support the Beacon Hill Plan Area vision by topic and their associated components.

Table 7 Plan Area 2: Esmeralda Planning Initiatives		
Label	***Project/Initiative***	***Components***
Transportation Initiatives (T.#)		
T.9b	Freya Street Enhancements	Add bicycle lanes
T.30	Minnehaha Conservation Trail (Avista Power Easement)	Add multi-use path
Open Space Enhancements (P.#)		
P.6	Beacon Hill Reservoir Open Space	Full park development Add bicycle trails
P.7	Minnehaha Conservation Area and Park Enhancements	Trail enhancements Add wayfinding

Appendix G

Hillyard Transportation Analysis and Recommendations

FEHR PEERS

Appendix G

Hillyard Transportation Analysis and Recommendations

Overview

To understand future transportation demand based on future population and employment growth in the Hillyard Subarea Plan, an analysis was conducted using the Spokane Regional Transportation Council (SRTC) model using the land use assumptions and population/employment forecasts produced by the project team. The SRTC regional travel demand model is used to inform transportation planning across the Spokane region. This roadway demand analysis, previous evaluation of existing conditions, and incorporation of recommendations from previous Hillyard area plans has resulted in a list of transportation project recommendations in the Hillyard Subarea.

Potential development of nearly 6.5 million square feet of new non-residential use and 1.7 million square feet of new residential area will require strategic infrastructure investment. This generally includes the following improvement themes:

- Freight Mobility & Roadway Infrastructure: Design roads to handle heavier freight traffic and improve key arterials for better regional access.
- Multimodal Connectivity: Enhance pedestrian, bike, and transit infrastructure, connecting new residential areas to employment locations.
- Equity & Accessibility: Focus on providing transportation options for underserved communities in Hillyard.

Regional Travel Demand Model

Spokane Regional Transportation Council (SRTC)[1] is a lead agency for transportation planning for the area covered by Spokane County. SRTC manages a regional travel demand model that uses PTV Visum[2] to provide consistency across transportation studies in the region. The SRTC Visum model incorporates approved land use and network assumptions based on the Transportation Improvement Programs and Comprehensive Plans from all jurisdictions in Spokane County.

SRTC provided the project team with the final, SRTC Board-approved Visum models including:

- 2019 SRTC Final Model – received on 12/20/2021 (SRTC 2019 Base FINAL 120921.ver)
- 2045 SRTC Final Model – received on 12/20/2021 (SRTC 2045 Build FINAL 120921.ver)

Fehr and Peers used these approved models to simulate new travel demand generated with the land uses being considered in the Hillyard Subarea Plan.

[1] SRTC is the Metropolitan Planning Organization (MPO) and the state-designated Regional Transportation Planning Organization (RTPO) for Spokane County.

[2] PTV Visum is a transportation planning software that helps users create models to analyze transportation networks and demand. For more information: https://www.ptvgroup.com/en-us/products/ptv-visum

Hilyard Subarea Plan Travel Demand Methodology

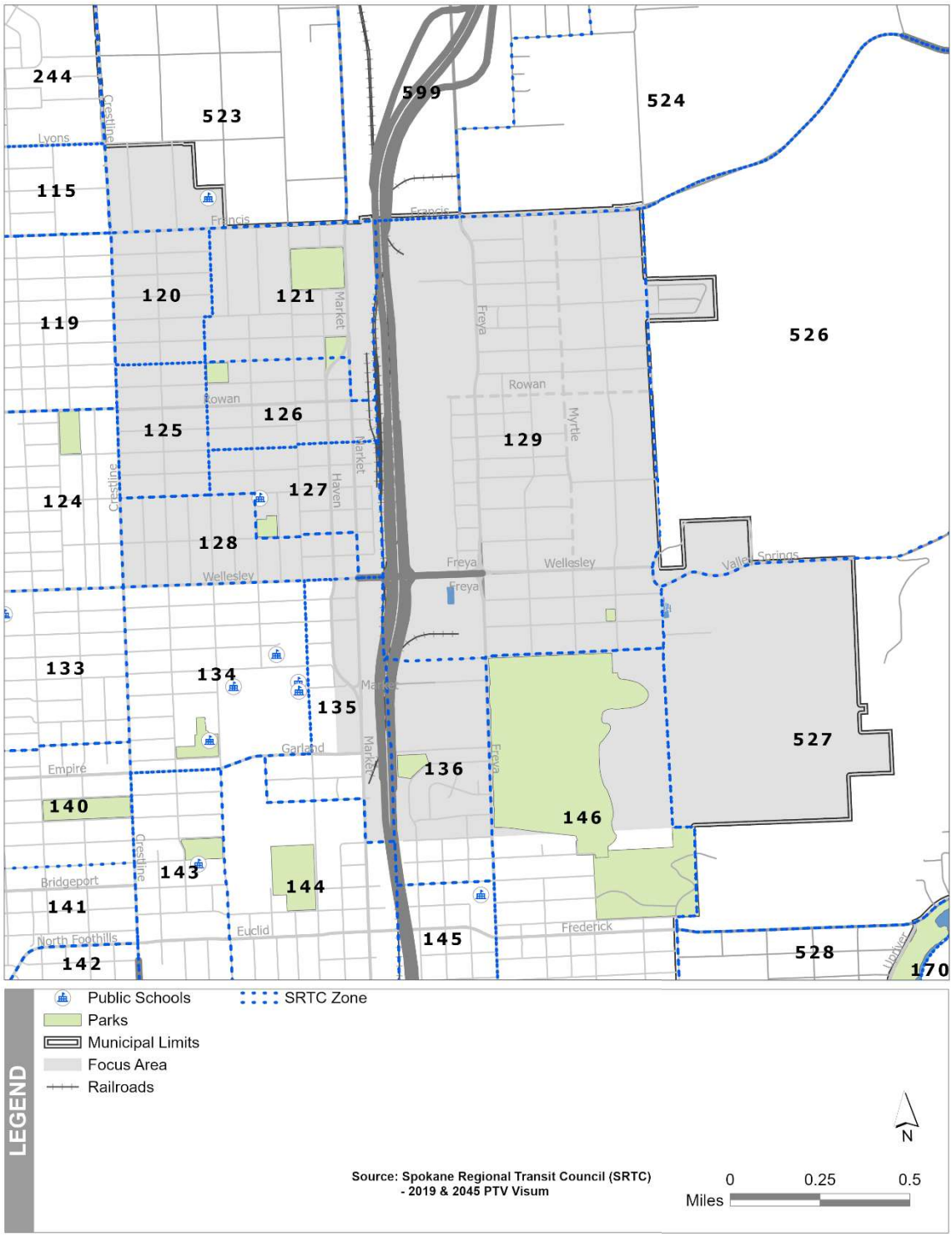
Based on the Hilyard Subarea Plan's catalyst site potential and preferred future land use (FLU) alternatives provided by the Stantec project team, Fehr and Peers estimated the number of households and employees in each site (**Table 1**). When ranges of potential development were provided, the higher end of the range was used to forecast the largest potential transportation impact. The following assumptions were used in the conversion process:

- Residential square footage and number of units were provided by the project team and incorporated into the transportation analysis using the higher range of number of housing units.
- Non-residential land uses provided in square footage were converted to number of employees for modeling purposes. This conversion was conducted using recommendations provided by SRTC that were documented in a previous employment density study[3]. For the conversion, one employee was assumed for each:
    - 350 square feet of office area.
    - 700 square feet of commercial area.
    - 500 square feet of industrial area.
- In CC Core, square footage was assumed to be all commercial.
- In CCEC, square footage was assumed to be 25% office and 75% industrial.

The number of households and employees from each parcel were then aggregated based on the SRTC zone (**Figure 1**) in which they are located. The SRTC zones are used in the travel demand model to forecast trip generation and assignment of the vehicle trips to the roadway network.

[3] Snohomish County 2007 Buildable Lands Report Employment Density Study.

Figure 1. SRTC Zone ID



FEHR PEERS

Table 1. Preferred FLU Estimated Households/Employees and Comparison with Existing 2019 and 2045 SRTC Model

Catalyst Site ID	FLU Category	Residential Area (Square Feet)	Non-Residential (Square Feet)	Estimated Number of Household	Estimated Number of Employee	SRTC Zone ID	2019 Number of Households	2019 Number of Employees	2045 Number of Households	2045 Number of Employees	2045 + FLU Number of Households	2045 + FLU Number of Employees
C.1	Residential Low	17,425		17		523	499	259	502	312	521	312
C.2	Residential Low	4,590		5								
C.3	Commercial		31,853		46	120	280	42	294	42	294	88
C.4	Neighborhood Retail	8,415	20,839	8	30	121	296	101	344	215	392	433
C.5	Office		14,044		40							
C.6	CC Core	15,810		16								
C.7	CC Core		60,167		86							
C.8	CC Core		60,875		87							
C.10	CC Core	47,764	29,447	48	42							
C.9	CC Core	72,201	34,883	72	50	126	304	62	305	142	577	252
C.11	CC Core	85,530	11,326	86	16							
C.12	CC Core	37,026	31,145	37	44							
C.13	CC Core	81,457	8,211	81	12							
C.14	CC Core	21,475	17,555	21	25							
C.15	CC Core	45,912	16,422	46	23	127	324	185	328	285	577	335
C.16	CC Core	42,950	8,494	43	12							
C.17a	CC Core	22,216	18,970	22	27							
C.17b	CC Core	49,615	18,404	50	26							
C.18	CC Core	48,134	8,494	48	12							
C.19	CC Core	22,216	8,211	22	12							
C.20	CC Core	21,475	8,211	21	12							

Catalyst Site ID	FLU Category	Residential Area (Square Feet)	Non-Residential (Square Feet)	Estimated Number of Household	Estimated Number of Employee	SRTC Zone ID	2019 Number of Households	2019 Number of Employees	2045 Number of Households	2045 Number of Employees	2045 + FLU Number of Households	2045 + FLU Number of Employees
C.21	CC Core	22,216	13,138	22	12	128	375	77	376	158	447	166
C.22	CC Core	3,825		4	19							
C.23	CC Core	11,108	9,060	11	-							
	CC Core	13,260		13	13							
C.24	CC Core	38,507	36,695	39	-							
C.25	CC Core	119,964	130,594	120	52	135	158	342	158	582	743	825
C.26	CC Core	426,941	13,241	427	187							
	CC Core	17,425	2,254,502	17	19							
C.27	Light Industrial		286,538		3,221	136	228	44	229	469	229	3,690
C.28	Heavy Industrial		8,381		573	129	294	2,513	297	2,992	695	10,239
C.29	Light Industrial		13,930		17							
C.30	Heavy Industrial		36,355		28							
C.31	Heavy Industrial		9,967		73							
C.32	Heavy Industrial		32,957		20							
C.33	Heavy Industrial		31,372		66							
C.34	Heavy Industrial		105,215		63							
C.35	Light Industrial		11,552		210							
C.36	Light Industrial		66,028		23							
C.37	Heavy Industrial		97,627		132							
C.38	Light Industrial		78,033		195							
C.39	Light Industrial		23,104		156							
C.40	Light Industrial		11,552		46							
C.41	Light Industrial		7,022		23							

Catalyst Site ID	FLU Category	Residential Area (Square Feet)	Non-Residential (Square Feet)	Estimated Number of Household	Estimated Number of Employee	SRTC Zone ID	2019 Number of Households	2019 Number of Employees	2045 Number of Households	2045 Number of Employees	2045 + FLU Number of Households	2045 + FLU Number of Employees
C.42	Heavy Industrial		12,345		14							
C.43	Heavy Industrial		14,044		25							
C.44	Heavy Industrial		195,140		28							
C.45	Heavy Industrial		14,270		390							
C.46	Light Industrial		22,651		29							
C.47	Heavy Industrial		8,607		45							
C.48	Heavy Industrial		60,167		17							
C.49	CCEC	28,424	87,490		193							
C.50	CCEC	38,522	341,467		756							
	CCEC	150,348	522,393		1,157							
C.51	Light Industrial		42,471		85							
	CCEC	140,250	1,195,983		2,648							
C.52	Light Industrial		13,024		26							
C.53	CCEC	43,010	276,911		613							

(129 Continued)

Model Analysis

The 2045 Preferred FLU scenario was modeled and compared with the 2019 and 2045 base models to determine the changes between 2019 and 2045 and the changes between baseline 2045 and the 2045 FLU scenario model. Based on the increased number of households and employees included with the preferred FLU, the model indicates that the most of nearby roads will have between equal to three times the number of vehicles in 2045 compared to the original SRTC 2045 Model, as shown in **Figure 2**. **Table 2** compares the 2045 SRTC Model with new scenario results based on preferred FLU. **Figure 3** shows the existing 2019-2045 SRTC Traffic Volume Growth and **Figure 4** show the existing 2019-SRTC model with the 2045 SRTC model updated with FLU growth scenario.

Table 2: Hillyard Major Streets' 2045 SRTC Model Volumes vs. 2045 FLU Volumes

Street Name	Preferred FLU vs Existing 2045 SRTC Volume Difference	Existing 2019-2045 SRTC Growth Rate	2019-2045 Preferred FLU Growth Rate	2045 Preferred FLU – Existing 2045 SRTC Difference
E Francis Ave	Up to 3x higher	1% to 50% Increase	1% to 50% Increase	+1,950 to +7,350
E Wellesley Ave	Up to 3x higher	51% to 150% Increase	51% to >150% Increase	+200 to +18,900
N Market St	Up to 3x higher	< -50% Decrease to 50% Increase	0% to 150% Increase	+1,700 to +8,250
N Haven St	Up to 3x higher	0% to 50% Increase	0% to 50% Increase	+150 to +7,000
N Crestline St	Up to 3x higher	< -50% Decrease	0%	+350 to +1,500
E Rowan Ave	3x to 10x higher	1% to >150% Increase	101% to >150% Increase	+200 to +2,250
N Freya St	Up to 5x higher	< -50% Decrease to > 150% Increase	0% to >150% Increase	+6,050 to +19,200
N Myrtle St	3x to more than 10x Higher	< -50% Decrease to 50% Increase	>150% Increase	+450 to +6,700

Source: Fehr & Peers.

Figure 2: 2045 SRTC vs. Preferred FLU Growth Rate

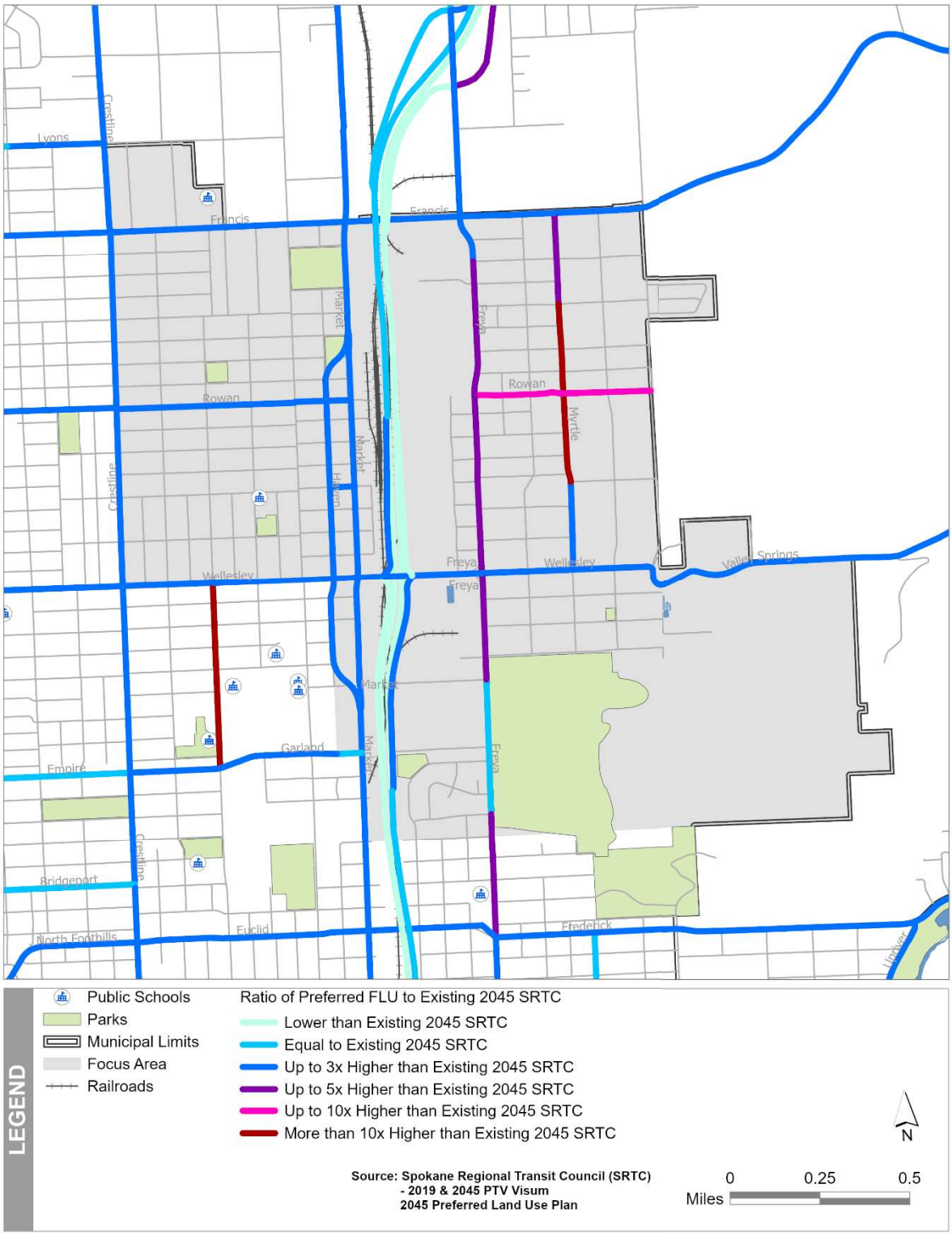


Figure 3: Existing 2019-2045 SRTC Traffic Volume Growth

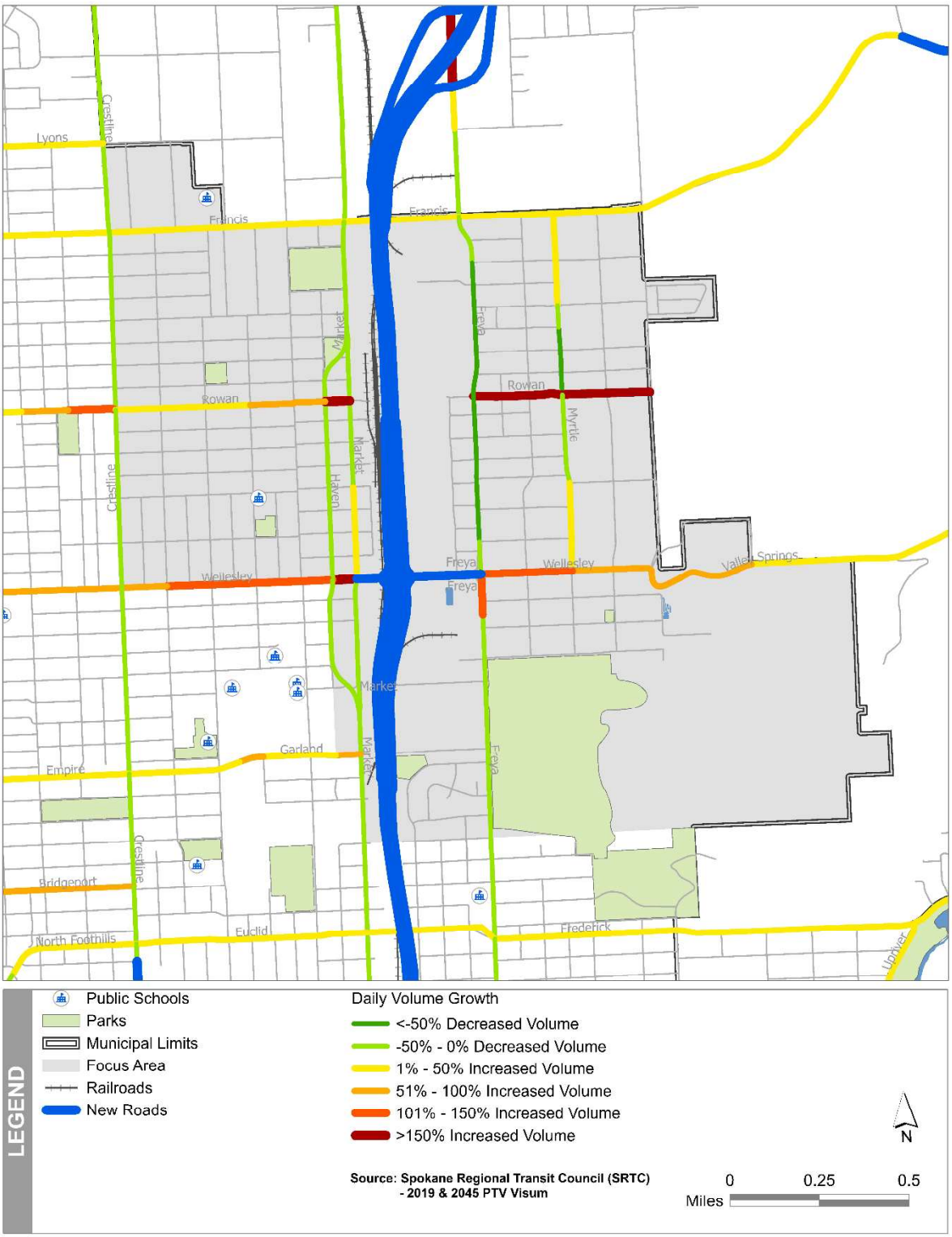
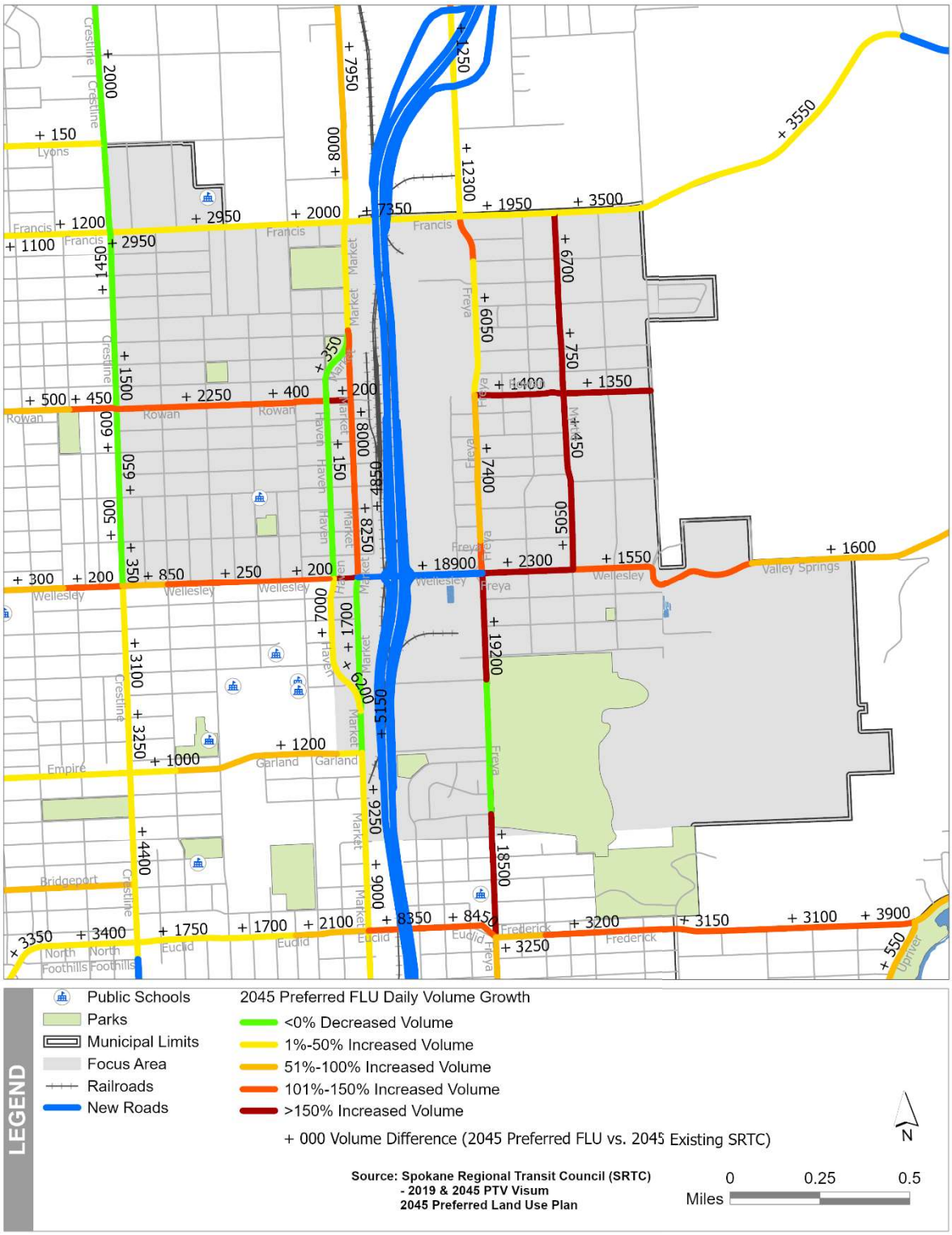


Figure 4: 2019-2045 Preferred FLU Traffic Volume Growth



Recommendations

The anticipated growth of nearly 6.5 million square feet of new non-residential use (11,777 commercial and industrial employees) and more than 1.7 million square feet of new residential area (1,702 new households) in the Hillyard subarea will require strategic and well-coordinated investments in transportation infrastructure. Prioritizing freight mobility, multimodal access, and equitable transit solutions will be essential for ensuring that Hillyard can accommodate future growth with an efficient and sustainable transportation network. To accommodate the increased transportation needs, the following improvements are recommended:

- **Roadway Infrastructure and Freight Mobility:** Design standards for heavy freight vehicles for roads in the east Hillyard area, including wider lanes, thicker pavement, and traffic management strategies that minimize congestion and queuing such as passing lanes to support increased heavy vehicle volumes.
- **Industrial and Commercial Connectivity:** Improve regional access to accommodate the projected growth in industrial employment, including expansion of key arterial roads to accommodate access to Hillyard and enhanced connections to the North Spokane Corridor (NSC) and BNSF rail line for efficient freight movement.
- **Multimodal Transportation and Pedestrian Access:** As more than 1,700 new households are projected in the FLU, providing safe and convenient pedestrian, bicycle, and transit connectivity will decrease reliance solely on automobiles for travel. Recommended improvements include developing new multi-modal corridors east of NCS to connect residential neighborhoods with the rest of the city. This includes:
    - **Transit Services for Employment Hubs**: With significant anticipated employment growth, efficient public transit services will transport workers to industrial and commercial centers. New transit routes should be developed to connect residential areas with major employment hubs, industrial zones, and the downtown core.
    - **Pedestrian and Bicycle Infrastructure Expansion**: Continue the trail and bike network expansion and address the current gaps in sidewalks and pedestrian amenities to connect residents to transit stops, employment centers, and parks.
- **Equity and Accessibility for Growing Populations:** As new households and employees are added to the area, prioritize transportation improvements that enhance equity and accessibility for underserved Hillyard communities.

A combination of recommendations from previous planning documents, the 2024-2029 Capital Improvement Program (CIP), new projects recommended based on the modeling analysis, and following the City of Spokane's transportation goals were formulated and summarized for the Hillyard Subarea in **Table 3**. The City of Spokane's transportation goals include:

A. Promote a sense of community and identity through the provision of context-sensitive transportation choices and transportation design features, recognizing that both profoundly affect the way people interact and experience the city.
B. Meet mobility needs by providing facilities for transportation options – including walking, bicycling, public transportation, private vehicles, and other choices.
C. Promote land use patterns and construct transportation facilities and other urban features that advance Spokane's quality of life.
D. Implement projects that support and facilitate economic vitality and opportunity in support of the city's land use plan objectives.
E. Protect natural, community, and neighborhood assets to create and connect places where people live their daily lives in a safe and healthy environment.
F. Promote healthy communities by providing and maintaining a safe transportation system with viable active mode options that provide for the needs of all travelers, particularly the most vulnerable users.
G. Design and maintain a fiscally efficient, environmentally responsible, and socially equitable transportation system that serves its users through coordinated planning and budgeting with other partners and utilities.

The Hillyard Subarea Plan transportation recommendations reflect future transportation needs based on potential growth in employment and residential development analyzed in the modeling analysis from the FLU scenario. This analyzes the full buildout potential, but a smaller level of development would result in lower transportation demand. Future analysis using field collected traffic counts and field studies will verify the appropriateness of proposed expansions, assess traffic before and after some development, and fine-tune infrastructure improvements. This additional analysis will help determine the feasibility and effectiveness of the recommended transportation improvements.

The existing characteristics and recommendations for the major streets within the Hillyard Subarea are provided in **Table 3**. To help identify and integrate previous planning efforts, one column identifies recommendations from previous plans. A consolidation of all previously identified and newly recommended projects by street name and section are also included with an estimated planning level project cost.

Table 3: Hillyard Streets and Recommendations

Street Name	Street Section	Existing Conditions: Road Class.	Number of Lanes	ROW	Road Condition	Sidewalks	Bike Lanes	Street Parking	Transit Routes	Identified Projects from Other Planning Documents	Project Type	Recommendations Based on Preferred FLU	Estimated Cost
E Wellesley Ave	N Crestline St – N Regal St	Principal Arterial	4	40 ft	Maintained	Attached	No	No	Yes	***CIP (5200-400):*** Construction of full-depth pavement with drainage systems, sidewalks, and bike lanes.	Street Reconstruct.	Full reconstruction of Wellesley Ave. within the project limits, widening for turn lanes at intersections. Includes new sidewalk, ADA ramps, lighting, drainage improvements and bike facilities.	$2,110,000
	N Regal St – N Market St		2		Improved	Attached	No	No	Yes				
	N Market St – N Thor St		2			Attached	No	No	No				
	N Thor St – N Rebecca St		2			**Missing**	No	No	No				
	N Rebecca St – Valley Spring Rd		2		Not Maintained	**Missing**	No	No	No				
N Freya St	E Francis Ave – E Dalke Ave	Minor Arterial	3	48 ft	Maintained	Varies	No	No	No	***The Yard:*** 44 ft paved width 3 lanes of industrial road ***CIP (5200-400):*** Rebuilding and widening the roadway and installation of drainage systems;	Pedestrian & Bikeways	Install sidewalks throughout the corridor on both sides of the road to accommodate pedestrian traffic and ensure accessibility for people with disabilities.	$1,375,000 (cost from CIP for initial phases)
	E Dalke Ave – E Broad Ave		2			**Missing**	No	No	No				
	E Broad Ave – E Wellesley Ave		2			Detached	Yes	No	No				
	E Wellesley Ave – E Garnet Ave		2			**Missing**	No	No	No		Street Design	Rebuilding and widening the roadway and installation of drainage improvements. Install bike lanes and sidewalks on both sides of the streets with street trees.	$2,380,000

Street Name	Street Section	Existing Conditions								Identified Projects from Other Planning Documents	Project Type	Recommendations Based on Preferred FLU	Estimated Cost
		Road Class.	*Number of Lanes*	*ROW*	*Road Condition*	*Sidewalks*	*Bike Lanes*	*Street Parking*	*Transit Routes*				
N Market St	E Francis Ave – E Columbia Ave	Principal Arterial	4	60 ft	Improved	Attached	No	No	Yes		Pedestrian & Bikeways	Improve substandard sidewalks throughout the corridor on both sides of road to accommodate pedestrians. Incorporate pedestrian-friendly infrastructure, including a tree canopy, to improve the overall walkability and aesthetic appeal of the corridor.	$1,610,000
	E Columbia Ave – Wellesley Ave		2			Attached	No	Yes	Yes				
	E Wellesley Ave – E Rich Ave		3			Varies	No	No	Yes				
	E Rich Ave – N Haven Pl		3			**Missing**	No	No	Yes				
	N Haven Pl – E Garnet Ave		3			Varies	No	No	Yes				
N Haven St	Market Pl – E Rich Ave	Principal Arterial	2	60 ft	Maintained	Detached	No	No	Yes		Street Design	Rebuilding and widening the roadway and installation of drainage. Bike lane and Sidewalk on both sides of the road.	$2,100,000
	E Rich Ave – E Rockwell Ave		2			**Missing**	No	No	Yes				
N Myrtle St	E Francis Ave – E Dalke Ave	Local	2	50 ft	Maintained	Varies	No	No	No	***Comprehensive Plan***: Proposed Major Collector	Street Design	Rebuilding and widening the roadway and installation of drainage. Sidewalk on both sides of the road.	$5,810,000
	E Dalke Ave – E Wellesley Ave		2		Unimproved	**Missing**	No	No	No				
N Florida Street	E Queen Ave – E Princeton Ave	Local	2	60 ft	Maintained	**Missing**	No	No	Yes		Street Design	Rebuilding and widening the roadway and installation of drainage. Sidewalk on both sides of the road, street parking, and bike-friendly route.	$1,730,000

Street Name	Street Section	Existing Conditions								Identified Projects from Other Planning Documents	Project Type	Recommendations Based on Preferred FLU	Estimated Cost
		Road Class.	*Number of Lanes*	*ROW*	*Road Condition*	*Sidewalks*	*Bike Lanes*	*Street Parking*	*Transit Routes*				
E Rowan Ave	N Crestline St – N Market St	Minor Arterial	2	60 ft	Not Maintained	Detached	No	Yes	No	***Bike and Pedestrian Plan***: Future Shared-use Path; Ped/Bike Bridge ***The Yard:*** 40 ft paved width 2 lanes of local road	Pedestrian & Bikeways	Install bike lane on both sides of the street	$70,000
	N Ferrall St – N Havana St	Local	2		Maintained	**Missing**	No	No	No		Street Design	Rebuilding and widening the roadway and installation of drainage with sidewalk on both sides of the road.	$1,110,000
	N Greene St – N Ferrall St	-	-	-	-	-	-	-	-		Pedestrian & Bikeways	Bridge over NSC/railroad tracks to connect both sides of Rowan	$18,960,000
N Havana Street	E Francis Ave – E Rich Ave	Local	2	48	Not Maintained	**Missing**	No	No	No		Street Design	Rebuilding and widening the roadway and installation of drainage improvements. Install bike lanes and sidewalks on both sides of the streets with street trees.	$6,870,000
E Rich Avenue	N Crestline St – N Haven St	Local	2	60 ft	Maintained	Attached	No	No	No		Street Design	Rebuilding and widening the roadway and installation of drainage improvements. Install bike lanes and sidewalks on both sides of the streets with street trees.	$3,570,000
	N Freya Street – N Havana Street	Local		55 ft	Maintained	**Missing**	No	No	No		Pedestrian & Bikeways	Installation of sidewalk north of Esmeralda Golf Course and replant trees along the segment; Install crosswalk to Havana St	$300,000
N Greene Street	E Queen Ave – E Broad Avenue	Local	2	30 ft	Maintained	**Missing**	No	No	No		Street Design	Rebuild and install sidewalk along the corridor.	$480,000

Local Roads Improvement in East Hillyard Julia St: Dalke Ave - Nebraska St; Sycamore St: Decatur Ave - Nebraska Ave; Bismark Ave: Freya St - Havana St; Central Ave: Freya St - Havana St; Columbia Ave: Freya St - Havana St; Joseph Ave: Freya St - Florida St; Nebraska Ave: Florida St - Havana St; Sanson Ave: Ferrall St - Julia St; Everett Ave: Ferrall St - Myrtle St; Crown Ave: Ferrall St - Myrtle St; Queen Ave: Julia St - Myrtle St; Olympic Ave: Ferrall St - Myrtle St; Wabash Ave: Ferrall St- Freya St; Broad Ave: Ferrall St - Freya St;	Local	2	38 ft	Not Improved	**Missing**	No	No	No		Street Design	Rebuilding and widening the roadway and installation of drainage with sidewalk on one side of the road.	$15,840,000

Street Name	Street Section	Existing Conditions								Identified Projects from Other Planning Documents	Project Type	Recommendations Based on Preferred FLU	Estimated Cost
		Road Class.	*Number of Lanes*	*ROW*	*Road Condition*	*Sidewalks*	*Bike Lanes*	*Street Parking*	*Transit Routes*				
Local Roads Improvement in West Hillyard	Nebraska Ave: Crestline St - Market St; Diamond Ave: Crestline St - Greene St; Queen Ave: Crestline St - Greene St; Olympic Ave: Regal St - Greene St; Wabash Ave: Regal St - Greene St; Broad Ave: Regal St to Greene St;	Local	2	60 ft	Not Improved	Attached/ Detached	No	Yes	Yes		Street Design	Rebuilding and widening the roadway and installation of drainage. Sidewalk on both sides of the road, street parking, and bike-friendly route.	$1,340,000
North Hillyard Sidewalk	N Lacey St: Central Ave – Francis Ave; Central Ave; Regal St; Bismark Ave; Haven St;										Pedestrian & Bikeways	Installation of infill sidewalk and ADA ramps where needed.	$1,000,000
US395/North Spokane Corridor Transit											Transit Service	Capital investment to implement transit service on the US 395/North Spokane Corridor.	$6,100,000

Source: Fehr & Peers.

After initial cost estimates were generated, a request was made by the project team to include cost estimates for portions of the improvements. The following cost adjustments were calculated:

- Freya Street from Wellesley Avenue to Rowan Avenue: $2,610,000
- Rowan Avenue from Freya Street to Florida Street: $2,360,000
- Myrtle Street from Wellesley Avenue to Rowan Avenue: $3,140,000
- Florida Streete from Wellesley Avenue to Rowan Avenue: $3,220,000

To prioritize these improvements for implementation funding decisions, the use of some general prioritization criteria can be used to prioritize the most needed projects. In addition to how well they meet the City's transportation goals, the following potential evaluation criteria could be considered:

- **Catalyst for New Development:** Projects that are essential to catalyze large-scale development should be given higher priority for public funding opportunities.
- **Impact on the Existing Community:** Projects that significantly improve the quality of life for existing residents or have a high positive impact on the community should be prioritized.
- **Funding Availability:** Projects with identified or secured funding from other sources should be prioritized to ensure effective utilization of funds.
- **Readiness and Feasibility:** Projects that are fully designed and ready for implementation can be prioritized as short-term.
- **Economic and Social Benefits:** Projects that stimulate local economic growth, create jobs, or attract businesses should be prioritized.
- **Bicycle Infrastructure Enhancements:** Projects that improve or expand bicycle infrastructure, such as bike lanes, bike paths, and bike parking facilities, should be prioritized.
- **Safety Improvements:** Projects that address critical safety concerns, reduce crashes, or improve pedestrian and bicyclist safety should be prioritized.
- **Maintenance and Upgrades:** Projects that involve the maintenance or upgrading of existing infrastructure to extend its lifespan and improve functionality should be prioritized.

These criteria, in addition to the existing process of measuring transportation projects to how well they meet the City's transportation goals, will help to prioritize which improvements to implement first. These criteria should help ensure a comprehensive and balanced approach to prioritizing transportation projects in the Hillyard Subarea Plan.

Appendix H

Utilities and Drainage Report

Appendix H: Utilities and Drainage Report

Introduction

Project Context – The City of Spokane, WA (herein "City") and Northeast Public Development Authority (NEPDA) have entered a partnership with Stantec and their subconsultants (herein "Project Team") to lead a coordinated planning effort (herein "Subarea Plan") intended to guide development and public investments in the Hillyard neighborhood located in the northeast of the City.

The purpose of this Chapter of the Subarea Plan is to document the existing utility characteristics, discuss merit of past planning documents, assess current and projected utility demands and deficiencies, and propose utility infrastructure revitalization strategies.

Geographic Areas – The Subarea Plan's approximate 1,740-acre geographic area (herein "Focus Area") encompasses the parcels and public rights-of-way generally bounded by Crestline St/Haven St/Market St to the west, Wellesley Ave/Garnet Ave to the south, Havana St/Fancher Beacon Ln to the east and Francis Ave to the north. The Project Team generally delineates the Focus Area into two geographic areas; West Hillyard being the portion of the Focus Area that is west of the North Spokane Corridor (NSC), and East Hillyard is the portion east of the NSC.

The Project Team further delineates the Focus Area into distinct neighborhoods (herein "Plan Areas") to recognize and respond to the unique opportunities/challenges for specific geographic areas within the larger Focus Area. These Plan Areas are the Hillyard Residential Neighborhood, Hillyard Business District, the East Hillyard Industrial Area (herein "the Yard"), E. Wellesley Business District, Esmeralda Neighborhood, and Beacon Hill. Figure 1 depicts the Focus Area and the individual Plan Areas.

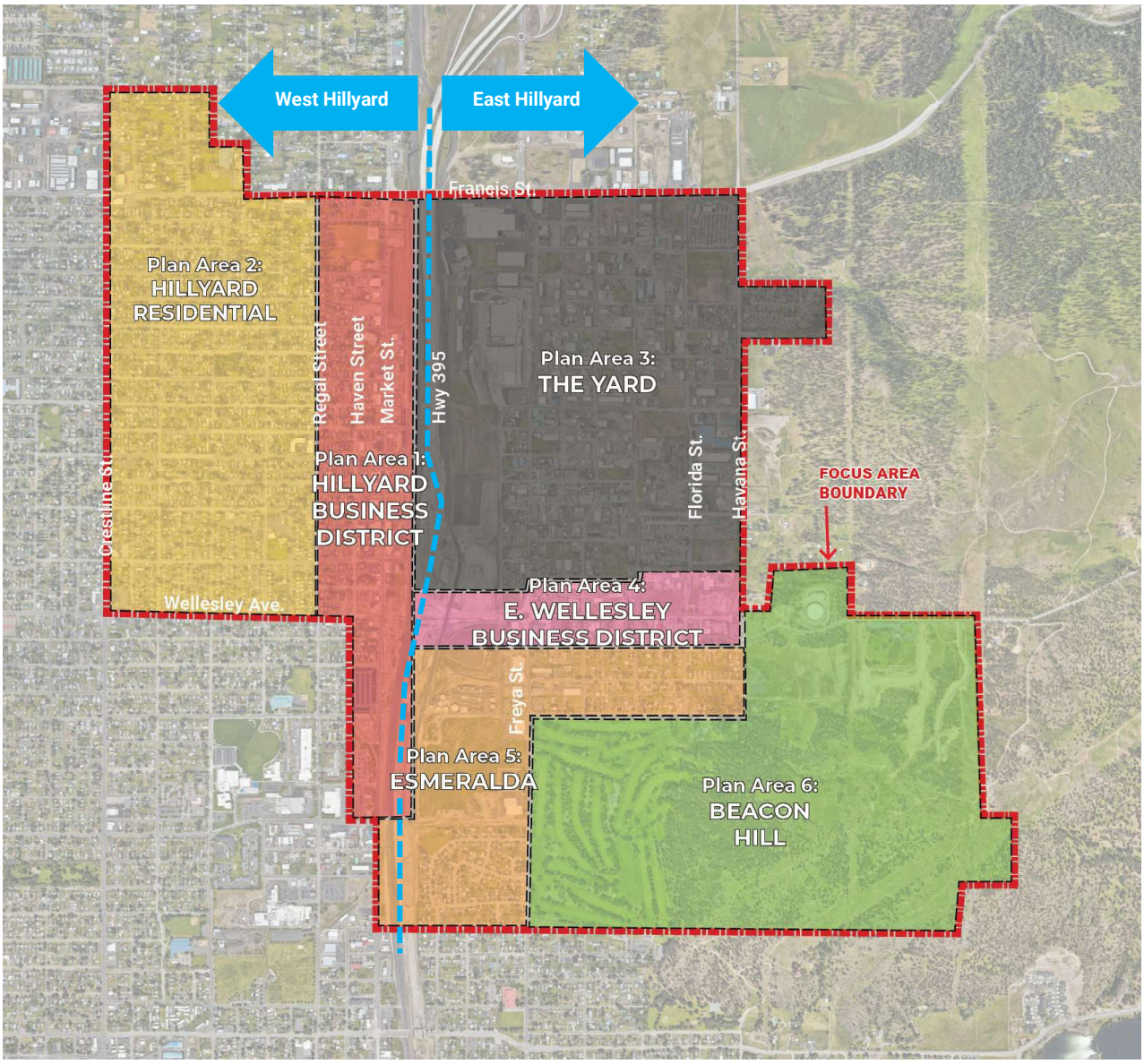


Figure 1 – Focus Area and Plan Areas Map

(Note: the Focus Area is delineated in a Red dashed line)

Long-Range Planning Documents

As an important component to the Subarea Plan, the Project Team reviewed and documented the City's long-range planning documents to serve as foundational elements for the Subarea Plan. The City's ***Comprehensive Plan*** details how the community intends to grow and contains goals and policies that guide how the City will provide public utilities (with specific priority on supporting community revitalization). The ***Yard Redevelopment Master Plan*** defines a myriad of revitalization ideas (and infrastructure improvements) for the eastern portions of the Focus Area.

City of Spokane Comprehensive Plan

Spokane's Comprehensive Plan (formally titled "Shaping Spokane", approved 2017) sets goals and policies that provide a framework to guide local decisions and actions relating to land use/urban design, housing, transportation, economic development, environmental protection, and capital projects. All development standards, capital investments, and other policy decisions must align with the Comprehensive Plan. The Comprehensive Plan is arranged as a series of Elements that focus on various aspects of the City and its long-range planning.

This chapter of the Subarea Plan focuses on the Capital Facilities and Utilities Element as it has a direct correlation on how the City will provide public utilities and how those facilities support community revitalization, economic development, and land development. The Capital Facilities and Utilities Element does not include technical detail pertaining to existing or planned utility lines and system capacity (e.g., line sizes, service deficiencies), but is focused on how the City intends to provide and evaluate utility service within the municipal limits and the City's Urban Growth Area. Appendix A lists the goals and policies from the Capital Facilities and Utilities Element that are applicable to Utility infrastructure in the Subarea Plan.

Utility Service Provisions

The Comprehensive Plan defines a local goal to provide adequate public utilities that are essential to support land development and serve current and future customers. This is supported by a multifaceted policy framework that guides how the City will provide those services.

Levels of Service – The City adopted minimum level of service (LOS) standards for each utility type. The City uses these levels of service as the metric to identify whether a utility service is operating at optimum levels. Substandard utility LOS warrants capital improvement projects or slowing of development until the utility service is improved to meet the LOS for the given demand.

Concurrency – Pursuant to the Comprehensive Plan's policies, the City requires that public facilities and services are in place (and meet the adopted levels of service) concurrent with growth and development; individual development projects must demonstrate that utilities are available to serve those projects (or committed pursuant to the City's Capital Improvement Plans within six-years), or the developer entity may provide the necessary utility upgrades (or line extensions) as part of the associated development project. Thus, the provision of adequate public utilities is an important factor for accommodating (re)development, jobs, and housing.

Impact Fees – The Comprehensive Plan identifies impact fees as a potential funding mechanism to pay for essential public services (and potential system updates) concurrent with (re)development projects. Impact fees are typically assessed to individual (re)development projects

so that those projects pay their proportionate share for utility improvements. While impact fees create a funding source for utility improvements, it also poses additional costs to a developer entity.

Intergovernmental Coordination – The Capital Facilities and Utilities Element calls for coordination amongst City departments, other agencies, utility providers, and surrounding property owners pertaining to utility improvements. The objective is to approach utility improvements as a coordinated effort to identify opportunities where multiple utility service updates could be made simultaneously (e.g., performing underground utility upgrades as part of a roadway project within the same right-of-way). Additionally, there is a goal to achieve uniform land use, construction, and levels of service standards amongst the City of Spokane and Spokane County. The Element includes policies that encourage the joint use of public sites for greater service efficiency and as a cost saving approach (e.g., stormwater facilities could be integrated with recreation and open space areas).

Environmental Protection – The Comprehensive Plan also contains goals/policies aimed to protect the natural environment and the region's water resources. Specifically, stormwater management policies/standards are intended to address drainage and treat stormwater runoff from pollutants/contaminants before water is discharged to rivers or infiltrated into the ground. Typically, individual development projects must detain/treat stormwater runoff on their associated properties; this requires portions of the site to be dedicated for stormwater management and limits development potential on those properties. In other situations, the City may choose to provide stormwater management at a regional scale (allowing for more use of individual property and the City's enhanced control over the region's groundwater quality but at the expense of the City).

Community Revitalization and Economic Development

In several Comprehensive Plan goals and Spolicies, the City intends to use utilities as an important tool to support community revitalization and economic development. Utilities are essential for accommodating existing uses and attracting additional private investment. In doing so, the *Capital Facilities and Utilities Element* calls for strategic utility investments in Centers and Corridors and deteriorating areas of the City. The Element also acknowledges that utility investments will stimulate the tax base by attracting private investment to target areas (i.e., The Yard Plan Area within the Focus Area). The Element calls for impact fee exemptions for development activities that provide broad public purposes (this could pertain to development projects that bring much needed housing and employment uses to the Focus Area; this could be a tool for attracting private investment to the area). This policy framework is an important tool for the City to prioritize utility investments to Hillyard and to pursue the associated funding sources and strategies.

The Yard Redevelopment Master Plan (YRMP)

In 2017, the City of Spokane and NEPDA completed the Yard Redevelopment Master Plan (YRMP) to examine area conditions, define long-range revitalization strategies, and to identify supportive infrastructure needs for the Yard. This past planning effort for the legacy industrial area aims to support the area's evolution into a much more robust employment center for the region by assessing opportunities and challenges. The YRMP represents more of a feasibility study as it was not formally adopted into the larger City policy framework though many of its findings and recommendations can be carried forward into the Subarea Plan.

The City and the Northeast Public Development Authority (NEPDA) have established the following goals for redevelopment of the Yard:

- Create and sustain family-wage jobs.
- Capture the opportunity provided by the NSC to promote economic revitalization of a historically industrial area.
- Promote development that is economically and environmentally sustainable.
- Improve the health and safety of neighborhoods through environmental restoration.
- Improve quality of life for residents, employees, and visitors.

Hillyard Infrastructure Assessment and Needs Analysis (Maul Foster Alongi 2015) – As precursor to the YRMP, a consultant reviewed the existing transportation and utility infrastructure in the Yard area to identify service deficiencies and define potential capital projects that would support current and future land uses. The assessment resulted in a long list of infrastructure-related recommendations; those findings were carried forward in the YRMP.

Stormwater Management Alternatives (Maul Foster Alongi 2020) – This study provides a concept-level analysis and recommendations for stormwater management alternatives in the Yard. The analysis considers two alternatives: 1) a single regional system, and 2) a series of localized or "clustered" regional systems.

Priority Infrastructure Projects – The YRMP identifies a list of priority infrastructure improvements that are believed to support area revitalization and to address prolonged infrastructure needs – these priority projects are listed in Table 1 and arranged as either *Regional Projects* or *Local Projects*. It's important to note that some right-of-way corridors include both roadway and utility improvements – projects noted with an asterisk ("*") specifically include utility components. Projects that have been completed or are nearly complete, as indicated by City Staff, have been omitted from these tables.

Table 1 Priority Infrastructure Improvements – the Yard Redevelopment Master Plan

Project Number	Project Name	Description
Regional Projects		
1	Freya Heavy Maintenance	Street maintenance including asphalt grind and overlay of street surface on Freya St from Wellesley Ave to Rowan Ave
3*	Freya Reconstruction*	ROW acquisition, installation of underground utilities, and reconstruction of street to bring Freya St to industrial street standard.
5*	Wellesley Phase II*	Replacement of existing water main at Wellesley Ave., from Rebecca St to Florida St, acquisition of ROW to construct standard width minor arterial street, and reconstruction of streets as necessary to meet minor arterial street classification.
6*	Regional Stormwater Facility*	Evaluation of viability of centralized stormwater treatment facility to support future development. If viability is confirmed, project

Table 1 Priority Infrastructure Improvements – the Yard Redevelopment Master Plan		
Project Number	**Project Name**	**Description**
		would include ROW acquisition, installation of conveyance utilities, and stormwater treatment facility.
Local Projects		
7*	Florida Phase I*	ROW acquisition, installation of underground utilities, and widening and reconstruction of half of the street underlain by utilities on Florida St; Will increase service to Wellesley Corridor and Ranch catalyst properties.
8*	Florida Phase II*	ROW acquisition, installation of underground utilities, and widening and reconstruction of half of the street underlain by utilities on Florida St; Will increase service to North Yard catalyst property.
9*	NSC Utility Corridor*	Type/Size/Location study for utility corridor and pedestrian crossing, across the NSC; Will require easement or ROW acquisition and water main connection from Freya to Market St
12*	Freya Phase II*	ROW acquisition, installation of underground utilities, and street reconstruction to bring Freya St (E Garland Ave to Wellesley Ave) to industrial street classification; Includes replacement of potable water mains.
13*	Rebecca / Julia Phase I*	ROW acquisition, installation of underground utilities, and reconstruction of street to support multiple transportation modes on Rebecca St / Julia St from Francis Ave to Columbia Ave.; Includes replacement of potable water line.
14	Rebecca / Julia Phase II	ROW acquisition and full reconstruction of street to improve Freya St to a multi-modal road classification; In addition, a study of siting and design options for a bus stop on this corridor.
15*	Freya Phase III*	ROW acquisition, installation of underground utilities, and full reconstruction of street to bring Freya St to industrial street classification.
16	Infill Street Improvements	ROW acquisition and construction of local roads along Broad, Queen, Central, Dalke Avenues as well as Myrtle and Havana Streets.
Notes: 1. Projects noted with an asterisk ("*") include utility improvements.		



Figure 2– Regional Projects: Priority Infrastructure Improvements (The Yard Redevelopment Master Plan 2017)

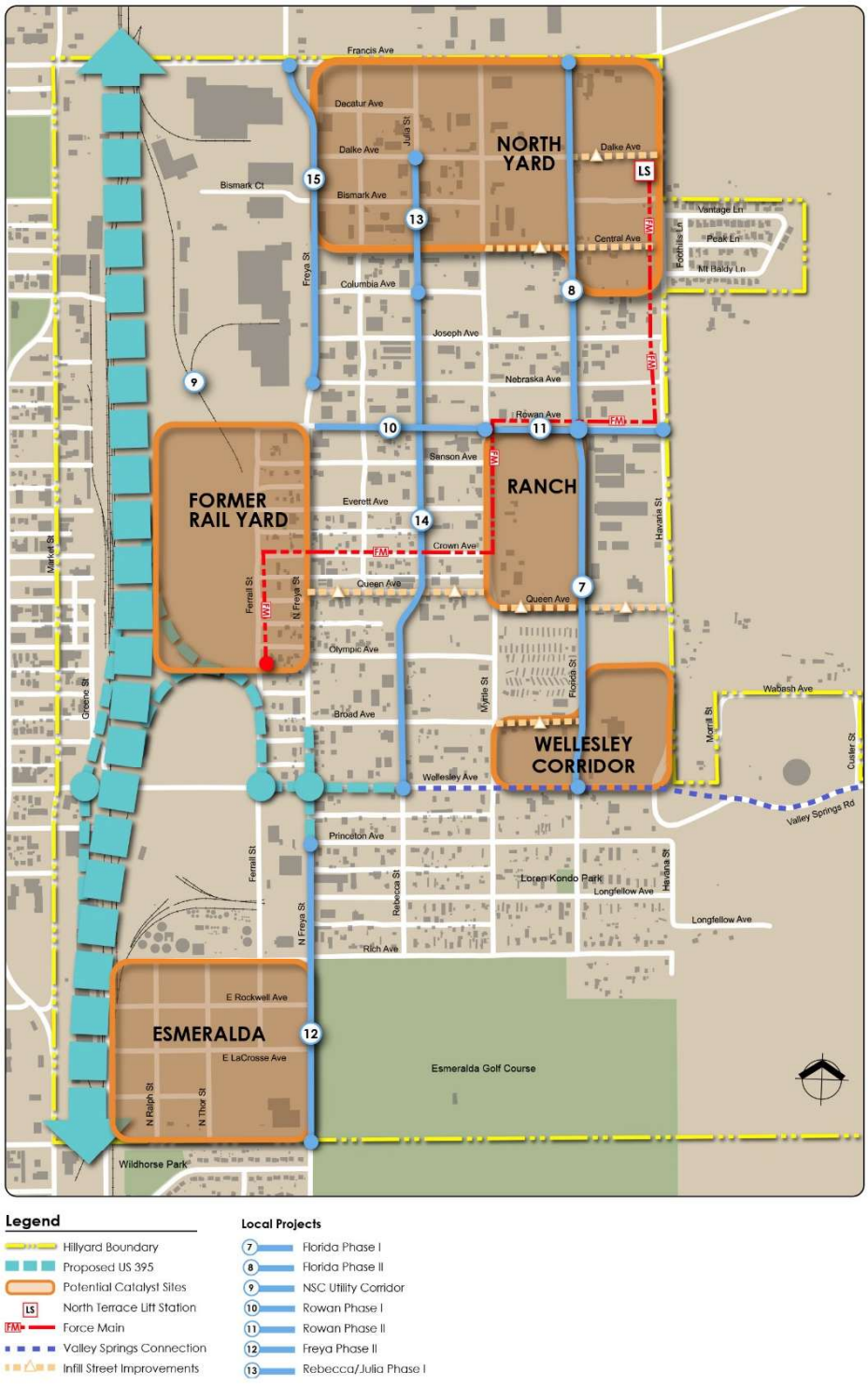


Figure 3 – Local Projects: Priority Infrastructure Improvements (The Yard Redevelopment Master Plan 2017)

Existing Utilities Characteristics

As communities plan for revitalization and aim to attract new community-serving uses through infill, redevelopment, and adaptive reuse projects, it is important to assess the existing utility conditions, including planned near-future utility improvements. This review serves as baseline data for assessing the community's ability to serve current and future land uses, and to identify utility infrastructure strategies that would better position the Focus Area for near- and long-term revitalization. The Project Team did not conduct a detailed system analysis or survey of existing infrastructure. The source materials used in this review include the following:

- 2024-2029 Citywide Capital Improvement Program "CIP"
- City of Spokane Comprehensive Plan "Comp Plan"
- The Yard Redevelopment Master Plan by Maul, Foster, Alongi (2017) "YRMP"
- Hillyard Infrastructure Assessment and Needs Analysis by Maul, Foster, Alongi (2015)
- Hillyard Industrial Area Stormwater Management Alternatives by Maul, Foster, Alongi (2020)
- City of Spokane Broadband Assessment by Petrichor Broadband (2023)
- City of Spokane Water System Plan (2023)
- The Map Spokane On-line GIS Application (accessed various times in 2023 and 2024)
- Comments by City staff resulting from review of Existing Utilities Memo (2024)

Potable Water Service

The City of Spokane is the sole water purveyor in the Focus Area. The City obtains its potable water supply from the Spokane Valley-Rathdrum Prairie Aquifer via multiple source wells. Potable water is conveyed through a system of pumps, reservoirs, and over 1,000 miles of water mains and smaller trunk lines. Some of the potable water conveyance pipes date back to World War II and earlier. The Capital Facilities Plan (contained within the Comprehensive Plan) states that the total system pumping capacity is 282 million gallons per day (MGD). The City's water system does not extend north of the Focus Area, and potable water for many of these properties is supplied by Water District 8.

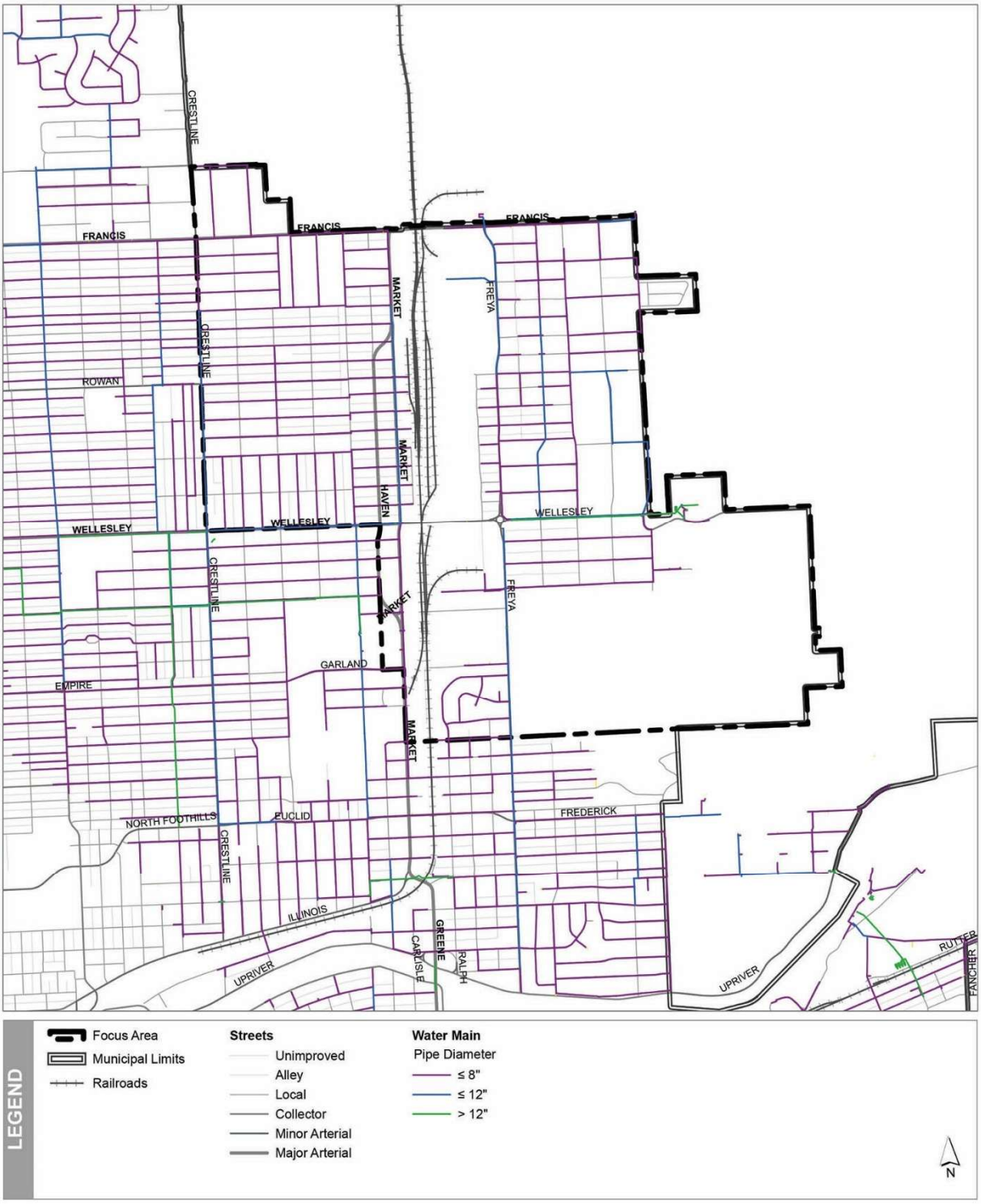


Figure 4– Existing Water Lines in Focus Area

West Hillyard

West Hillyard is generally well-served with water infrastructure. Most rights-of-way have water mains beneath streets where adjacent properties can connect for service. 30" transmission mains run beneath Central Ave, Wellesley Ave, and Haven St; these serve as the primary water sources where individual distribution lines then bring water service to individual properties.

Hillyard Residential Plan Area - A 12" ductile iron (DI) water line distributes water throughout the legacy Hillyard residential neighborhood. 6" cast iron (CI) water lines distribute water east and west and a few 6" CI water lines distribute water north and south. Currently, there are no water lines along Stone St (between Queen Ave and Francis Ave) or Lacey St (between Queen Ave and Central Ave) which pass in the north-south direction through the neighborhoods, whereas most properties could connect into water mains located on the side streets.

Hillyard Business District - The 30" steel transmission line on Haven St and a 12" water line on Market St serve as the backbone for the water distribution system in the Hillyard Business District. The water line on Market St starts off as a 12" DI water line near Wellesley Ave and reduces to 8" DI near Francis Ave. 6" DI water lines distribute water east and west throughout the neighborhood. No water lines are present along Regal St (between Queen Ave and Central Ave).

East Hillyard

East Hillyard has several geographic areas that are adequately served with water infrastructure, but other areas in the Yard lack water mains adjacent to catalyst sites. A 24" to 30" transmission main extends beneath Wellesley Ave and connects to the North Hill reservoir near Beacon Hill. A 30" transmission main runs beneath Freya St (south of Wellesley Ave). Stemming from the transmission mains, local distribution mains extend throughout East Hillyard.

The Yard Plan Area – The City provides potable water to The Yard through a network of pipes varying in size from 4" to 12". A 24" DI transmission main runs from the North Hill reservoir west along Wellesley Ave and transitions to 30" DI at Freya St. The transmission main and a parallel 10" CI line serve as the backbone of the water distribution system within the Yard. Primary distribution mains branch off the parallel water main and they run north-south along Freya St, Rebecca St, Julia St, and Myrtle St. Existing water distribution system provides a reasonable level of service to the Yard and the existing transmission mains provide high pressures and flows to most of the area. Currently, there are no water lines along Florida Street (between Queen Ave and Wellesley Ave, and between Drake Avenue and Rowan Ave), Havana Street (between Queen Ave and Joseph Ave), and Queen Avenue (between Myrtle St and Florida Street).

E. Wellesley Business District – A 10" CI water line serves Wellesley Ave between Freya St and Havana St. Freya St is served by a 12" DI water line between Princeton Ave and Wellesley Ave. Currently, there is no water distribution infrastructure present on the side streets of Rebecca St, Myrtle St, and Florida St (between Princeton Ave and Wellesley Ave), but the majority of lots along these rights-of-way also have frontage with east-west rights-of-way that do contain adequate distribution.

Esmeralda Plan Area – Freya St is served by a 12" DI water line between Garnet Ln and Princeton Ave. Longfellow Ave is served by a 6" DI water line and Rich Ave is served by a 6" CI water line. Both water lines primarily serve residential development. The Hill Estates subdivision located west of the

Esmeralda Golf Course is served by looped 6" DI water lines. Currently, there is no water distribution infrastructure present on the side streets of Rebecca St, Myrtle St, and Florida St (between Rich Ave and Princeton Ave), but the majority of lots along these rights-of-way also have frontage with east-west rights-of-way that do contain adequate distribution.

Beacon Hill Plan Area – There is an 8" DI water line on Longfellow Ave which serves a single-family home and a fire hydrant. Beacon Hill is undeveloped and does not have any water infrastructure. However, a large portion of the western slope is being developed as a residential subdivision, the developer successfully tested a new water booster station in 2023 and subsequently received a permit from the City to install a 57,000-gallon water storage tank. Water utility lines are being installed as part of the initial roadway infrastructure.

Planned Water Projects (CIP)

The 2024-2029 Citywide Capital Improvement Program (CIP) identifies several water improvement projects in and around the Focus Area; these are listed and summarized in Table 2 and arranged by Plan Areas. As the community plans for revitalization, it will be important to recognize these utility-related investments and plan for land uses (and urban intensities) that capitalize on the expanded utility services they will soon provide. Figure 5 depicts the planned water line improvements pursuant to the City's CIP. Projects that have been completed or are nearly complete, as indicated by City Staff, have been omitted from Table 2.

Table 2 Planned Water Projects in the Focus Area – 2024-2029 CIP

Project	Description
Focus Area	
WAT-2016-94	The Well Evaluation Study determined that the new vertical well field on the Electric Well Station property will meet the objectives of improving the reliable capacity and augmenting yields. This project funds the investigation needed to construct a new well station. Design was anticipated to begin in 2021. Project meets comprehensive plan goals CFU 1.2 Operational Efficiency and CFU 1.3 Maintenance.
E. Wellesley Business District	
WAT-2015-118 – NSC Wellesley Ave Transmission Main	Existing riveted steel water main constructed in the 1900s to be replaced with 30" ductile iron main along Wellesley Ave from Market St to Freya St. Replacement required as part of the North Spokane Corridor (NSC) project. Project design has been completed and construction was scheduled to begin late 2019. Work will be coordinated with project IPM-2017-111. Project meets comprehensive plan goals CFU 1.2 Operational Efficiency and CFU 3.2 Coordination of Utility Installations.
WAT-2018-43 – Wellesley Ave Freya St to Havana St Main Replacement	Replacement of existing cast iron mains with 12" DI along Wellesley Ave between Freya St to Havana St Design and construction of this project is coordinated with project 2018091. Work will be completed along with reconstruction of Wellesley Ave, IPM-2018-98. Project meets comprehensive plan goals CFU 1.2 Operational Efficiency and CFU 1.3 Maintenance.

Table 2 Planned Water Projects in the Focus Area – 2024-2029 CIP	
Project	**Description**
The Yard	
WAT-2017-26 – Freya St Transmission Main Garland Ave to Francis Ave	Construction of 30" ductile iron transmission main along Freya St between Wellesley Ave and Francis Ave. Existing 30" steel line to be replaced with 30" ductile iron main along Freya St between Garland Ave and Wellesley Ave. Project design to begin in 2024 and construction is anticipated to begin in 2025. Work will be completed along with reconstruction of Freya St, IPM-2017-101. The project meets comprehensive plan goals CFU 1.2 Operational Efficiency, CFU 1.3 Maintenance and CFU 3.2 Coordination of Utility Installations.

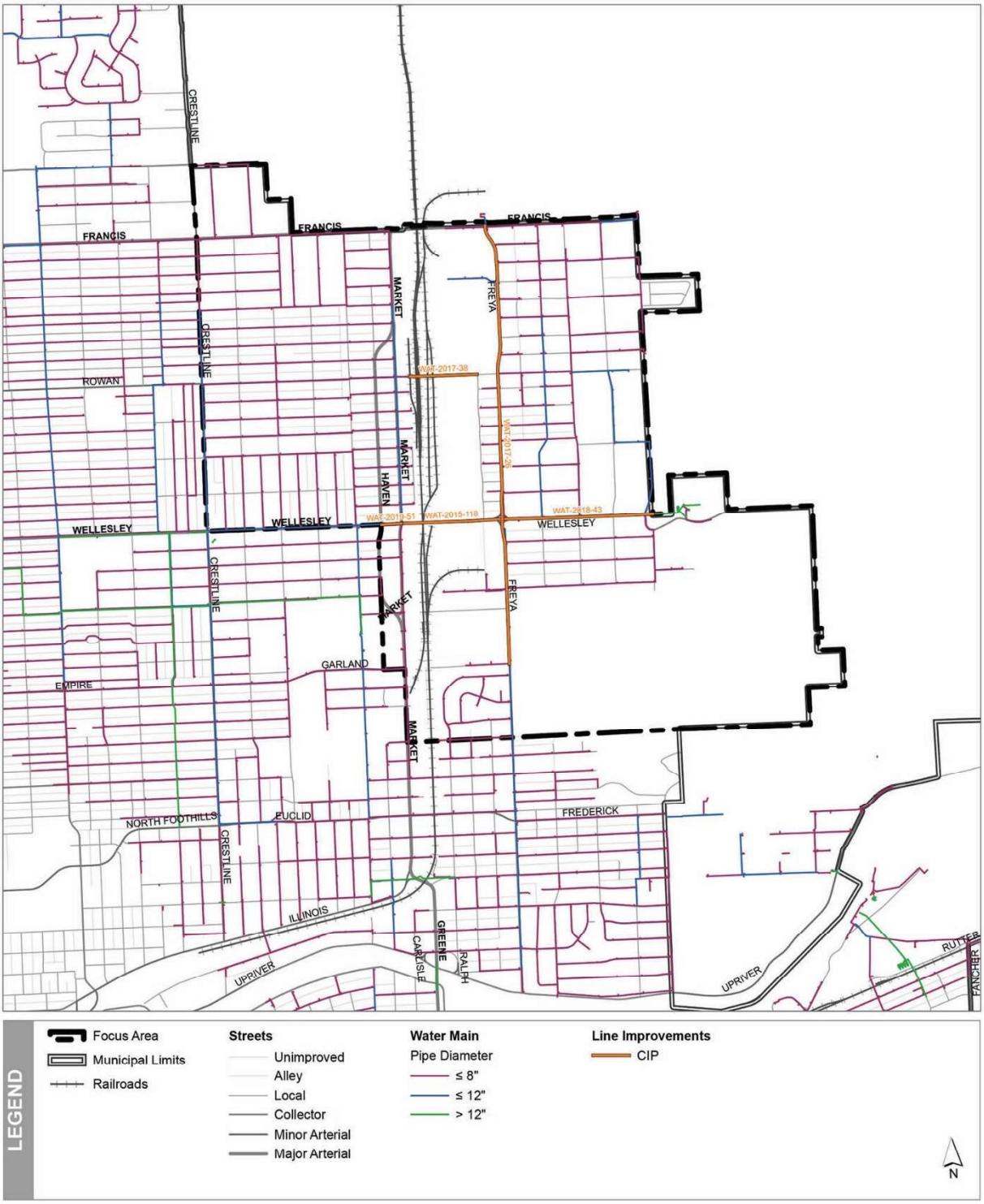


Figure 5 - Planned Water Line Improvements – (Capital Improvement Program 2024-2029)

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Jsgyw$Evie$fyxevirsx$vtigmjmgep}$sgexih${mdmr$li$kiskvetlmg$fsyrhevmiwerhlexevirsx$hmvtqe}ih$livi2$

Sanitary Sewer Service

The City of Spokane is responsible for the operation and maintenance of the wastewater collection system in the Focus Area. The City collects, conveys and treats wastewater from residential, commercial, and industrial sources, then discharges the treated effluent to the Spokane River, with emphasis placed on protecting the underlying aquifer and sole water source.

The following describes the current sanitary sewer infrastructure, including planned sanitary sewer improvement projects (pursuant to other City-policy documents) – this information is presented for the two main geographic areas within the Focus Area (West Hillyard and East Hillyard).

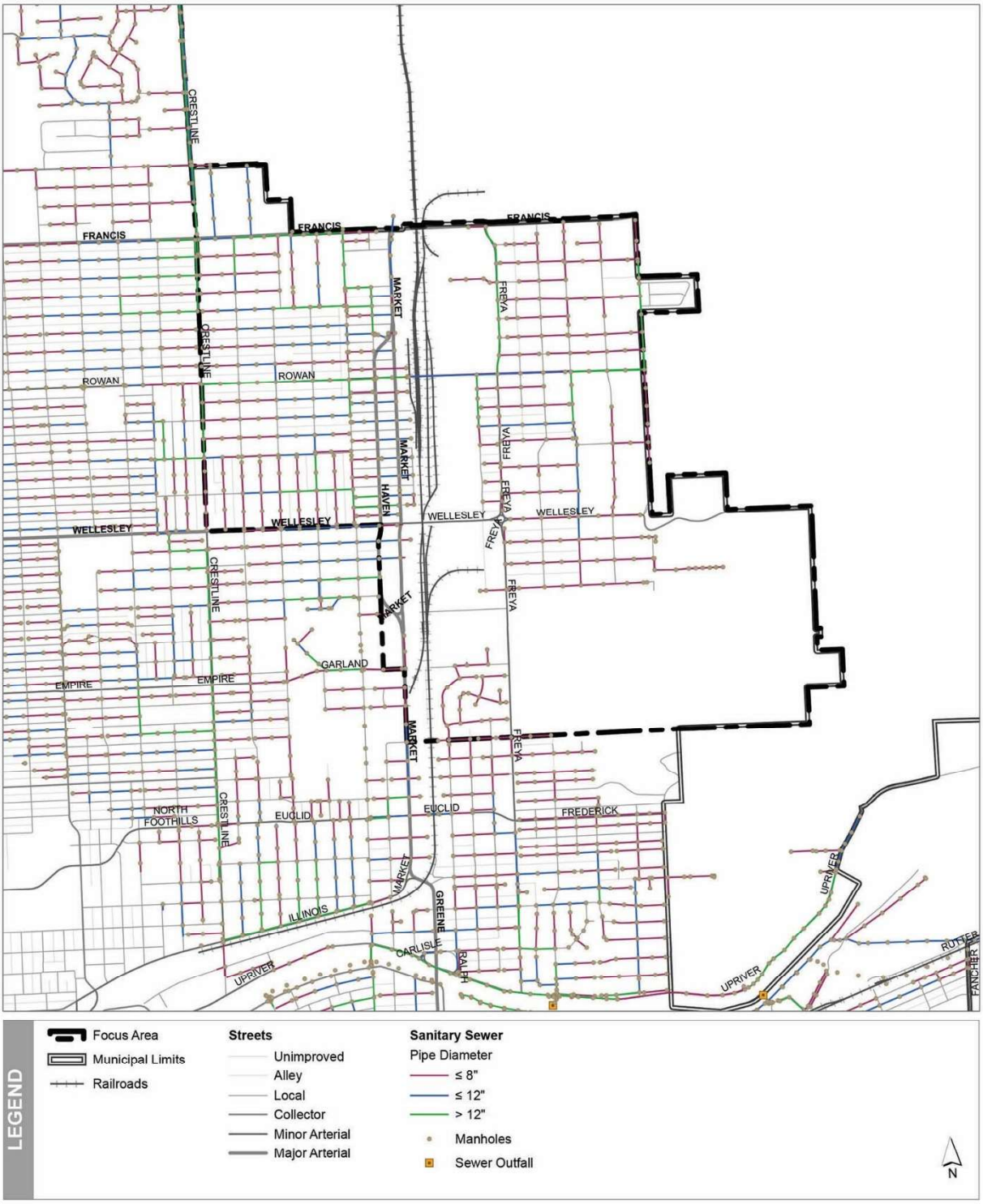


Figure 6– Existing Conditions – Current Sanitary Sewers Lines

West Hillyard

West Hillyard is served by distribution mains ranging from 8" to 15" that pass through both the residential neighborhoods and Business District. The primary transmission main is a 24” to 36” interceptor in Regal St. This interceptor conveys wastewater from West Hillyard to the North Interceptor, which runs parallel to the Spokane River and ultimately to the Riverside Park Water Reclamation Facility. The West Hillyard sanitary sewer system is generally in good condition and has adequate capacity to handle current and projected flows.

East Hillyard

The eastern portions of the Focus Area are also served and connected to the City’s centralized sanitary sewer network. The sanitary sewers convey wastewater to the Northeast Terrace Lift Station, where it is pumped across the NCS where it resumes gravity flow in the Regal St interceptor in West Hillyard. There is a possibility that isolated stormwater downspouts may be connected to the sanitary sewer system.

The Yard Plan Area – The City’s sanitary sewer pipes serving this area range from 8” to 18”. Most of the pipes drain to the Northeast Terrace Lift Station at Dalke Ave and Havana St. From there, a 14” force main pumps the wastewater to West Hillyard. The existing sewer pipes can handle current and future wastewater flows in the area. In past studies, the City used zoning information to calculate the pipe capacity and found that the 15” and 18” pipes are sufficient for future development. An 8-in force main is currently being installed parallel to the existing 14-in force main to increase the pumping frequency and manage HS2.

E. Wellesley Business District – Multiple 8” pipes connect to 10” and 12” lines in Myrtle. The wastewater from the district discharges north to the Northeast Terrace Lift Station.

Esmeralda Plan Area – The sewer pipes north of the golf course are routed to the Northeast Terrace Lift Station. Smaller 8” pipes connect to the 10” line in the E. Wellesley Business District. The Hill Estates subdivision west of the golf course features 8” pipes that drain south.

Beacon Hill Plan Area – The Beacon Hill Plan Area is mostly undeveloped and has no sewer pipes to accommodate future development. However, a developer entity is currently developing the land for a new residential project and is presently constructing streets and utility lines.

Planned Sanitary Sewer Service Projects

City Staff has indicated that sanitary sewer capital projects outlined in the 2024-2029 Citywide Capital Improvement Program (CIP) have all been completed.

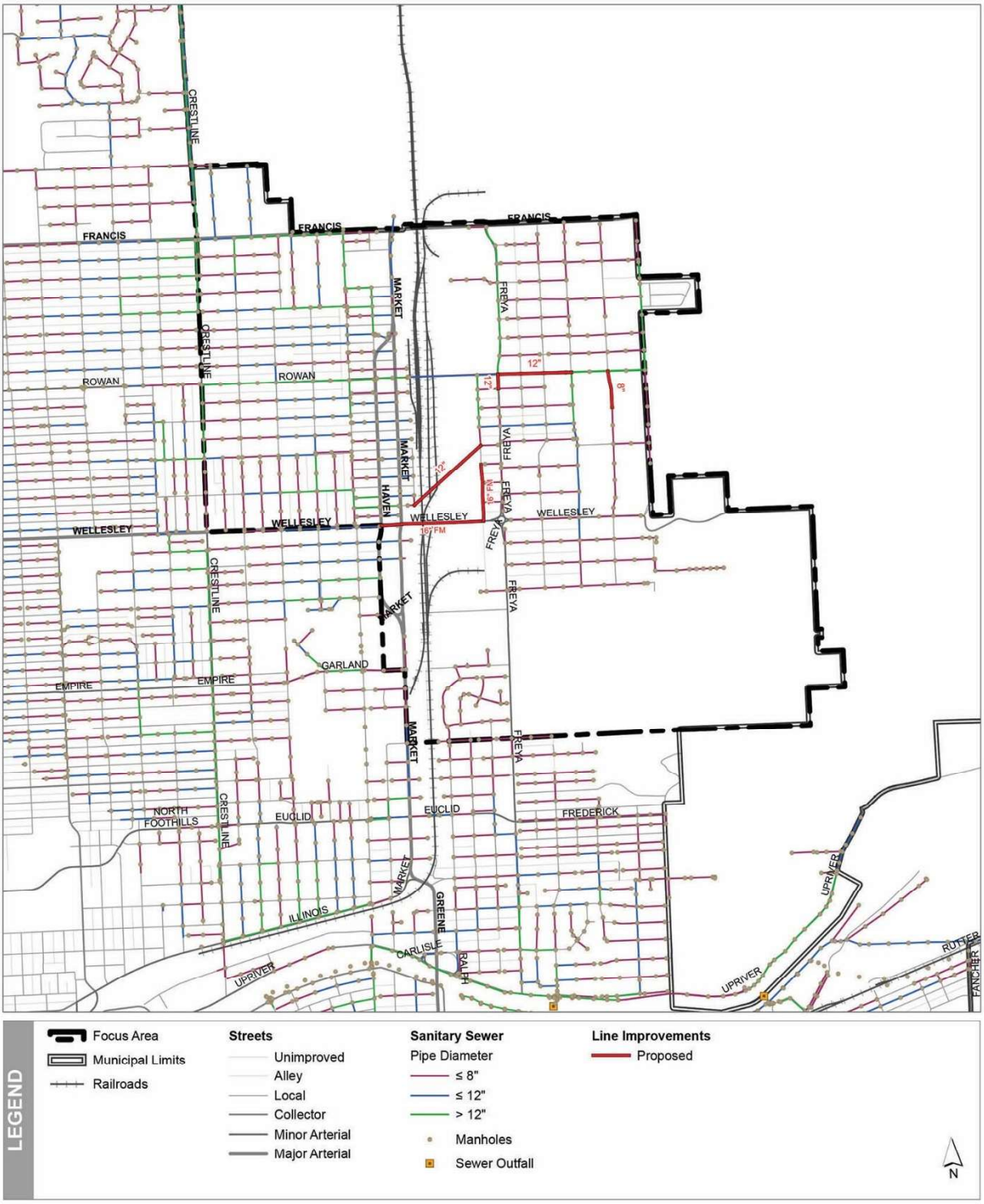


Figure 7 - Proposed Sanitary Sewer Lines Improvements – (The Yard Redevelopment Master Plan)

Drainage and Stormwater Management Facilities

Emphasis on YRMP section The City of Spokane collects and conveys stormwater runoff from the Focus area by way of inlets, pipes, biofiltration basins, underground injection controls (UICs) and outfalls. The current drainage infrastructure is provided to guard against flooding and protect water quality and natural stormwater systems. The Focus Area is located over the Spokane Valley-Rathdrum Prairie Aquifer, which is the region's sole source of drinking water. Therefore, stormwater management is critical in protecting water supply from contamination. The soils in the Focus Area vary in their infiltration capacity, depending on the depth and type of the aquifer sediments, but are generally well-suited for discharge by infiltration.

The following describes the current drainage-related conditions, including planned drainage improvement projects (pursuant to other City-policy documents) – this information is presented for the two main geographic areas within the Focus Area (West Hillyard and East Hillyard). Figure 8 depicts the existing drainage facilities in and around the Focus Area (this figure only includes public infrastructure and not private stormwater management facilities on individual properties).

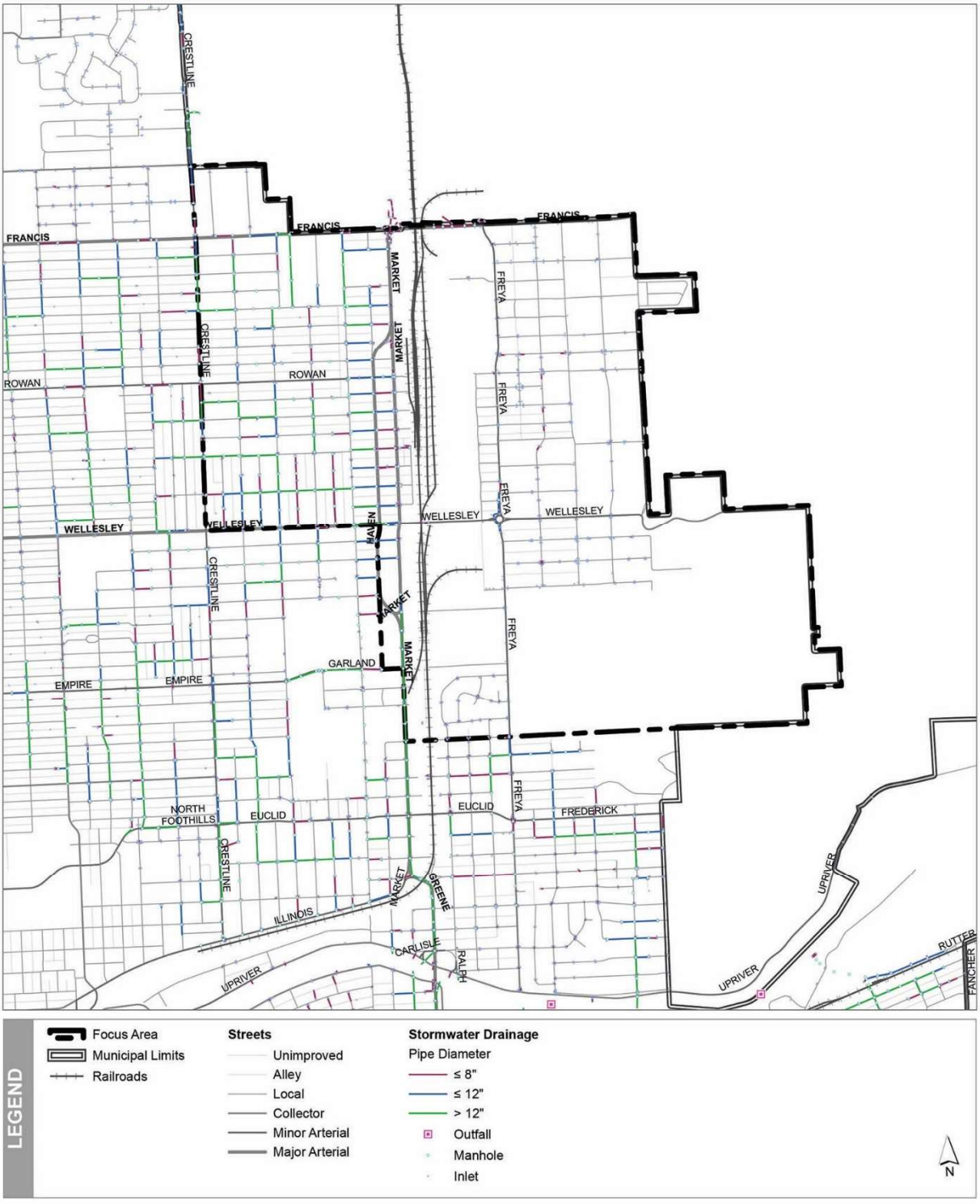


Figure 8 – Existing Conditions – Storm Drainage System

West Hillyard

West Hillyard is located within the Cochran Basin watershed and is served by storm sewers that outfall to the Spokane River via a large diameter (42"-54") interceptor. Some areas in West Hillyard also have biofiltration treatment facilities, which discharge stormwater into the ground after treating the water by trapping sediments, oil, grease, and other pollutants.

Hillyard Residential Plan Area – Runoff from this neighborhood is conveyed to inlets in adjacent streets, where it enters the storm sewers and flows south toward the Spokane River where it ultimately discharges. There are no existing regional stormwater systems in this area. Large diameter storm lines located on Wabash Ave, Sanson Ave, Nebraska Ave, and Central Ave convey runoff from the residential area to the storm main in the Hillyard Business District.

Hillyard Business District –This District drains to a storm main on Regal St, which begins as a 12" line near Francis Ave, becomes 48" near Wellesley Ave and continues to grow south of the Focus Area. The eastern part of the business district is drained by storm lines varying in size from 10" to 15". A large stormwater pond along Market St north of Columbia Ave serves as a detention and treatment facility for the runoff from the NSC.

East Hillyard

East Hillyard is served primarily by UICs. Some areas in the Focus Area also have swale biofiltration treatment facilities, which discharge stormwater into the ground after treating the water by trapping sediments, oil, grease, and other pollutants in a vegetated soil media.

East Hillyard has a long history of industrial and railroad activities. As a result, there are numerous cleanup sites registered with the State of Washington's Department of Ecology (DOE). The active sites are named the BNSF Railway Black Tank Property, Burlington Northern Yard, SemMaterials LP Spokane, BNSF RR Bunker C Spill Area, Aluminum Recycling Corp, and Sicilia Trucking. Pollutants of concern for the active cleanup sites include Halogenated and Non-halogenated Organics, Petroleum, Naphthalene, Polycyclic Aromatic Hydrocarbons (PAHs), Chloride, Fluoride, Nitrates, Nitrites, and Lead. All of these sites impact the soil and are therefore of concern to the groundwater. Several other cleanups are documented with DOE as "Cleanup complete", including a lead soil site at the historic BNSF rail yard.

The Yard Plan Area – The existing development generally drains runoff to inlets in adjacent streets, where it enters the storm sewers and flows to numerous nearby single UICs. There are no existing regional stormwater systems for treating stormwater.

E. Wellesley Business District – Most stormwater in this district is treated by UIC with the exception of a biofiltration basin adjacent to the new roundabout of Freya St and Wellesley Ave.

Esmeralda Plan Area – Stormwater in this district is solely treated by UIC.

Beacon Hill Plan Area – The Beacon Hill Plan Area currently contains no public stormwater infrastructure.

Planned Drainage/Stormwater Management Projects (CIP)

The 2024-2029 Citywide Capital Improvement Program (CIP) identified several drainage improvement projects in and around the Focus Area. As the community plans for new employment, housing, and commercial services, it will be important to recognize these drainage-

related investments. All projects have been completed except PIM-2017-101 – Construction of drainage and streetside bio-filtration facilities along Freya St from Garland Ave to Francis Ave. Design for first phase is in progress.

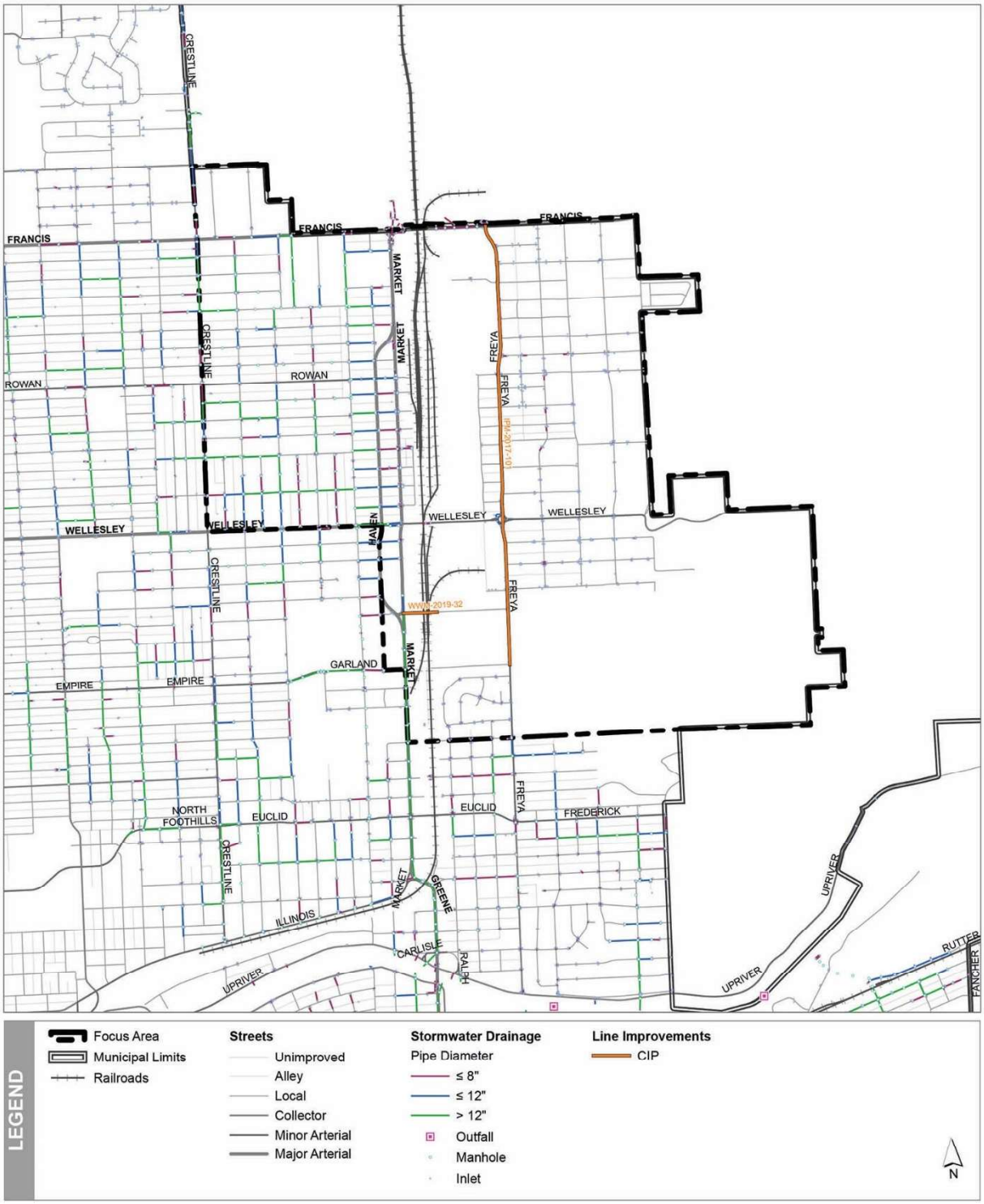


Figure 9– Planned Storm Drainage System – (Capital Improvement Program 2024-2029)

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Broadband

In 2023, Petrichor Broadband produced the *City of Spokane Broadband Assessment* report for the City of Spokane to provide a planning-level analysis of the community's broadband accessibility and strategies to improve service. The *City of Spokane Broadband Assessment* was a crucial component to address (and improve) broadband service in the three Public Development Authorities (PDAs) in the City: *Northeast (NEPDA), University District,* and *West Plains/Airport Area* PDAs (see Figure 10). These service areas were ideal focal points for the study as they contain some of the highest concentrations of disadvantaged households in the City.

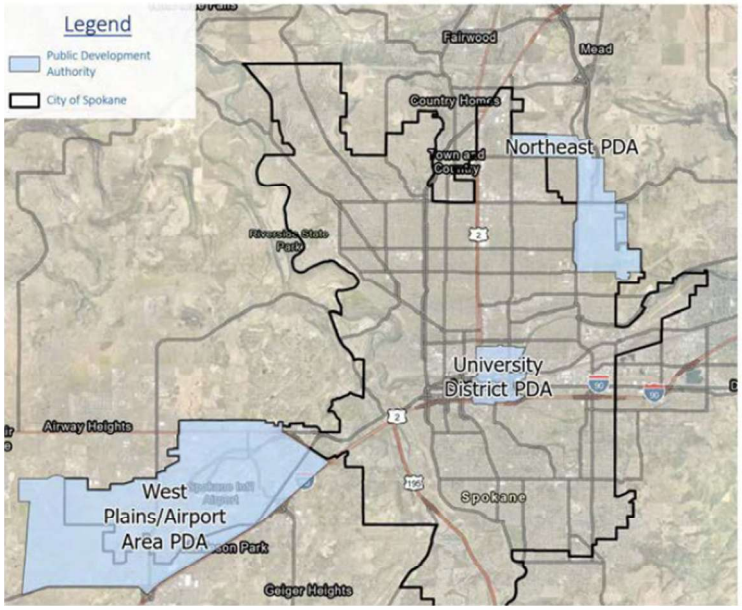


Figure 10 – Public Development Authorities in Spokane – (City of Spokane Broadband Assessment 2023)

The City has developed Target Investment Areas, see Figure 11, based on four criteria:

- Community opportunity and support.
- What the City has accomplished or hopes to accomplish in areas of infrastructure and capital investments.
- Available incentives.
- Level of continued resources and staff support needed.

This approach allows the City to tailor incentives to each type of zone. Available incentives include Multi-Family Tax Exemption, Historic Preservation and New Market Tax Credits.

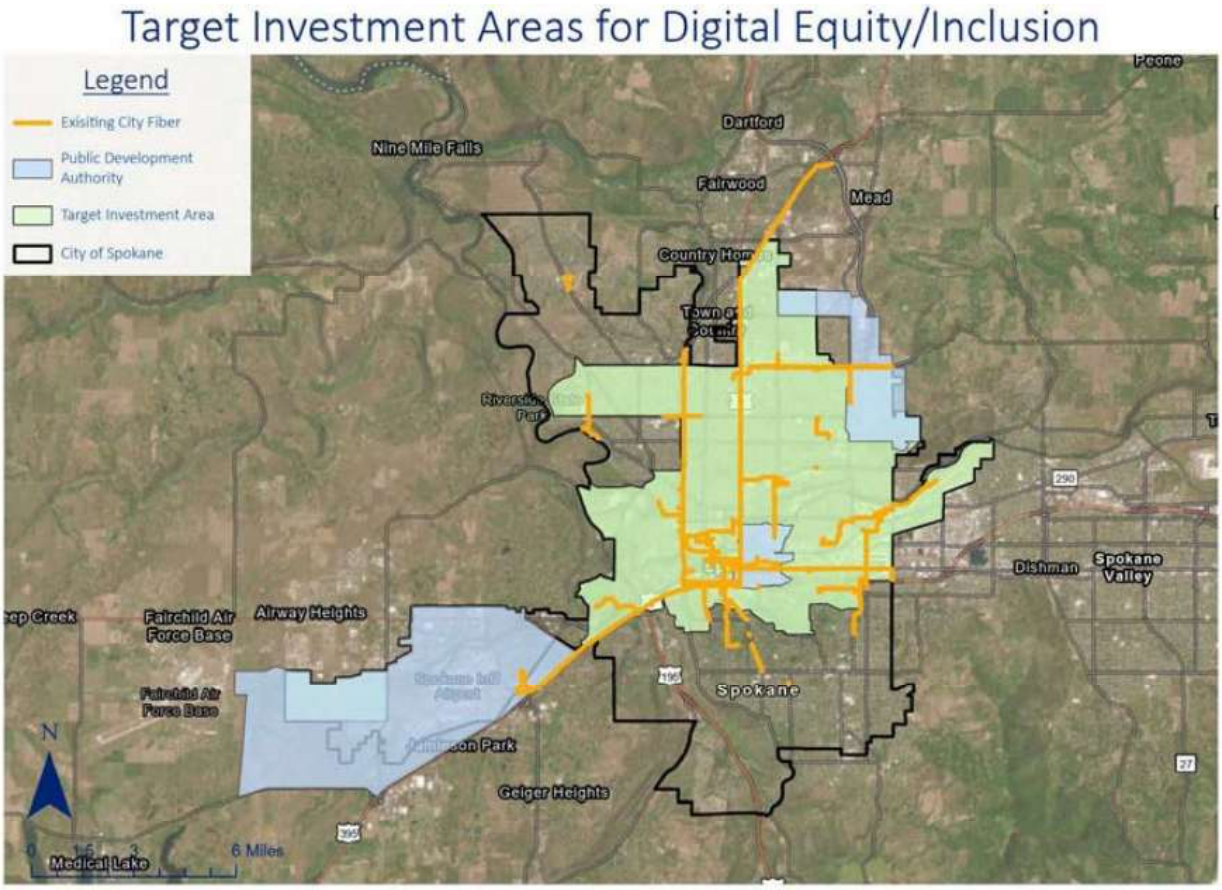


Figure 11 -Target Investment Areas for Digital Equity/Inclusion

Robert Gallardo, PhD a professor at Purdue University, developed the Digital Divide Index (DDI) in 2020 to gauge the digital inclusion for all socioeconomic groups within a geographic area. Data for the City's DDI, see Figure 12, was obtained from the American Community Survey and Ookla speed test crowd sourced data. People who took the Ookla speed tests in the City all reported data speeds under 100/20 Mbps. Lower upload speeds could be the result of old routers and poor performing computers. Oversubscribed and poor performing networks contribute to some of the service discrepancy. People living below the poverty line, people with disabilities and people lacking computer access further increase the digital divide in the region. DDI can be used by community members and broadband providers to analyze and improve broadband adoption and digital equity as communities work to remove the digital divide. The DDI for the Focus Area was in the low category when the Petrichor report was written, but has since been elevated to the moderate range (score of 16.09/100).

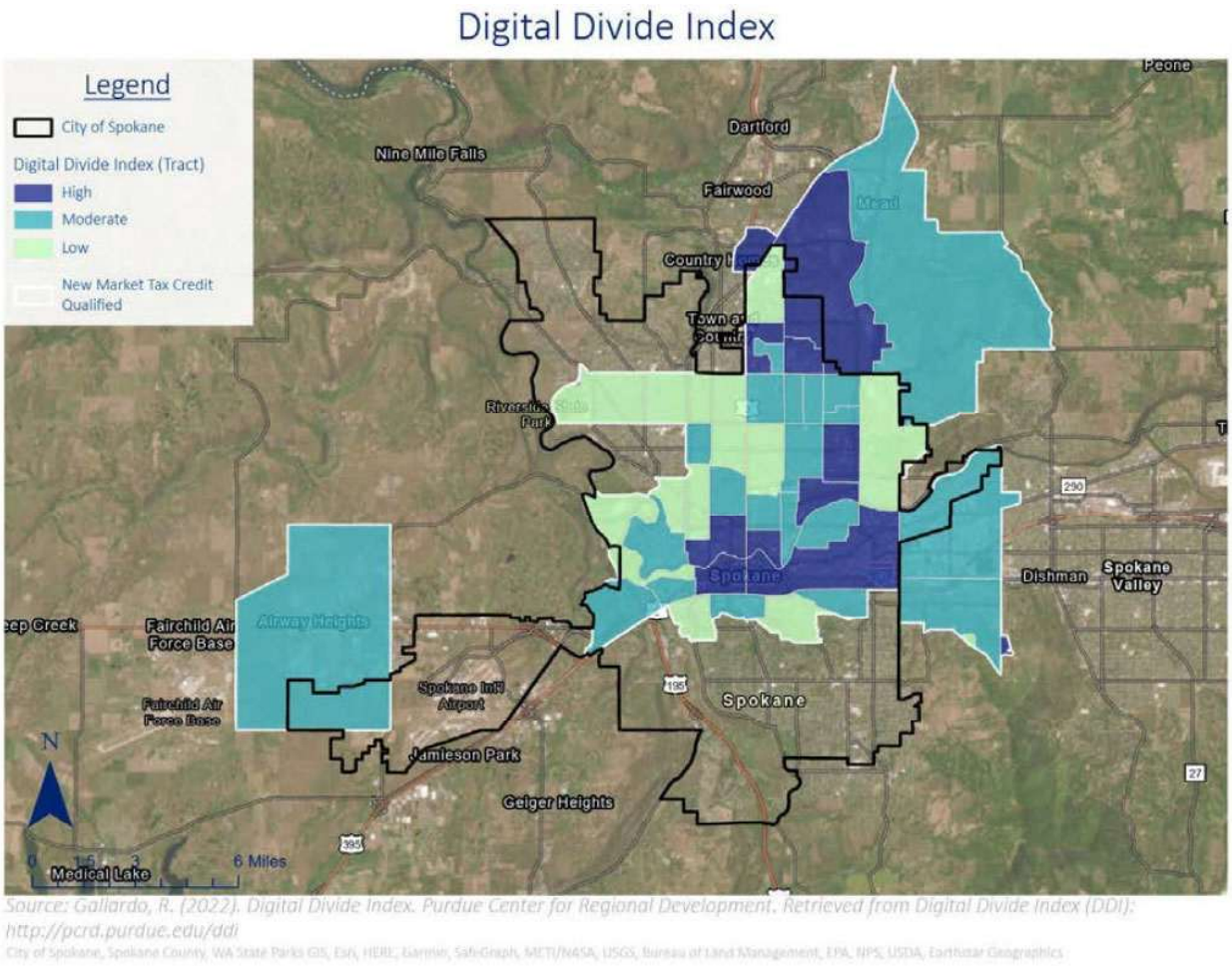


Figure 12 -Digital Divide Index

Figure 13 shows existing private sector and city fiber routes within the Northeast PDA district. NEPDA has good fiber infrastructure from which to build.

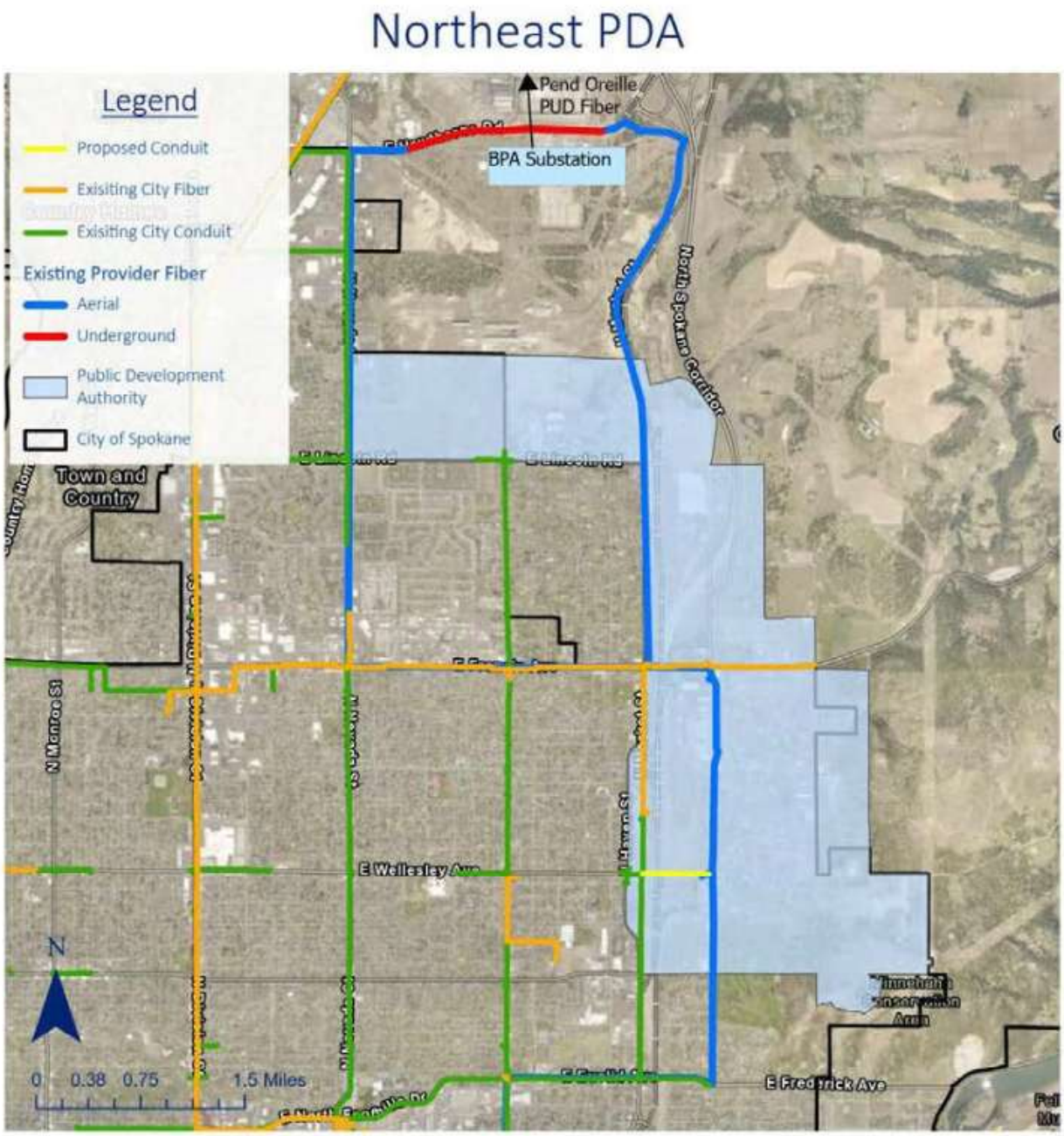
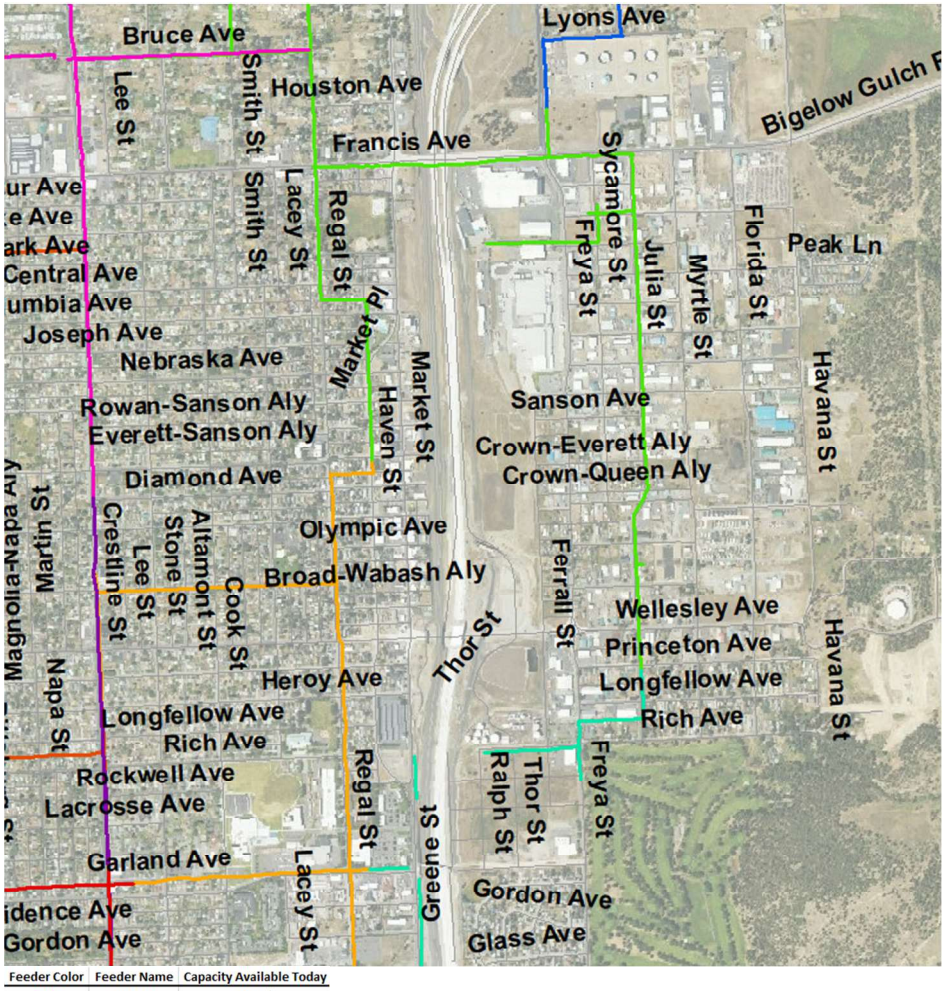


Figure 13 – Existing Fiber Condition

Electrical Power

Electrical power in the Focus Area is provided by Avista Utilities, a regional energy service provider. Avista's power generation comes from a blend of mostly renewable energy sources as outlined in Table 9.3.2 and serves portions of Eastern Washington and Northern Idaho. Power to the Focus Area is provided by transmission lines to the Northeast Substation then by above- and below-ground feeder and distribution lines to serve residential and industrial customers within the Focus Area. See Figure 14 for a map of power feeders and their capacities in the Focus Area.

Table 9.3.2 Avista Electrical Power Sources		
Source	**Renewable?**	**Percentage**
Hydro	Yes	48%
Wind	Yes	9%
Biomass	Yes	2%
Natural Gas	No	33%
Coal	No	8%



Feeder Color	Feeder Name	Capacity Available Today
Pink	NE12F1	1MW*
Blue	NE12F3	500kVA
Lime	NE12F4	500kVA*
Mint	BEA12F2	none
Light Orange	BEA12F5	none
Purple	ROS12F1	1MW
Red	ROS12F6	500kVA
Dark Orange	L&S12F2	500kVA
		*feeder topography changing 7/24 and will have different capacity

Figure 14 – Existing Electrical Feeders – (provided by Avista)

A summary of electrical projects planned by Avista for the Focus Area can be found in Table 3.

Table 3 Planned Electrical Power Projects	
Project	**Description**
Crestline Feeder Line	There are plans to update the feeder line on Crestline Drive with service coming from the west via Bruce/Lions.
Upgrade to Northeast Substation	There are plans to increase the power capacity at the Northeast Substation from 15,000 kVA to 20,000 kVA.
Future Florida/Dalke Substation	Long-range plans to construct a new substation at the intersection of Florida St and Dalke Ave. Transmission lines would follow the foot of Beacon Hill.

Natural Gas

Natural Gas in the Focus Area is provided by Avista Utilities, a regional energy service provider. Avista has provided existing level of service for the independent Plan Areas. Mostly, these are "Good" or "Excellent", but the E. Wellesley Business District and the Beacon Hill District are listed at a "Fair" level of service.

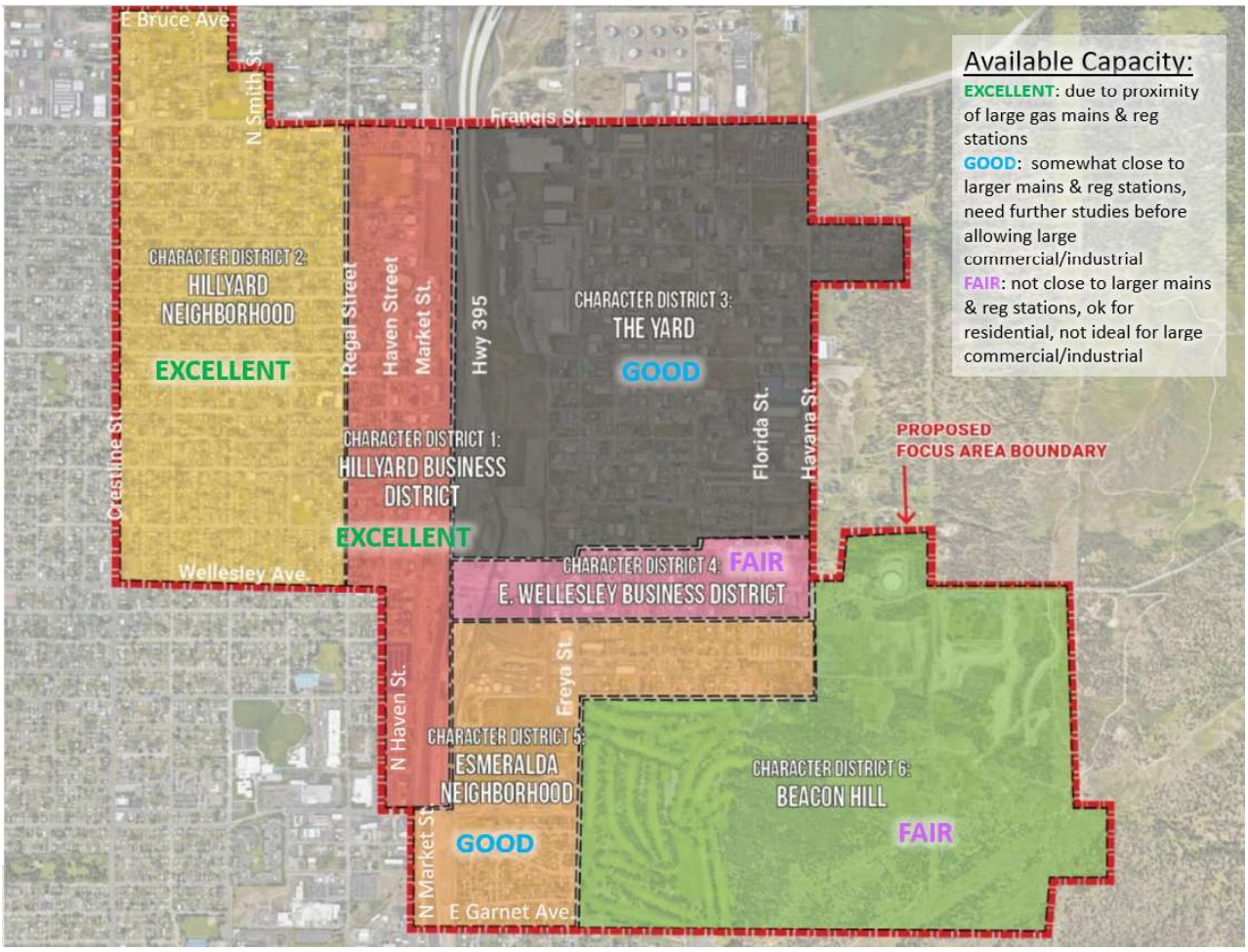


Figure 15 – Existing Gas Level of Service – (provided by Avista)

Current and Projected Utility Demand and Deficiencies

Potable Water Service

The City's Comprehensive Plan sets a Level of Service goal for the water system operating pressure to be 45 psi, but acknowledges that this is not achieved throughout the entire network on all days, and therefore also establishes a minimum requirement of 30 psi.

The Capital Facilities Plan (contained within the Comprehensive Plan) states that the highest recorded maximum day demand (MDD) for the City's water system is 188 MGD, which is 67% of the system's pumping capacity and therefore supply is adequate.

The City's Water System Plan notes some deficiencies in the North Hill Pressure Zone, which contains the Focus Area. These deficiencies include end of useful life of mains and insufficient standby storage volume.

The known water service deficiencies in the Focus Area are listed and summarized in Table 4.

West Hillyard

Water infrastructure is in place in most rights-of-way, lessening the financial burden to extend water line great distances to serve a specific (re)development project. The old age of some of the conveyance pipes could pose risks to the water system's performance and public safety. Pipes of substandard pipe (6 inch) could fail to meet level of service standards for specific (re)development projects, depending on that developments water demand.

East Hillyard

As documented in the Yard Redevelopment Master Plan (2017), portions of the existing potable water service system do not meet current City standards and is unable to fully serve future industrial use based on user demand.

The Water System Plan notes that the Freya St Transmission Main needs replacement because of old age, and that additional transmission is needed to support growth in the Yard.

Table 4 Known Water Deficiencies

Topic	Location	Description
Stagnation issues and gaps	The Yard Plan Area	Poor water circulation due to dead end mains and isolated gaps along several streets including Bismark Ave, Joseph Ave, Central Ave and Sanson Ave.
Low fire flow due to substandard pipe sizes	The Yard Plan Area	Undersized 6" water mains located on Dalke Ave, Columbia Ave, Everett Ave, Princeton Ave, Rich Ave, Myrtle St, Florida St and Havana St

Infrastructure Age	Various locations	With the significant age of some water mains comes the risk of substandard material and/or deterioration, which could negatively impact public safety (water quality), performance (leaks, bursting), and serviceability
Inadequate Transmission	East Hillyard	No transmission main exists through the Yard Area. Existing Freya St Transmission south of Wellesley Ave is approaching the end of its useful life.
Insufficient Standby Storage Volume	North Hill Pressure Zone	Water System Plan notes additional reservoir is needed for this pressure zone to achieve the minimum required standby storage volume.

Sanitary Sewer Service

The City's Comprehensive Plan sets a Level of Service goal for the wastewater system to convey 100 gallons per day per capita (gpdpc).

West Hillyard

Based on a review of utility maps and readily available utility information, many of the sanitary service lines date back to World War II or earlier.

East Hillyard

Past infrastructure studies identified several sanitary sewer deficiencies. City staff has noted the possibility that some sites may have connected stormwater downspouts to sewer conveyance, which could pose environmental risks. The lift station is currently oversized and is anticipated to have sufficient capacity for future growth.

Some of the main sanitary sewer service issues are summarized below:

- **Unserved areas**. A 40-acre area near the northwest corner of the Esmeralda Golf Course, north of Garland Ave and south of Wellesley Ave is currently unserved by the City's sanitary sewer system. There may be viable points of connection to serve this area on Rich Ave, Garland Ave, and under the BNSF ROW. There is also no sanitary infrastructure to the west of Freya St between Garland Ave and Rich Ave in the Esmeralda Plan Area. The Beacon Hill Plan Area is highly undeveloped and does not have any sanitary infrastructure to support future development.
- **Pipe Age and Condition**. Some of the existing sanitary sewer pipes and manholes in the Focus Area are old, in poor condition, or conflict with other projects. For example, an existing 8" sanitary sewer pipe along Broad Ave between Ferrall St and Freya St in the E. Wellesley Business District conflicts with a proposed WSDOT roundabout at Freya St and Wellesley Ave. An existing 8" sanitary sewer main along Rowan Ave between Freya St and Myrtle St in the Yard Plan Area is undersized.

These deficiencies and impacts pose significant challenges and risks for the sanitary sewer system in the Focus Area. The City is working to address these issues and improve the wastewater collection and treatment in the area through various projects and programs, such as the Integrated Clean Water Plan, the Sanitary Sewer Management Program, and the Regional Sanitary Sewer Manual.

Information for existing sanitary infrastructure deficiencies was obtained from Hillyard Infrastructure Assessment and Needs Analysis.

Table 5 Known Sanitary Sewer Deficiencies

Topic	Location	Description
System condition and capacity	West Hillyard	Generally good, but some segments are aging and may be in poor condition.
Unserved areas	Esmeralda Plan Area and Beacon Hill Plan Area	Some areas have no sanitary sewer service or infrastructure (though a private development project is under construction in Beacon Hill which will include public utilities).
Sewer Age, Condition and Conflicts	E. Wellesley Business District and Yard Plan Area	Some pipes and manholes are old, in poor condition, and/or conflict with other planned development.

Drainage and Stormwater Management Facilities

The City of Spokane requires new projects to address stormwater management in accordance with the Spokane Regional Stormwater Manual. Development is also beholden to the Comp Plan's level of service requirements to prevent flooding of property during a 25-yr rainfall event and prevent damage to buildings during a 100-yr rainfall event. Stormwater management must address both detention and water quality standards, meaning that runoff must be treated before it is released to storm inlets and discharged or infiltrated on-site. The soils in the Focus Area vary in their infiltration capacity, depending on the depth and type of the underlying soils, but are generally suitable for disposal by infiltration. Historically, land use patterns forced runoff to streets, where it could mix with pollutants and enter the storm drainage system. Newer projects typically address stormwater on-site, taking up significant portions of developable land area for storm management facilities.

West Hillyard

The stormwater system in Hillyard faces several challenges and deficiencies that affect its performance and efficiency. Some of the main issues are:

Aging and undersized infrastructure. The storm sewers and storm mains in Hillyard are old and may not be able to handle the increased runoff from future growth and redevelopment. The storm main on Regal St, for example, is only 12" in diameter near Francis Ave and may not have enough capacity to convey the runoff from the upstream areas[2]. The storm lines in the eastern part of the Hillyard Business District also vary in size from 10" to 15", which may cause hydraulic inefficiencies and backups.

Stormwater pollution and contamination. As stormwater runoff flows over ground surfaces like roadways and parking lots, it can become contaminated, which is a concern because it can transport pollutants to the Spokane Valley-Rathdrum Prairie Aquifer, the sole source of drinking water for the region, or to the Spokane River, a vital habitat for fish and wildlife. Some of the common pollutants in stormwater runoff include sediments, oil, grease, heavy metals, bacteria, nutrients, pesticides, and trash.

Untreated stormwater discharges. The stormwater system in Hillyard consists of both separate and combined storm sewers. The separate storm sewers discharge stormwater to infiltration facilities, the Spokane River, and Latah Creek at over 100 locations, including many bridges. About 1 billion gallons of untreated stormwater enters the river annually. Combined storm sewers carry stormwater mixed with wastewater to the City's wastewater treatment plant when it rains. However, during moderate to heavy rainfall and snowmelt events, a combination of stormwater and untreated sewage can overflow to the Spokane River due to limited capacity at the treatment plant. These untreated combined sewer overflow discharges can impair the water quality and ecological health of the river.

There are a few known drainage-related service deficiencies that presently exist in the western geographies of the Focus Area based on a review of readily available GIS maps. The known drainage deficiencies in West Hillyard are listed and summarized in Table 6.

Table 6 Known Drainage Deficiencies in West Hillyard

Topic	*Location*	*Description*
Lack of regional stormwater systems	Western portion of the Hillyard Residential Plan Area	No adequate detention and treatment for runoff, increasing flood and pollution risk
Aging and undersized infrastructure	Hillyard storm sewers and storm mains	Old and small pipes that may not handle increased runoff from future growth and redevelopment
Stormwater pollution and contamination	Ground surfaces like roadways and parking lots	Runoff picks up contaminants and carries them to the river or the aquifer, affecting water quality and ecological health
Untreated stormwater discharges	Separate and combined storm sewers	Separate storm sewers discharge untreated stormwater to various locations, while combined storm sewers overflow to the river during heavy rain or snowmelt events

These deficiencies and impacts pose significant challenges and risks for the stormwater system in Hillyard. The City of Spokane is working to address these issues and improve the stormwater management in the area through various projects and programs, such as the Integrated Clean Water Plan, the Stormwater Management Program, and the Regional Stormwater Manual.

East Hillyard

The Focus Area has several drainage deficiencies that affect its stormwater management performance and efficiency. Some of the main issues are:

- **Lack of regional stormwater systems**. The western portion of the Focus Area does not have any regional stormwater systems that can provide adequate detention and treatment for the runoff from the area. This limits the stormwater management capacity and increases the risk of flooding and pollution. However, there are some vacant lots in the area that can pose opportunities for creating regional stormwater systems, such as shared UIC devices or swales, that can serve multiple parcels and reduce the on-site drainage burden for individual projects.
- **Aging and undersized infrastructure**. The storm sewers and storm mains in the Focus Area are old and may not be able to handle the increased runoff from future growth and redevelopment. For example, the storm main on Regal St, which serves the E. Wellesley Business District and the Esmeralda Plan Area, is only 12" in diameter near Francis Ave and may not have enough capacity to convey the runoff from the upstream areas. The storm lines in the eastern part of the Hillyard Business District also vary in size from 10" to 15", which may cause hydraulic inefficiencies and backups.
- **Stormwater pollution and contamination**. As stormwater runoff flows over ground surfaces like roadways and parking lots, it picks up contaminants and can carry the pollutants with it as it makes its way to either the river or the aquifer. Stormwater is a concern because it can transport pollutants to the Spokane Valley-Rathdrum Prairie Aquifer, the sole source of drinking water for the region, or to the Spokane River, a vital habitat for fish and wildlife. Some of the common pollutants in stormwater runoff include sediments, oil, grease, metals, bacteria, nutrients, pesticides, and trash. The Yard has a long history of industrial use, several known contaminated sites, and the possibility for several unknown and untreated contaminated sites.

These deficiencies and impacts pose significant challenges and risks for the stormwater system in the Focus Area. The City of Spokane is working to address these issues and improve the stormwater management in the area through various projects and programs, such as the Integrated Clean Water Plan, the Stormwater Management Program, and the Regional Stormwater Manual.

Table 7 Known Drainage Deficiencies in East Hillyard

Topic	*Location*	*Description*
Lack of regional stormwater systems	Western portion of the Hillyard Residential Plan Area	No adequate detention and treatment for runoff, increasing flood and pollution risk. Vacant lots offer opportunities for creating regional stormwater systems
Aging and undersized infrastructure	Storm sewers and storm mains in the Hillyard Business District, the E. Wellesley Business District, and the Esmeralda Plan Area	Old and small pipes that may not handle increased runoff from future growth and redevelopment. Some pipes need to be upsized or replaced

Stormwater pollution and contamination	Ground surfaces like roadways and parking lots in the Focus Area, contaminated sites	Runoff picks up contaminants and carries them to the river or the aquifer, affecting water quality and ecological health

Broadband

Petrichor has worked with the City's three Public Development Authorities to conduct an analysis of required broadband infrastructure.

Broadband Infrastructure Opportunities within Proposed Road Improvements –

Electrical Power Service

Avista has identified some service issues in the near- and long-term as outlined in Table 8.

Table 8 Avista Electrical Power Concerns

Issue	Discussion
Climate Commitment Act	The State of Washington's Climate Commitment Act could significantly limit the use of natural gas in future developments. Avista anticipates that customers who would have otherwise utilized natural gas (i.e. for heating, dryers, etc.) will instead rely more heavily on the power grid, possibly causing a strain on the electrical grid.
Esmeralda Commerce Park	Current plans for a light industrial park along Freya Ave and Garland Ave would, at full build-out, significantly strain the power grid.
Electric Vehicle Charging Stations	Recent revisions to the building code in the City of Spokane requires private development to include electric vehicle charging stations. Installation of multiple fast charging stations (Type 3) would strain the power delivery system in the area. Avista is currently studying the impact that recent revisions to the building code will have on grid demand.
Electric Buses	Spokane Transit Authority is expanding service via electric buses, including wireless charging technologies, which could have a significant strain on the power grid.

Natural Gas Service

According to Avista staff, the State of Washington's Climate Commitment Act is expected to limit natural gas demand. Avista currently has no plans for capacity-related enhancements in the Focus Area.

West Hillyard

Gas level of service in West Hillyard is "adequate" as depicted in 9.3.12.

East Hillyard

Gas level of service in the E. Wellesley Business District and the Beacon Hill District are "Fair" as depicted in 9.3.12, otherwise the rest of the region is "adequate".

Utility Strategies

This section proposes Capital Improvement Projects and other strategies at a conceptual level that aim to address deficiencies outlined in section 9.4. Proposals from previous studies have been considered and carried forward if merited within the context of the existing utility condition and the Subarea Plan land use, zoning and proposed catalyst sites for targeted (re)development. These proposals are intended for planning use only, not to be used for design and construction unless/until future study provides formal analysis and/or design as necessary. This section also discusses what would be required of future study.

The Project Team has considered the City's ability to serve new land uses/development projects and the necessary capital investments based on the City's policy framework from Comp Plan element 5 - Capital Facilities and Utilities when developing recommendations for utility strategies, notably level of service, concurrency, impact fees, intergovernmental coordination, multi-mode uses, and environmental protection.

Potable Water Service

Additional Standby Storage Volume should be provided to serve the North Hill Pressure Zone. City Staff has indicated that this should occur within the next 20 years.

West Hillyard

As infill development occurs, the City should require some level of investigation into the age and condition of distribution piping and require replacement if warranted. Typically, an applicant would provide anticipated demand for the development, then the City would assess the utility infrastructure to determine whether line replacement or other infrastructure upgrades are warranted to adequately serve the development's water demand and maintain system-wide level of service. For lots without direct access to a distribution main (for example some lots on Regal St, Haven St, Stone St and Lacey St) the City should require that private development extend public distribution mains these relatively short distances to serve the proposed development.

East Hillyard

It is recommended that the City significantly upgrade both distribution and transmission conveyance infrastructure within the Yard. The Subarea Plan recommends a continuation of transmission main in Freya St between Wellesley Ave and Francis Ave, consistent with CIP WAT-2017-26, but including additional transmission main to be installed in Rowan St between Freya St and Haven St under the NSC to providing looping to this new transmission. City staff has indicated that a casing has been installed under the NSC for this exact purpose. Looping of water conveyance increases performance and provides resiliency to the system. Distribution improvements would include a larger diameter network through major rights-of-way, such as Francis Ave, Rowan Ave, Wellesley Ave, Julia St, Rebecca St, and Havanna St. Diameter of the distribution network are anticipated to be 12" to 18". Future study should include a hydraulic analysis of the Yard Area's water system, considering water demand of a fully developed Yard, and provide sizing and exact location of transmission and distribution mains as appropriate. In some places, existing distribution mains may be adequate for continued use.

Sanitary Sewer Service

Due to their age, some sewer line segments may need to be updated to accommodate new (re)development projects. Developers typically provide sewer demands in the design phase, and the City will have the opportunity to evaluate impacts to those sanitary sewer segments; in situations where lines need replacement (or upsizing), those improvements would be provided concurrently with the development. It is also recommended that the City require the developer to inspect the sewer main adjacent to their development with a pipe camera to assess the condition of the piping immediately downstream of the intended point of connection, and for the developer to provide replacement if necessary.

East Hillyard

A region-wide hydraulic analysis of the sanitary sewer system using forecast future demands is recommended to verify the ability of the existing sewer system to serve full build-out of the Focus Area. For this forecast, it is recommended to use the City's standard 100 gpcpd, and assume a future employee count for the Yard of ____.

Any development within the yard proposing to keep existing buildings should demonstrate that they are either not connected to a septic or cesspool system, or to provide plans for connection to public conveyance and decommissioning of said septic or cesspool system. Such development should demonstrate that existing storm downspouts are either not connected to public sewer conveyance, or to include plans for disconnecting roof drains from sanitary sewerage as part of the development.

Some conveyance should be relocated to avoid conflicts with proposed development of a WSDOT roundabout on Wellesley Ave.

Drainage and Stormwater Management Facilities

West Hillyard

Due to their age or size, some storm lines may need to be updated or upsized to accommodate development projects. Such improvements would be provided by the developer and concurrently with the development. It is also recommended that the City require the developer to tv the storm main adjacent to their development to assess the condition of the piping immediately downstream of the intended point of connection, and for the developer to provide replacement if necessary.

Where combined sewer connections exist (i.e. private storm line connected to public sanitary sewer system), the City should require developers to disconnect the storm from the sanitary sewer main, and to treat stormwater separately, as per the Spokane Regional Stormwater Manual.

East Hillyard

It is recommended that the City design and implement regional stormwater treatment systems so infill and redevelopment projects can maximize more of their site. The regional facility approach recommended is described in Hillyard Stormwater Alternatives Report by Maul, Foster and Alongi dated 2020 as "Option 2 – Clustered, Scenario 2". Option 1 is discouraged, as it does not allow for piecemeal or phased construction; one large facility must be built and significant investments in pipe conveyance must be made before any service is possible, while Option 2 would provide service

for dozens of parcels with each individual cluster facility installed, and conveyance could reasonably be expected to be provided by the developer. Scenario 1 is discouraged as it neglects roadways. Drywells serving these roadways within the Yard are either aged or missing. Scenario 2 would allow for decommission of all existing public UICs in the Yard, allowing for savings of repairs/replacements that would have otherwise been required of these drywells, and consolidates maintenance and operations costs.

It is recommended that any development within the Yard should be responsible for assessing the quality and performance of drywells within fronting ROW, and the development should be responsible for bringing these UICs into compliance if deficiencies are discovered.

It is recommended that any development within the yard proposing to keep existing buildings should demonstrate that existing downspouts are either not connected to public sewer conveyance, or to include plans for disconnecting roof drains from sanitary sewerage as part of the development.

It is possible that there are undiscovered or undocumented spills within the yard, therefore it is recommended that the City require soil sampling on new development projects to test for common pollutants of concern in the area, notably Halogenated and Non-halogenated Organics, Petroleum, Naphthalene, Polycyclic Aromatic Hydrocarbons (PAHs), Chloride, Fluoride, Nitrates, Nitrites, and Lead. If contaminates are discovered, the development shall register the site with Department of Ecology (DOE) as a spill site and take appropriate action to remediate the contaminated soil per DOE requirements. This list may be revised by City staff who are familiar with the aquifer's water quality concerns.

Broadband Service

The Project Team recommends that the City keep Petrichor Broadband apprised of any significant changes in planning, capital improvement projects, or development trends in the Focus Area. Communication between the City and franchise utility providers supports the Comp Plan's Goal CFU 3 – Coordination.

Petrichor recommended the City work with the Washington State Department of Transportation to fully understand how the NSC Freeway could be used as a telecommunications ROW. A conduit could be placed along Wellesley Ave in the underpass.

The City of Spokane Broadband Assessment report concluded with three primary recommendations for the NEPDA (including portions of the Focus Area) to increase broadband infrastructure within the service area:

1. Work with WSDOT to understand the North Spokane Corridor's applicability as a telecommunications right of way.
2. Place conduit within the Wellsley Ave underpass being constructed by the City (completed).
3. Place additional conduit in the areas where sewer and electrical infrastructure are being installed for the new Esmeralda Business Park (i.e., a private development proposal that is

planned within the Esmeralda Plan Area west of Freya Street and south of Wellesley Avenue).

In addition to the recommendations above, Attachments A and B in the City of Spokane Broadband Assessment identify other infrastructure investment proposals aimed at leveraging funding from the American Rescue Plan Act's (ARPA) Build Back Better Regional Challenge (BBBRC) to improve or reconstruct roadways in the City. Specifically, Impact Region Project 1 in Attachment B is a proposal to reconstruct all nonpaved roads, the majority of which exist in the Focus Area. These investments are believed to attract new industrial uses and produce more customers (and demand) for broadband service. In the event this project proceeds, the City should utilize this opportunity to install conduits/fibers within the ROWs of the newly reconstructed roads.

Electrical Power and Natural Gas Services

The Project Team recommends that the City keep Avista apprised of any significant changes in planning, capital improvement projects, or development trends in the Focus Area. Communication between the City and franchise utility providers supports the Comp Plan's Goal CFU 3 – Coordination.

In particular, the E. Wellesley Business District should be a priority for natural gas infrastructure improvement, as this district is currently inadequate for commercial development.

Supportive Comprehensive Plan Amendments

Tax incentives? Impact Fee waivers?

Appendix A: Comprehensive Plan Capital Facilities and Utilities Element Applicable Goals/Policies

The following table lists the applicable goals and policies from the *Capital Facilities and Utilities Element* (Chapter 5 of the Spokane Comprehensive Plan) as they relate to Utility Infrastructure in the Subarea Plan. See the City of Spokane Comprehensive Plan for a complete list and additional content.

Comprehensive Plan Goals and Policies	
Goal	**Policies**
CFU 1: Adequate Public Facilities and Services Provide and maintain adequate public facilities and utility services and reliable funding in order to protect investment in existing facilities and ensure appropriate levels of service.	**CFU 1.1 Level of Service -** Adopt written level of service standards for each type of public facility or utility service, and provide capital improvements to achieve and maintain such standards for existing and future development. **CFU 1.2 Operational Efficiency -** Require the development of capital improvement projects that either improve the city's operational efficiency or reduce costs by increasing the capacity, use, and/or life expectancy of existing facilities. **CFU 1.3 Maintenance -** Require the maintenance, rehabilitation, and renovation of existing capital facilities. **CFU 1.4 Use of Existing Structures -** Require the use and adaptive reuse of existing buildings before new community facilities are constructed. **CFU 1.7 Funding -** Identify and pursue all practical and equitable ways to fund the capital improvement projects necessary to serve existing and future development. **CFU 1.8 Intangible Costs and Benefits -** Include intangible costs and benefits in any cost/benefit analysis when considering the development and life span of proposed capital facilities.
CFU 2: Concurrency Ensure that those public facilities and services necessary to support development are adequate to serve the development and available when the service demands of development occur without decreasing current service levels below locally established minimum standards.	**CFU 2.1 Available Public Facilities -** Consider that the requirement for concurrent availability of public facilities and utility services is met when adequate services and facilities are in existence at the time the development is ready for occupancy and use, in the case of water, wastewater and solid waste, and at least a financial commitment is in place at the time of development approval to provide all other public services within six years. **CFU 2.3 Phasing of Services -** Develop and implement a phasing schedule for the provision of services within the Urban Growth Area that is reflected in six-year capital improvement plans and strategically coordinates planned service levels with anticipated land use and development trends. **CFU 2.4 Impact Fees -** Include impact fees as one possible mechanism to fund capital improvements, so new growth and development activity that has an impact upon public facilities pays a proportionate share of the cost of the relevant facilities. **CFU 2.5 Exemptions from Impact Fees -** Exempt development activities with broad public purposes from growth-related impact fees.

Comprehensive Plan Goals and Policies	
Goal	**Policies**
	CFU 2.6 Funding Shortfalls - Reassess the land use element whenever probable funding falls short of meeting existing needs in order to ensure that development patterns and level of service standards remain consistent with financing capabilities related to capital facilities plans.
CFU 3: Coordination Promote contiguous, orderly development and provision of urban services through the regional coordination of land use and public services related to capital facilities and utilities.	**CFU 3.1 Special Purpose Districts -** Enter into agreements with special purpose districts within the adjacent Urban Growth Area (UGA) to address the provision of urban governmental services and public facilities. **CFU 3.2 Utility Installations -** Facilitate the coordination of public and private utility activities by giving interested utilities timely notification of road projects that would afford them an opportunity for utility installation and maintenance. **CFU 3.3 Utilities Coordination -** Work with adjacent planning jurisdictions and private utility providers to develop a process that ensures consistency between each jurisdiction's utilities element and regional utility plans, as well as coordinated and timely siting of regional and countywide utility facilities. **CFU 3.5 Uniformity of Standards -** Collaborate with Spokane County to ensure that the City of Spokane's engineering, land use and related level of service standards are applied throughout the adjacent Urban Growth Area (UGA).
CFU 4: Service Provision Provide public services in a manner that facilitates efficient and effective delivery of services and meets current and future demand.	**CFU 4.1 Compact Development -** Promote compact areas of concentrated development in designated centers to facilitate economical and efficient provision of utilities, public facilities, and services. **CFU 4.3 Underground Utilities -** Require new utility lines to be installed underground and encourage the conversion of existing overhead distribution lines to underground lines unless it is not physically feasible.
CFU 5: Environmental Concerns Minimize impacts to the environment, public health, and safety through the timely and careful siting and use of capital facilities and utilities.	**CFU 5.2 Water Conservation -** Encourage public and private efforts to conserve water. **CFU 5.3 Stormwater - I**mplement a Stormwater Management Plan to reduce impacts from urban runoff. **CFU 5.4 Ground Water -** Protect, preserve, and enhance ground water resources through proactive, aggressive measures.
CFU 6: Multiple Objectives Use capital facilities and utilities to support multiple interests and purposes.	**CFU 6.1 Community Revitalization -** Provide capital facilities and utility services strategically in order to encourage and support the development of Centers and Corridors, especially in deteriorated areas of the city. **CFU 6.2 Economic Development -** Make capital improvements that stimulate employment opportunities, strengthen the city's tax base, and attract private investment to target areas.

Comprehensive Plan Goals and Policies	
Goal	**Policies**
	CFU 6.3 Joint Use of Public Sites - Encourage the acquisition of sites for public and quasi-public purposes that are of sufficient size to meet current and future needs and allow for joint use.

Appendix I

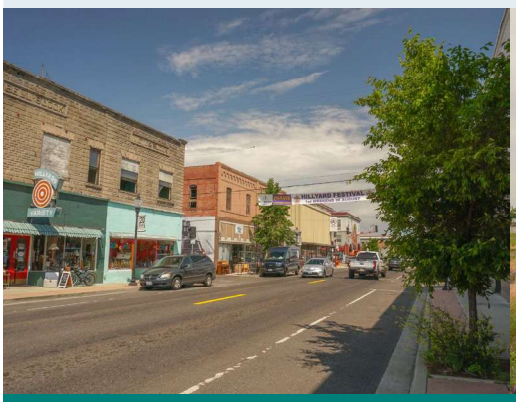
Market Study Report

Hillyard Subarea Plan: Market Study

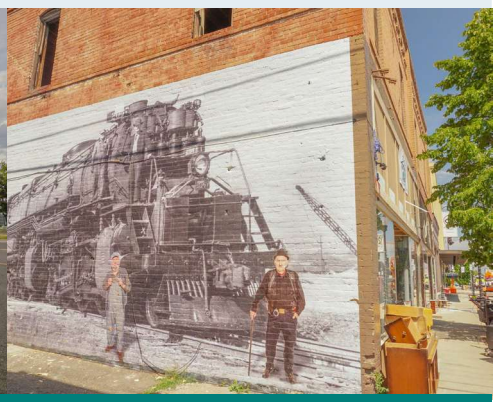
Prepared for the City of Spokane & Northeast Development Authority under contract to Stantec

By Agnew::Beck Consulting

Final Draft- August 2024







www.agnewbeck.com | 645 G Street, Suite 200 | Anchorage, AK 99501 | 907.222.5424

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Prepared by Agnew::Beck Consulting, Inc.
www.agnewbeck.com

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1. Executive Summary

Report Purpose + Methods

The City of Spokane (the "City") and Northeast Public Development Authority (NEPDA) have entered into a partnership to lead a coordinated effort that will result in a Subarea Plan for the Hillyard neighborhood, and the surrounding areas nestled in the northeast corner of the City. The City/NEPDA embarked on this planning initiative to build upon past planning efforts and technical studies focused on infrastructure, economic development, brownfield reuse/redevelopment, and responding to the unique needs/opportunities associated with this area of the community.

The Subarea Plan Focus Area (the "focus area" herein) encompasses the parcels and public rights-of-way within the Hillyard neighborhood (including its business district), the east Hillyard industrial area (also referred to as "the Yard"), portions of the east and west residential Hillyard Neighborhood and the western slopes of Beacon Hill. The approximate 1,740-acre focus area is generally bounded by Crestline Street to the west, East Wellesley Avenue/Garnet Avenue to the South, South Havana Street/North Fancher Beacon Lane to the east, and East Francis Avenue to the north.

As part of this effort, the primary consultant, Stantec hired Agnew::Beck Consulting to conduct a market study of the focus area to inform the area-wide planning process. The purpose of this report is to share the findings related to trends in population, housing, employment and the real estate market. Additionally, Agnew::Beck translated projected population and job growth into demand for residential, commercial and industrial land uses within the focus area. Data to support this effort was sourced from: The City of Spokane, Spokane Regional Transportation Council (SRTC), Washington State Office of Financial Management, Washington State Employment Security Department, the U.S. Census Bureau and the Department of Housing and Urban Development.

Geography

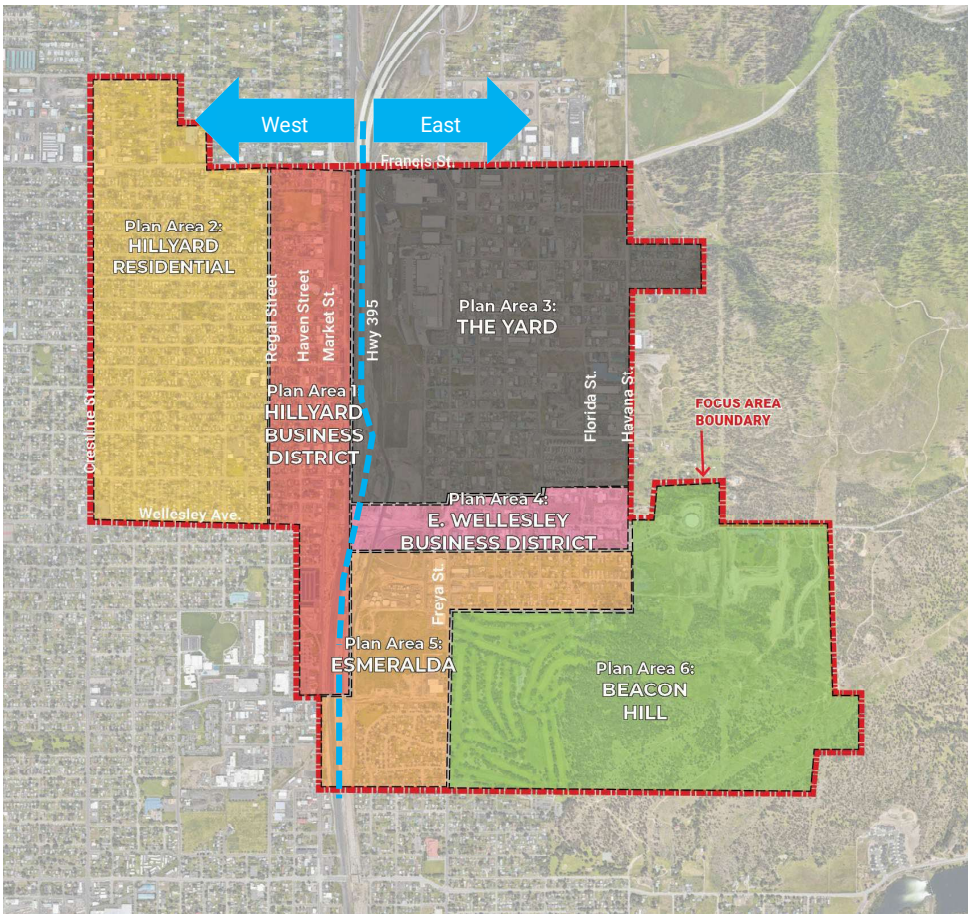
There are several types of geography that are utilized to share out demographic, housing, and economic data in this report.

- **County level-** Spokane County for comparison purposes
- **City level-** City of Spokane for comparison purposes
- **Census Tracts-** Four census tracts (2.01, 2.02, 16 and 144) roughly encompass the focus area. Some of the data for the focus area in this report is a compilation of census tract data.
- **Traffic Analysis Zone (TAZ)-** The Spokane Regional Transportation Council (SRTC), which is the regional transportation planning agency collects and forecasts housing and employment data at smaller geographies to plan for future transportation upgrades. TAZ boundaries that align closely, but not exactly, with the focus area are used to estimate housing and employment trends within the focus area.

Focus Areas

The Subarea Plan will approach reuse and revitalization planning as a series of six "Plan Areas" with the goal of recognizing and addressing the unique land use and infrastructure needs for these geographic areas within the larger focus area. This market analysis will summarize trends in population, housing, employment and the real estate market for the total focus area alongside two summary areas. The West Hillyard summary area encompasses the Hillyard Business District (Plan Area 1) and Hillyard Residential (Plan Area 2). The East Hillyard summary area encompasses The Yard (Plan Area 3), Wellesley Business District (Plan Area 4), Esmeralda (Plan Area 5) and Beacon Hill (Plan Area 6).

Figure 1: Area Wide Planning Focus Areas



Key Findings: Population + Employment

Key population, housing and employment trends are listed below.

- **Modest population growth is expected in the focus area.** With an estimated current population of 9,686 people, the population in the focus area is expected to grow by just over 3 percent over the next 10 years, an average annual growth rate of roughly 0.32 percent. Comparably, the population in the City of Spokane is expected to increase by 8 percent over the next 10 years, adding nearly 47,000

new residents to the City.[1] In recent years, the focus area has experienced a slight decline in population, which coincided with construction and right of way acquisition related to the North Spokane Corridor. Planned residential development and large infrastructure improvements such as the North Spokane Corridor Project are expected to bring more activity to the focus area and reverse recent trends. Through proactive planning and new redevelopment projects, the focus area has the potential to absorb a higher proportion of the City's population growth.

- **There is demand for as many as 434 new housing units in the focus area over the next 10 years**. In addition to new housing units there is also a substantial need for rehab or renovation of existing housing units in the focus area. Roughly 414 of the existing housing units in the focus area are expected to need substantial renovation/rehab over the next 10 years in order to stay on the market.
- **Considerable job growth is expected.** Based employment projections developed for transportation planning and an estimated capture of the city-wide employment growth, it is estimated that just over 1,000 new jobs will be created in the focus area over the next 10-years, this translates to roughly a 1.8 percent average annual increase in the total number of jobs. Job growth in Spokane County is also expected to grow at a rate of around 1.9 percent in the near term before leveling out closer to 1.3 percent annually starting in 2026.
- **Job growth could spur demand for 400,000 square feet of commercial/employment space in the focus area over the next 10 years.** Using industry standards for types of facility spaces and employment densities, it is expected that approximately 400,000 square feet of commercial space will be in demand over the next twenty years; this includes demand of office, industrial/flex, retail, accommodations/food services and institutional space.
- **West Hillyard has slightly smaller household sizes and fewer households with children.** West Hillyard has an average household size of 2.36 individuals per household, while East Hillyard has an average household size of 2.78. Additionally, roughly 37 percent of households in East Hillyard include one or more people under 18 compared to only 28 percent of households in West Hillyard.
- **Household income is lower in West Hillyard.** The median household income in West Hillyard is $41,000, roughly 28 percent below the median income of the City of Spokane. Conversely, the median income in East Hillyard is $61,000, approximately 7 percent above the city median income.
- **Roughly 26 percent of households in the focus area are cost burdened.** Renter occupied households are more than four times as likely to be cost burdened compared to owner occupied households and nearly half (47 percent) of all renter occupied households in the focus area spend more than 30 percent of their total household income on housing. This suggests that there is a need for additional affordable housing, specifically affordable rental housing, in and around the focus area.

Note: This analysis relies on the use of existing research data, mainly data obtained through Policy Map and the U.S. Census American Community Survey. Populations within the focus area who may be less inclined to respond to a broad-based survey or are more transient may be under-represented in these data sets. Additional data reported for smaller samples sizes, such as Census Tracts, often have higher Margins of Errors (MOE) associated with them. The goal of this analysis it to look more broadly at population, housing, and employment trends within the Hillyard Focus Area.

[1] Washington State Office of Financial Management, Official Population Projections, December 2022

Figure 2: Population and Employment Characteristics

Population Characteristic	Hillyard Focus Area	West Hillyard (sub area)	East Hillyard (sub area)	Spokane City	Spokane County
Total population (2020)	9,686	6,081	3,605	228,989	539,339
Average annual population growth rate (2010-2020)	0.1%	0.1%	0.1%	1.0%	1.4%
Net population change (2010-2020)	65	41	24	20,073	68,118
Projected average annual population growth rate (2025-2045)	0.32%	0.32%	0.31%	0.74%	0.84%
Household (HH) Size	2.46	2.36	2.78	2.32	2.46
Med. HH Income [1]	$48,594	$41,044	$60,850	$56,977	$64,079
HH with Children % [1]	31.3%	28.2%	36.5%	26.9%	29.4%
HH with Seniors % (Age 65+) [1]	24.4%	25.1%	23.3%	27.7%	29.5%
Unemployment Rate (5-year Average) [1]	6.8%	6.0%	8.2%	6.2%	5.7%
Total Employment (2021)	4,309	1,897	2,412	106,041	245,504
Annual Estimated Job Growth Rate	2.3%	2.4%	1.4%		1.6%
Projected Jobs (2033) [2]	5,535	2,436	3,098		372,051

Source: Hillyard Subarea Plan, Policy Map Export 1/24/24
[1] Sourced from U.S. Census Bureau, American Community Survey 5-Year Estimates (2017-2021
[2] Spokane projections based on Employment Security Department/DATA2, Spokane long-term alternative 1 occupational employment projections, July 2023.

Figure 3: Housing Characteristics: Focus Area, Census Tract, City, and County

Housing Characteristic	Hillyard Focus Area	West Hillyard (sub area)	East Hillyard (sub area)	Spokane City	Spokane County
Total Housing Units	3,872	2,548	1,324	99,933	221,968
Owner Occupied	63%	55%	77%	57%	64%
Renter Occupied	37%	45%	23%	43%	36%
Vacant Units	181	123	58	3,450	4,306
Residential Vacancies (%)	3.7%			3.0%	1.8%
Average Household Size	2.50	2.36	2.78	2.32	2.46
Overcrowded Households [1]	177	119	58	1,220	2,776
Severely Overcrowded Households [1]	15	15	0	714	1,557
Built Prior to 1950 [1]	32.5%	41.6%	14.9%	34.9%	20.6%

Source Hillyard Subarea Plan, Policy Map Export 1/24/24
[1] Sourced from U.S. Census Bureau, American Community Survey 5-Year Estimates (2017-2021
Note: More than 1.0 occupant per room. A "room" includes bedrooms, kitchens and living rooms, but not bathrooms, hallways or unfinished basements. More than 1.5 occupants per room. A "room" includes bedrooms, kitchens and living rooms, but not bathrooms, hallways or unfinished basements.

Key Findings: Development Forecast + Available Land

The team developed and compiled population, employment, and housing forecasts to model the demand for residential and commercial land in the Hillyard area. The development forecasts were compared with a comprehensive property inventory for the Hillyard area to determine whether there is adequate available land supply to accommodate projected demand. For purposes of this study, available land includes both undeveloped land, defined as sites that do not have a building/structure, and unoccupied land, defined as sites with existing buildings/structures that do not have an occupant/tenant.

- **Overall, there is sufficient available land in the focus area to accommodate projected demand (surplus of 514 acres).** The focus area has a total of 622 acres of undeveloped and/or unoccupied land, which is adequate to meet the combined commercial and residential demand of 108 acres over the next 10 years.
- **There is adequate available land to accommodate commercial development in the focus area.** When looking at land that currently allows commercial and industrial activities, there will likely be a surplus of 514 acres of available land in the focus area to accommodate future employment growth anticipated over the next 10 years. This includes available land that is currently zoned to allow residential, as well as commercial uses.
- **Adequate available land exists to accommodate residential development in the focus area.** There is just over 230 acres of available land that could accommodate some form of residential development within the focus area. This land supply should adequately meet the forecasted demand for 73 acres of residential development over the next 10 years. Land supply includes available land with a zoning designation that allows for residential, as well as commercial uses.
- **Opportunity sites offer 217 acres of available land supply that could accommodate roughly eight percent of the total residential demand and all of the commercial demand.** Stantec identified 22 opportunity sites within the focus area based on an array of site, ownership, and land use characteristics. The parcels identified also have low Improvement to Land Value Ratios (ILVR). The ILVR is calculated based on property tax records and is a metric commonly used to identify parcels that are under-utilized from a development perspective.

The findings described above make a strict comparison between acreage that is in demand and acreage that is available as land supply. However, it is important to note the following caveats to these estimates.

- The available land estimates are duplicated between residential and commercial land uses because many of the zoning districts allow both activities. If residential development outpaces commercial development and "uses-up" the majority of available land supply, there would be less commercially zoned land available to meet demand. Similarly, if commercial development quickly absorbs much of the land supply, there will be less land available for residential development. Overall, there is still a surplus of available land when compared to overall demand for land in the focus area.
- Not all parcel sizes and shapes will be conducive to development depending on the size of the project being considered. Land assembly may be needed to ensure adequate parcel size.
- Not all undeveloped or unoccupied parcels are easily developed. For example, unoccupied parcels with existing structures may limit development potential and/or impose higher development costs to redevelop the property.
- Private owners of unoccupied or undeveloped properties may be unwilling or uninterested in developing their land. There are also a number of planned developments within the study area boundaries that have yet to materialize but could impact land availability going forward.

Figure 4: Land Supply and Demand in Focus Area (Acres): Next 10 Years

Land Use	Total Land	Undeveloped Land	Unoccupied Land	Available Land Supply	Projected Land Demand	Potential Land Shortage or Surplus
	a	*b*	*c*	*d=b+c*	*e*	*f=e-d*
Residential [1]	700.4	229.0	2.2	**231.3**	**72.6**	158.7
Commercial [2]	578.8	230.0	8.2	**238.2**	**27.5**	210.7
Industrial [3]	547.56	227.40	8.15	**235.55**	**7.4**	228.1
Total Unduplicated Acres [4]	**1,387.6**	**613.6**	**8.2**	**621.7**	**107.5**	**514.2**

Source: Stantec Field Observations
[1] Includes the following zoning designations: RSF, RTF, RMF, RHF, CC1, CC2, and CC4
[2] Includes the following zoning designations: GC, NR, O, LI, HI, CC1, CC2 and CC4
[3] Includes the following zoning designations: LI, HI, GC, CC1 and CC2
[4] Rows add to more than total because there is overlap between residential, commercial, and industrial uses within Spokane Municipal Code uses.

Key Findings: Interview Themes

As part of the market analysis, Agnew::Beck interviewed real estate professionals and businesses as well as other economic development stakeholders to develop an overall understanding of factors influencing growth in the focus area. Interviews also informed the portion of the overall development forecasted for the City of Spokane that the study area can expect to capture over the next ten to twenty years.

Some of the key findings from the conversations with stakeholders are as follows:

The North Spokane Corridor Project. The North Spokane Corridor project, which will connect US 395 to the I-90 and bisect the focus area, has the potential to impact the demand for both commercial and residential land in the focus area. Construction of the North Spokane Corridor will create opportunities for adjacent commercial and industrial development, potentially making this a more desirable area for employers to relocate. The North/South connection also has the potential to reduce commuting times to this area, making it a more desirable place for workforce residential development. Some stakeholders also expressed concerns that the new corridor project would make this area less pedestrian friendly and further divide the focus area into two distinct areas (east and west).

Infrastructure upgrades would support future development. Infrastructure in the focus area is seen by some as limiting the development potential of the focus area. Specifically, street paving and storm water drainage systems were identified as two potential infrastructure improvements that would make this area more attractive for future commercial and industrial development.

Barriers to development. Market forces, such as high interest rates, a high cost to build and lower rents, currently present a challenging environment for both commercial and residential development. In order for projects to be financially feasible in the current market, more upfront equity is required and debt service coverage ratios must be higher in order to take advantage of tax incentives. Some incentives that have the potential to make development more attractive include Designated Opportunity Zones, multi-family housing tax incentives, deferral or waiver of General Facilities Charges (GFC) and flexibility around parking and building height requirements.

Redevelopment and reuse of older, existing properties. There are several underutilized properties that can be redeveloped or adaptively reused for new community-serving purposes. There is a desire to rediscover

and connect to the history of this area through the revitalization of existing buildings. Protecting the focus area's character is important to the community. There is also an acknowledgment that the focus area has a long history of industrial and manufacturing uses, especially near its southern and eastern limits, which may have contributed to contamination in soil and groundwater of some of the available parcels.

Recommendations + Strategies

Hillyard faces a unique set of challenges when it comes to redevelopment. This section presents some high-level strategies to be considered to address some of these challenges and encourage development in the focus area.

Housing

Affordability: The average household income for existing residents of Hillyard poses a hardship for obtaining affordable housing. Nearly half of all renter-occupied households (47 percent) in this area are considered to be cost burdened, spending more than 30 percent of their total household income on housing indicating that there is specifically a need for more affordable rental units in this area. Households making less than $35,000 per year account for over 60 percent of all cost burden households in the Hillyard area, suggesting that targeting monthly housing costs that are under $900/month would help support this underserved portion of the study are population. Depending on households size, many of the cost burden households in the focus area would likely meet the HUD income limits to be considered as low income (80% of AMI) or very low income (50% of AMI) households.

Variety: Currently the focus area lacks a broader array of housing options with detached single family housing units accounting for over 80 percent of all housing units. There are also few units with three or more bedrooms to accommodate larger family households. Additional variety in both housing type (e.g. duplex, triplex, multifamily etc.) and housing size could benefit existing residents and attract new residents to the Hillyard area.

Revitalization Tool: Housing is a vital revitalization tool, especially in the Hillyard Business District and the planned E Wellesley Business District. Housing plays a key role in attracting the workforce to an area and bringing regular foot traffic to support retail and mixed use. Housing can also help mitigate the "post workday ghost town" effect, that can leave predominately commercial areas feeling empty, underutilized and in some cases unwelcoming during non-working hours.

Incentives: The City has several incentives for housing projects that could help close some of the financial feasibility gap. Some incentives specifically targeting housing development include the Multi-Family Tax Exemption (MFTE) which includes an 8-year incentive for market rate housing, a 12-year incentive for if the project includes affordable/rent-restricted units and a 20-year incentive for projects that include permanent owner-occupied affordable housing units. The "Parking 2 People" or Sales and Use Tax incentive encourages redevelopment of vacant or underdeveloped lots (particularly parking lots) and the construction of affordable rate housing. The City also offers a 3-year tax exemption for Detached ADU's which could be a good option for Hillyard since much of the housing stock in this area is detached single family units. A portion of the Hillyard Study Area is also eligible for New Market Tax Credits which is designed to attract private capital to low-income communities by permitting individual and corporate investors to receive tax credits against their federal income tax in exchange for equity investments in CDEs.

Zoning: It is recommended that the City insures that zoning standards, especially the Corridor Zones, allow for standalone multi-family as well as mixed use development. This will allow flexibility for future redevelopment and clear and predictable zoning standards are often attractive to future developers.

Commercial Services

Increase Amenities: Commercial services, like cafés and restaurants, are a sought-after amenity for residents, the local workforce and visitors alike. Nearby commercial services could also reduce transportation costs for resident workforce, making Hillyard a more affordable place to live. Encouraging the development of commercial services in conjunction with housing development will attract more people to the Hillyard Study Area. The Hillyard Business District specifically could benefit from an increase in both the number and diversity of commercial services and shopping options.

Smaller Scale Retail: The retail landscape is changing and shifting towards smaller-scale, experience-based enterprises (e.g., specialty shops, cafés and restaurants). A larger consumer base is required to support larger big box retailers as consumer preferences have continue to evolve and increasing include online sales. Small scale commercial services in the E Wellesley Business District would complement the existing industrial uses in East Hillyard and planned residential development in Beason Hill.

Infrastructure Updates: The North Spokane Corridor project, which will connect US 395 to the I-90 and bisect the focus area, has the potential to create opportunities for adjacent commercial and industrial development in the focus area. Maintaining and updating the infrastructure in the areas surrounding the North Spokane Corridor would make the focus area even more appealing for future commercial development.

Industrial Uses

The Yard: Existing industrial clusters that occupy the northeast quadrant of the focus area, commonly referred to as The Yard, are a defining characteristic of the focus area and are expected to continue to play an important role in the focus area. The North Spokane Corridor will create a competitive advantage for moving goods and services through this area as a direct freight route with its connection into I-90, creating an opportunity to attract more industrial users to this area.

Land Use Flexibility: In addition to the larger industrial users, there is also and opportunity to attract smaller scale manufacturers and fabricators, such as welders, specialty products, 3D printing and machine shops, to the focus area. Relatively affordable land costs paired with land use flexibility to accommodate different types of industrial will make the focus area an attractive option for a variety to industrial users to locate in the focus area.

Infrastructure Improvements: Many of the industrial areas of the focus area in need of some critical infrastructure improvements, such as paving streets and expanding access or upgrading utilities within the area. These improvements are essential for attracting new industrial users to the area.

2. Housing + Employment Forecast

Population

Historical Trends

The focus area experienced modest population growth between 2010 and 2020 with an average annual population increase of 0.1 percent. This followed a period of population decline between 2000 and 2010 that saw an average annual population decline of -0.2 percent. This population decline coincided with construction and right of way acquisition related to the North Spokane Corridor (NSC) which likely resulted in displacement as properties were acquired for the NSC. During this same period, the City of Spokane experienced population growth at an average annual rate of roughly 0.8 percent.

Figure 5: Historic Population Trends

Geography	Net Change 2010 – 2020	Percent Change 2010 – 2020	Average Annual Percent Change
Spokane County	68,118	14.5%	1.4%
Spokane City	20,073	9.6%	1.0%
West Hillyard	41	0.7%	0.1%
East Hillyard	24	0.7%	0.1%
Hillyard Focus Area	65	0.7%	0.1%

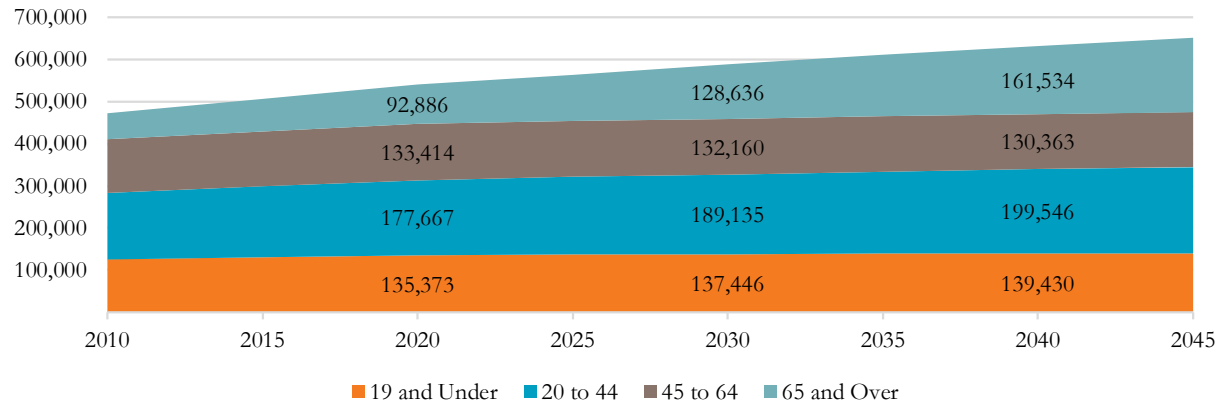
Source: Hillyard Subarea Plan, Policy Map Export 1/24/24

The population in the City of Spokane is expected to continue to show steady growth over the next 20 years with a projected population increase of over 87,000 people (a 16 percent increase) by the year 2045.[2] In addition to the projected overall growth in population, the age composition in Spokane is projected to change as well. Between 2025 and 2040, the population over the age of 65 is forecasted to increase by nearly 50 percent, while the population of younger adults between age 20 and 44 is forecast to only increase by 9 percent during that same time. This is a demographic trend that we are seeing in many communities as the largest age cohort in the United States, the Baby Boomers, continue to age.

The demographics of the focus area generally mirror the city as a whole. The majority of the population identifies as white (78 percent), just over nine percent identify as two or more races, four percent identify as Asian, three percent black or African American, two percent identify as Native Hawaiian or other Pacific Islander or American Indian/Alaska Native. Just over seven percent of the focus area population identifies as Hispanic or Latino, which is also mirror the demographics of the city as a whole.

[2] Washington State Office of Financial Management, Forecasting and Research Department, December 2022

Figure 6: City of Spokane Population Projections by Age



Source: Forecast based on Washington State Office of Financial Management, Population Estimates by Age 2010-2022.

Population Forecast

The population in the City of Spokane is forecasted to grow at an average annual rate of 0.74 percent over the next 20 years. The focus area is expected to capture a portion of this overall growth but is expected to grow at a slightly slower rate. In recent years, the focus area has experienced little not no growth in population, but planned residential development and large infrastructure improvements such as the North Spokane Corridor Project are expected to bring more activity to this area and reverse recent trends. Through proactive planning and new redevelopment projects, the focus area has the potential to absorb a higher proportion of the City's population growth.

This study assumes that the focus area population will grow at an average annual rate of roughly 0.32 percent between 2023 and 2033. This assumed growth rate is based on historical population trends, population forecasts produced by the Office of Financial Management for the City of Spokane and the SRTC Regional Transportation Model TAZ level population estimates. Based on the forecasted growth rates, the focus area population is expected to increase by roughly 315 people by 2033.

Figure 7. Focus Area Population Growth Rate Assumptions

Focus Area	Avg Annual Growth in Focus Area (2010-2020) [1]	Avg Annual Growth for Spokane City (2010-2021) [2]	Forecasted Avg Annual Growth for Spokane City (2025-2045) [3]	Forecasted Avg Annual Growth for Focus area TAZs (2019-2045) [4]	Assumed Growth Rate (2023-2033) [5]
West Hillyard	0.07%	0.84%	0.74%	0.17%	**0.32%**
East Hillyard	0.06%	0.84%	0.74%	0.14%	**0.31%**
Total Focus Area	**0.07%**	**0.84%**	**0.74%**	**0.16%**	**0.32%**

[1] Policy Map Export of Hillyard Subarea Plan
[2] Washington State Office of Financial Management - April 1 Official Population Estimates
[3] Office of Financial Management - Forecasting & Research- December 2022
[4] Based on SRTC Regional Transportation Model 2019-2045- TAZ level Household Forecasts
[5] Calculated as the average of the growth rates shown on this table.

Housing

Policy Map reports just over 3,800 existing housing units in the focus area, with an estimated 2,500 housing units in West Hillyard and 1,300 housing units in East Hillyard based on distribution of housing units reported by the U.S. Census. The majority of the existing housing units in the focus area are occupied (96 percent of total housing units). The majority of the housing units in the focus area (63 percent) are owner occupied. This trend appears to be more pronounced in East Hillyard, where owner occupancy is closer to 77 percent, while in West Hillyard there is a more even split between renter and owner occupancy, with just slightly more renters (55 percent of occupied units).

The average household size in the focus area is 2.5 people per household, which is slightly higher than the city-wide average of 2.3 people per household. Within the focus area, households in East Hillyard are larger on average with nearly 2.8 people per household, compared to an average household size of 2.4 in West Hillyard. The housing units in East Hillyard are also more likely to have more bedrooms, with 65 percent of units having three or more bedrooms in East Hillyard, compared to only 47 percent of housing units in West Hillyard. Overcrowding is not prevalent in the focus area, with just under four percent of the households meeting the Census' definition of overcrowded.[3]

Housing units built before 1950 account for 32 percent of the total occupied housing units in the focus area. In West Hillyard, close to 42 percent of the existing housing stock was built before 1950, suggesting that there might be a greater need for rehab and/or replacement of the existing housing structures in West Hillyard. At least a portion of these aging housing units will likely need to be replaced in the next decade.

The table below shows the nine descriptive housing indicators for the Hillyard Focus Area as well as a breakdown for both West Hillyard and East Hillyard. The third column of the table also displays the housing indicators as a percent of total housing units or occupied housing units for a more direct comparison between the focus area as a whole and the two sub areas.

Figure 8: Focus Area Housing Profile

Indicator	Hillyard Focus Area	Hillyard Focus Area %	West Hillyard	East Hillyard
Total Housing Units	3,872	100%	2,548	1,324
Occupied Units	3,691	95.3%	96.6%	97.0%
Owner Occupied	2,311	62.6%	55.0%	77.2%
Renter Occupied	1,380	37.4%	45.0%	22.8%
Vacant Units	181	4.7%	4.8%	4.3%
Residential Vacancies (%)		3.7%		
Average Household Size	2.50		2.36	2.78
Overcrowded or severely overcrowded Households [1]	192	5.2%	5.3%	4.4%
Built Before 1950		32.5%	41.6%	14.9%

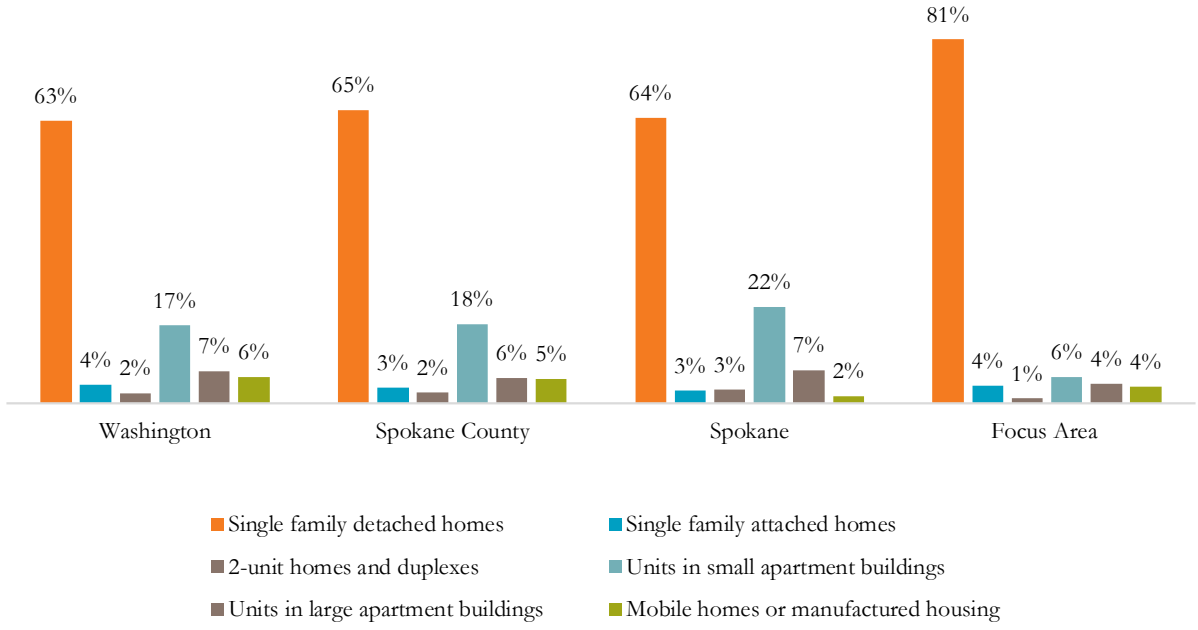
Source: Hillyard Subarea Plan, Policy Map Export 1/24/24
[1]U.S. Census Bureau, American Community Survey 5-Year Estimates (2017-2021)

The majority of housing units in the focus area are single family homes (85 percent) followed by multi-family units with three or more units (10 percent). Mobile homes also contribute to the overall housing stock in the

[3] Overcrowded is defined as more than 1.0 occupant per room. A "room" includes bedrooms, kitchens and living rooms, but not bathrooms, hallways or unfinished basements. Severely overcrowded is defined as more than 1.5 occupants per room.

focus area and account for four percent of the total housing units. There is more diversity of housing types in West Hillyard compared to East Hillyard, where single family homes make up 93 percent of the total housing stock.

Figure 9: Housing Units by Unit Type



Source: Source: Hillyard Subarea Plan, Policy Map Export 1/24/24

Housing Forecast

The housing forecast for the focus area is shown in **Error! Reference source not found.**10 and considers the number of new units needed due to population change and overcrowding as well as the number of existing units that will likely need substantial repair due to housing condition. After adjusting for residential construction that took place in the past three years (2020-2023), an estimated 434 new housing units are needed in the focus area to address demand. This represents a 12 percent increase in the number of available housing units and has a ten-year estimated annual absorption of about 43 units per year over 10-years. Based on building permit data, historically an average of seven new housing units are added to the focus area annually.

Figure 10: Focus Area 10-Year Housing Needs Estimate (2023-2033)

Item	Hillyard Focus Area	West Hillyard	East Hillyard	Notes
Current estimate of Housing Units	3,872	2,548	1,324	U.S Census Bureau, American Community Survey 5-Year Estimates (2017-2021)
New Units Needed Due to Population Change	331	210	121	Based on SRTC Regional Transportation Model 2019-2045 TAZ level Household Forecasts, historical growth rates as reported by the American Community Survey and Washington State Office of Financial Management population estimates and projections. See Figure 7 for growth assumptions and Figure 11 for calculations.
New Units Needed Due to Severe Overcrowding	134	93	40	Overcrowding is defined by Census and HUD as homes with more than one occupant per room. Severe overcrowding is defined as more than 1.5 occupants per room. 3.4 percent of occupied housing is overcrowded or severely overcrowded. American Community Survey 5-year Estimates (2017-2021)
Less New Residential Construction in 2020-2023	31	21	10	A total of 31 new housing units have been added to the market since 2019 (6 multi-family units, 12 duplex, 11 single family and 1 ADUs). City of Spokane Building Permit Database.
Total New Units Needed	**434**	**283**	**151**	**Over 10 years**
Percent of total housing stock	12%	11%	12%	Estimated new units needed divided by the estimated existing housing stock.
Forecasted annual absorption *(units per year)*	43	28	15	Calculated over a 10-year period. Between 2020-2023 an average of 7 new units per year were added to the market. City of Spokane Building Permit Database.
Rehab of Existing Units Due to Housing Condition	**414**	**349**	**65**	Estimated as the average of three indicators applied as a percent to the sum of occupied units and units on the market: occupied units lacking kitchen and plumbing facilities (1%), all units built before 1950 (33%) and all units that are mobile homes (0%). American Community Survey 5-year Estimates (2017-2021).

One of the main drivers of demand for new housing in the focus area is forecasted population growth. This study assumes that the focus area population will grow at an average annual rate of roughly 0.32 percent between 2023 and 2033. This assumed growth rate is based on historical population trends, population forecasts produced by the Office of Financial Management for the City of Spokane and the SRTC Regional Transportation Model TAZ level estimates. The focus area population is expected to increase by roughly 315 people by 2033 and drive demand for an estimated 331 new housing units. To arrive at the estimated number of housing units needed to accommodate forecasted population growth, the forecasted net population change is divided by the average household size within the study area. A five percent vacancy rate is then added to the estimate to ensure adequate supply and room for mobility within the housing market.

Figure 11. Housing Needed to Accommodate Forecasted Population Growth

Focus Area	Assumed Average Annual Growth Rate	Population 2023	Population 2033	Net Population Change (2023-2033)	Average Household Size	Vacancy Rate to Ensure Adequate Supply	Housing Needed due to Population Growth
West Hillyard	0.32%	6,120	6,320	200	2.4	5%	210
East Hillyard	0.31%	3,628	3,743	115	2.8	5%	121
Total Focus Area	**0.32%**	**9,748**	**10,063**	**315**	**2.5**	**5%**	**331**

In addition to the new units needed to accommodate forecasted population growth, overcrowding of existing housing units in the focus area is taken into consideration as an indicator of pent-up demand in the housing market. For this study, we are using the number of housing units within the focus area that meet the Census definition of "severely overcrowded" or "overcrowded". A total of 134 housing units are needed to alleviate severe overcrowding in the focus area, with most of the overcrowding occurring in West Hillyard.

Figure 12. Housing Needed to Alleviate Overcrowding

Focus Area	Total Occupied Housing Units	% Overcrowded [1]	% Severely Overcrowded [2]	New Units Needed to Alleviate Overcrowding and Severe Overcrowding
West Hillyard	2,350	3.5%	0.4%	**93**
East Hillyard	1,221	3.3%	0.0%	**40**
Total Focus Area	**3,571**	**3.4%**	**0.3%**	**134**

[1] Overcrowding is defined by Census and HUD as homes with more than one occupant per room.

[2] Severe overcrowding is defined as more than 1.5 occupants per room. Rooms are defined as the total number of rooms, not just the bedrooms.

In addition to the forecasted need for new housing units in the focus area, the need for the preservation of existing housing units is also taken into consideration. If existing housing units are not maintained or rehabbed, it is likely that some portion of the existing units will eventually fall off the market and further compound the need for housing in the focus area. To estimate the number of existing housing units that will likely need substantial rehab or replacement over the next 10 years, we calculated and average replacement factor based on housing units without complete kitchen and plumbing facilities, housing stock built prior to 1950 and mobile home units. While there are very few housing units in the focus area that lack kitchen and plumbing facilities or are mobile home units, a large portion (33 percent) of housing units were built over 70 years ago. The aging housing units in the focus area are driving the demand for an estimated 414 existing units that will need substantial rehab or replacement over the next 10 years.

Figure 13. Estimated Need for Rehab/Replacement of Existing Housing Units

Community	Total Housing Units	Housing Stock Without Plumbing + Kitchen Facilities	Housing Stock Built prior to 1950	Housing Stock that are Mobile Home Units	Avg Factor to Indicate Homes to Replace	Need to Replace/Rehab Existing Homes in Poor Condition
West Hillyard	2,459	1%	42%	0%	14%	**349**
East Hillyard	1,277	0%	15%	0%	5%	**65**
Total Focus Area	**3,736**	**1%**	**33%**	**0%**	**11%**	**414**

Source: U.S. Census Bureau, American Community Survey 5-Year Estimates (2017-2021)

Employment

Regional Trends

Spokane County has experienced steady employment growth in recent years and is projected to continue this trend through 2031. Regional economic growth has been supported by a growing population, which grew at an average annual rate of just over 1 percent between 2020 and 2022.

Employment in Spokane County is forecasted to continue to grow by an average rate of 1.9 percent between 2021 and 2026 before tapering to a slightly lower growth rate closer to 1.3 percent annually between 2026 and 2031.[4] In 2021 the top three occupational sectors in Spokane County in terms of employment were office and administrative support, sales, and transportation and material moving respectively. All occupational sectors are expected to grow over the next 10 years, with the highest growth rates forecasted for healthcare support occupations, food preparation and serving related occupations and computer and mathematical occupations.

Figure 14: Spokane County 10-Year Job Projections by Industry

Sector	Spokane County Employment Projections		
	2021 Employment	2031 Employment	Growth Rate
Management Occupations	10,869	12,953	1.92%
Business and Financial Operations Occupations	16,118	18,691	1.60%
Computer and Mathematical Occupations	5,519	7,405	3.42%
Architecture and Engineering Occupations	3,276	3,668	1.20%
Life, Physical, and Social Science Occupations	2,807	3,220	1.47%
Community and Social Service Occupations	9,440	11,237	1.90%
Legal Occupations	2,203	2,395	0.87%
Education, Training, and Library Occupations	15,442	18,610	2.05%
Arts, Design, Entertainment, Sports, and Media Occupations	5,082	6,125	2.05%
Healthcare Practitioners and Technical Occupations	17,074	20,234	1.85%
Healthcare Support Occupations	15,579	19,477	2.50%
Protective Service Occupations	5,466	7,164	3.11%
Food Preparation and Serving Related Occupations	19,488	25,040	2.85%
Building and Grounds Cleaning and Maintenance Occupations	10,755	13,459	2.51%
Personal Care and Service Occupations	6,543	8,601	3.15%
Sales and Related Occupations	27,370	29,553	0.80%
Office and Administrative Support Occupations	32,869	36,503	1.11%
Farming, Fishing, and Forestry Occupations	1,975	2,057	0.42%
Construction and Extraction Occupations	14,851	16,971	1.43%
Installation, Maintenance, and Repair Occupations	9,895	11,180	1.30%
Production Occupations	12,194	13,062	0.71%
Transportation and Material Moving Occupations	21,735	24,620	1.33%
Total, All Occupations	266,550	312,225	1.71%

Source: Employment Security Department/DATA2, Spokane long-term alternative1 occupational employment projections, July 2023

Based on the SRTC Regional Transportation Model TAZ level employment forecasts, the focus area is expected to see an average annual growth rate for employment of 1.7 percent through 2045. To forecast the employment in the focus area, this analysis assumes that Hillyard will capture a portion of the overall employment growth forecasted for the City of Spokane. The capture rate assumptions used for this forecast are based on the travel demand model developed by SRTC for a variety of long-range planning functions and may be refined or confirmed through ongoing key stakeholder interviews. Financial, Insurance and Real

[4] Employment Security Department/DATA2, Spokane long-term alternative1 occupational employment projections, July 2023 (https://esd.wa.gov/labormarketinfo/projections)

Estate Services (FIRES) and industrial, construction, and manufacturing are the two sectors expected to see the biggest growth in terms of employment within the focus area, adding close to 600 new jobs when combined.

Figure 155 shows what future employment in the focus area could look like based on Policy Map employment estimates, TAZ level forecasts developed by SRTC and employment forecasts for the City of Spokane developed by the State of Washington Employment Security Department. These sector specific employment projections are used to identify demand for different types of commercial space within the focus area.

Figure 15: Focus Area 10-Year Job Projections by Industry

Sector	2023 Estimated Jobs	2033 Projected Jobs	Net Change (2023-2033)
Construction	458	471	12
Manufacturing	302	310	8
Utilities	174	195	21
Wholesale Trade	238	252	14
Retail Trade	480	481	1
Transportation and Warehousing	174	195	21
Finance & Insurance	223	253	30
Professional, Scientific, and Technical Services	179	210	30
Management of Companies and Enterprises	0	0	0
Administrative and Support Services	221	242	21
Educational Services	257	386	129
Health Care & Social Assistance	813	1,433	620
Arts, Entertainment, & Recreation	70	79	9
Accommodations & Food Service	431	506	74
Other Services	368	422	54
Public Administration	85	102	17
Total	**4,474**	**5,535**	**1,061**

Source: Hillyard Subarea Plan, Policy Map Export 1/24/24. Growth rates information by Spokane Regional Transportation Council (SRTC) Regional Transportation Model 2019-2045 and Employment Security Department/DATA2, Spokane long-term alternative1 occupational employment projections, July 2023

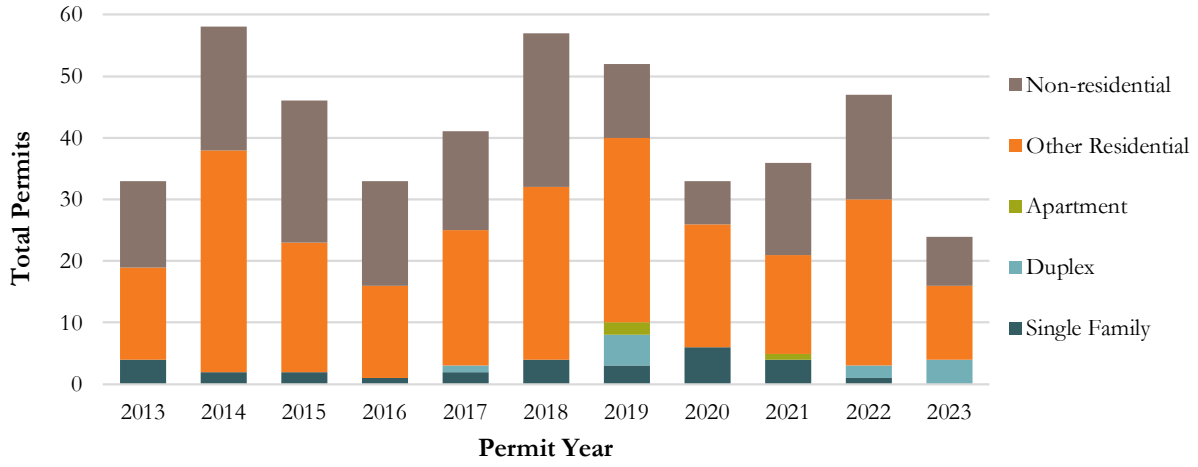
The North Spokane Corridor project, which will connect US 395 to the I-90 and bisect the focus area, has the potential to impact the employment projections in this area. Construction of the North Spokane Corridor will create opportunities for adjacent commercial and industrial development, potentially making this a more desirable area for employers to relocate. This project will include an interchange at Wellesley Avenue that would allow for direct and easy access to the East Wellesley Business District, Hillyard Business District and the Yard plan areas. The North Spokane Corridor creates a competitive advantage for moving goods and services as a direct freight route with its connection into I-90. This could drive additional demand for commercial space in the focus area over the next 10-20 years.

3. Development Trends

Building Trends

Development activities in the focus area have been relatively modest compared to the overall growth that has occurred in the City of Spokane, which saw a 16 percent increase in total construction permits issued over the prior four-year average between 2018 and 2021.[5] Just over half of the building permits issued within the focus area fall under the "other residential" category which primarily is made up of alterations to existing residential structures, including new accessory structures such as garages, carports and sheds, retrofit for solar installations or deck/patio extensions. Non-residential permits account for roughly 38 percent of the total permit activity in the focus area and include permits for new commercial buildings, additions to existing commercial buildings and industrial buildings. Residential permits account for just under 10 percent of the total building permit activity in the study area and most of the residential permits issued in this area are for single family homes and duplexes.

Figure 16. Focus Area Building Permit Activity by Permit Type, 2013-2023

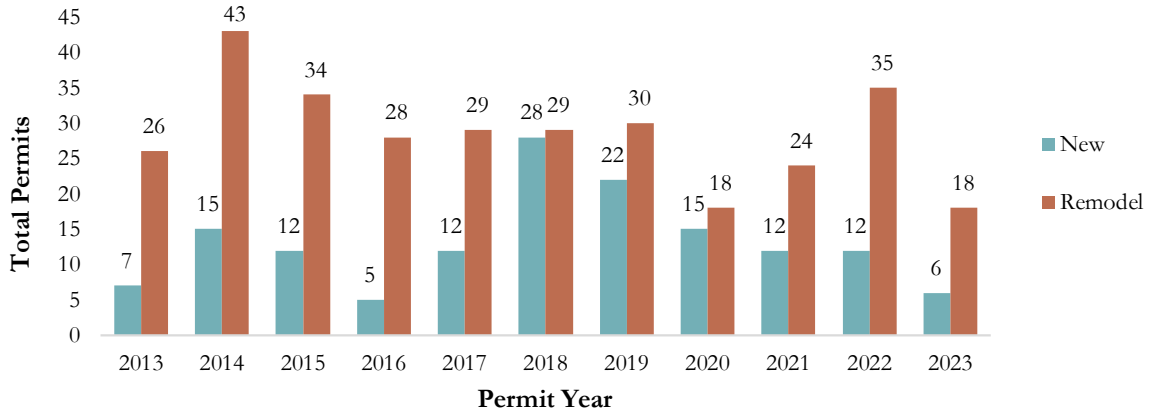


Source: City of Spokane Building Permit Database, August 2023 data export.
Notes: Includes permits for both new construction and renovation. Data for 2023 is incomplete and only includes permits issued prior to August 2023.

Most of the building permit activity that has occurred within the focus area is focused on renovation or additions to existing residential and commercial structures. Just over 30 percent of the building permits issued between 2013 and 2023 were for new construction in the focus area. There was a brief spike in building permits for new construction in 2018 and 2019 but that trend has leveled off in more recent years. West Hillyard saw roughly twice as many building permits for remodels compared to East Hillyard and the distribution of building permits for new construction is almost evenly split between West and East Hillyard.

[5] City of Spokane: Year End Permit Report, December 2022 (https://static.spokanecity.org/documents/business/statistics/2022/2022-building-permit-activity-summary-december-year-end.pdf)

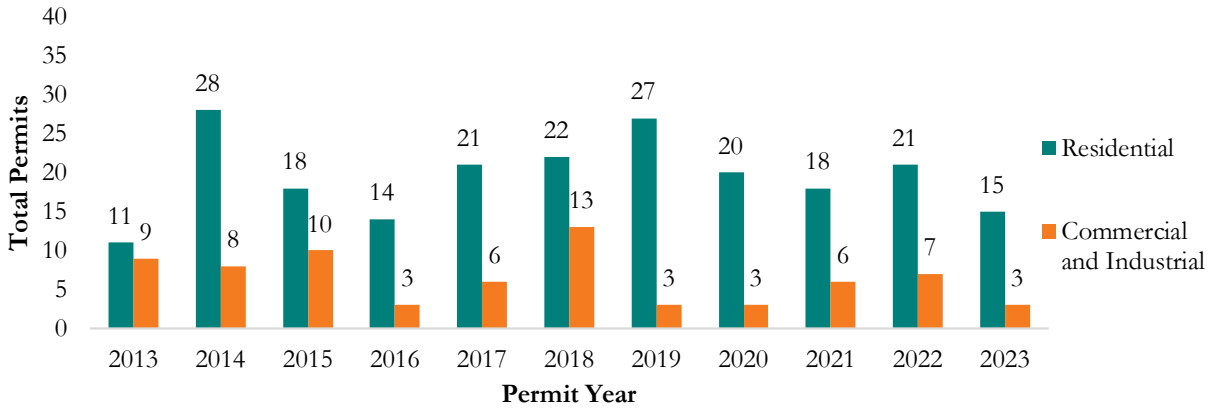
Figure 17. Focus Area Building Permit Activity, New and Remodel, 2013-2023



Source: City of Spokane Building Permit Database, August 2023 data export.
Note: Data for 2023 is incomplete and only includes permits issued prior to August 2023.

The majority of the building permit activities in the focus area have taken place in West Hillyard, accounting for just over 60 percent of the total building permits. The building permits issued in West Hillyard tend to skew more heavily toward residential development, accounting for 75 percent of the total building permits issued in this area. The figure below shows the total number of permits issued each year, for both new construction and renovation of existing structures, broken out by residential and commercial/industrial development.

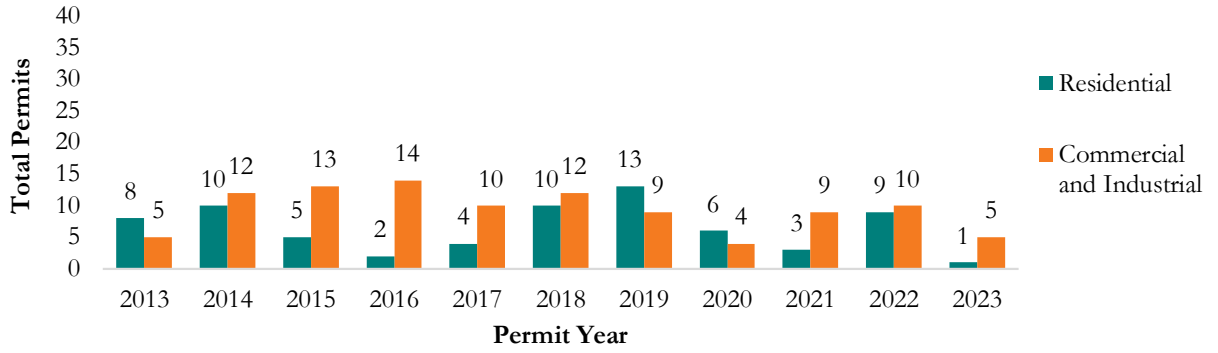
Figure 18. West Hillyard Building Permits, Commercial and Residential, 2013-2023



Source: City of Spokane Building Permit Database, August 2023 data export.
Notes: Includes permits for both new construction and renovation. Data for 2023 is incomplete and only includes permits issued prior to August 2023.

Conversely, building permits issued in East Hillyard tend to skew more heavily toward commercial and industrial development. Just under 60 percent of the building permits issued in East Hillyard were for new construction or renovations/additions to existing commercial and industrial structures. East Hillyard is home to the Yard and Wellesley Business District, two commercial/industrial hubs in the focus area, so it is not surprising that recent building permit activity in this area has been more focused toward commercial/industrial development. In comparison, an average of just under 20 residential building permits have been issued per year in West Hillyard compared to around seven residential building permits per year in East Hillyard.

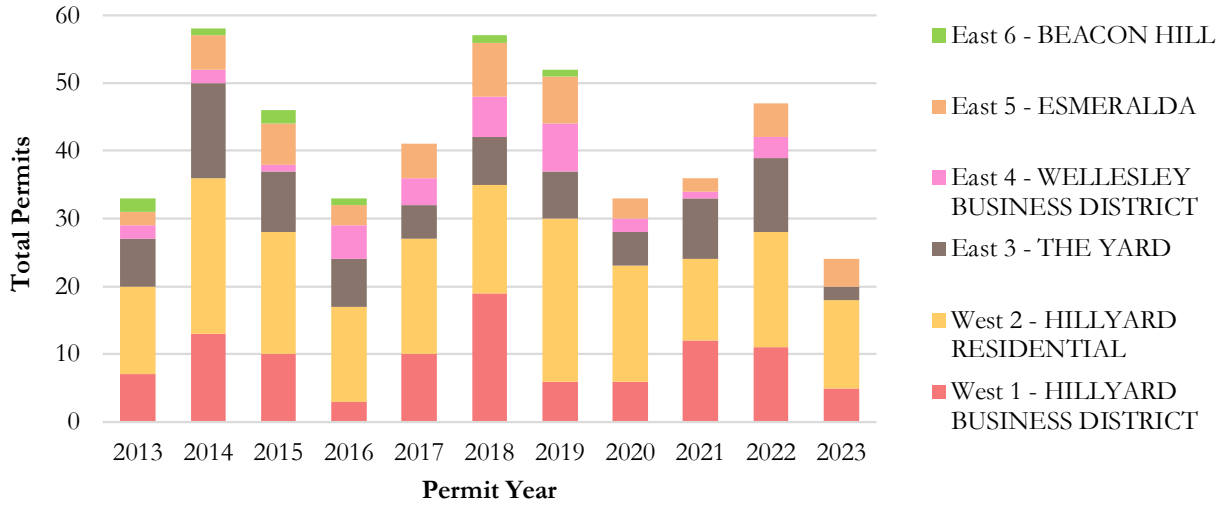
Figure 19. East Hillyard Building Permits, Commercial and Residential, 2013-2023



Source: City of Spokane Building Permit Database, August 2023 data export.
Notes: Includes permits for both new construction and renovation. Data for 2023 is incomplete and only includes permits issued prior to August 2023.

The figure below further breaks down recent building permit activity into the six plan areas within the Hillyard focus area. Roughly 40 percent of all building permits issued between 2013 and 2023 took place in Hillyard Residential (Plan Area 2). Hillyard Business District (Plan Area 1) accounts for about 22 percent of the building permit activity in the focus area and roughly 18 percent of the building permit activity took place in The Yard (Plan Area 3). Beacon Hill (Plan Area 6) had the lowest number of building permits issued during this time period.

Figure 20. Total Building Permit Activity by Plan Area, 2013-2023



Source: City of Spokane Building Permit Database, August 2023 data export.
Notes: Includes permits for both new construction and renovation. Data for 2023 is incomplete and only includes permits issued prior to August 2023.

Figure 21 shows the residential and commercial building permit activity that took place between 2013 and 2023 in each of the six plan areas. The building permit activity in Hillyard Residential (Plan Area 2) skews heavily towards residential development, Hillyard Business District (Plan Area 1) and The Yard (Plan Area 3) skew slightly towards commercial development, and Wellesley Business District (Plan Area 4), Esmeralda

(Plan Area 5) and Beacon Hill (Plan Area 6) saw a mix of both residential and commercial building permit activity.

Figure 21. Residential and Commercial Building Permit Activity by Plan Area, 2013-2023



Source: City of Spokane Building Permit Database, August 2023 data export.
Notes: Includes permits for both new construction and renovation. Data for 2023 is incomplete and only includes permits issued prior to August 2023.

Residential Market

The median gross rent, the midpoint between the highest and lowest rents, was slightly lower in the focus area than the city-wide median gross rent for Spokane. East Hillyard has a notably higher median gross rent than West Hillyard but is also a much smaller sample since most housing units are owner occupied in this part of the focus area. Median housing costs and monthly mortgage payments were also lower in the focus area when compared to the City of Spokane. The median value of the housing units in the focus area at $160,739 is also significantly lower in the focus area compared to the City of Spokane ($236,300). The median housing costs referenced in this report come from the U.S. Census Bureau and represent a five-year average of survey data collected between 2017 and 2021. The lag in the reported housing costs likely underrepresent

the present day cost of housing in this focus area. The impacts of COVID-19 pandemic and tight housing market in Spokane continue to put pressure on the housing market and drive-up housing costs throughout the city.

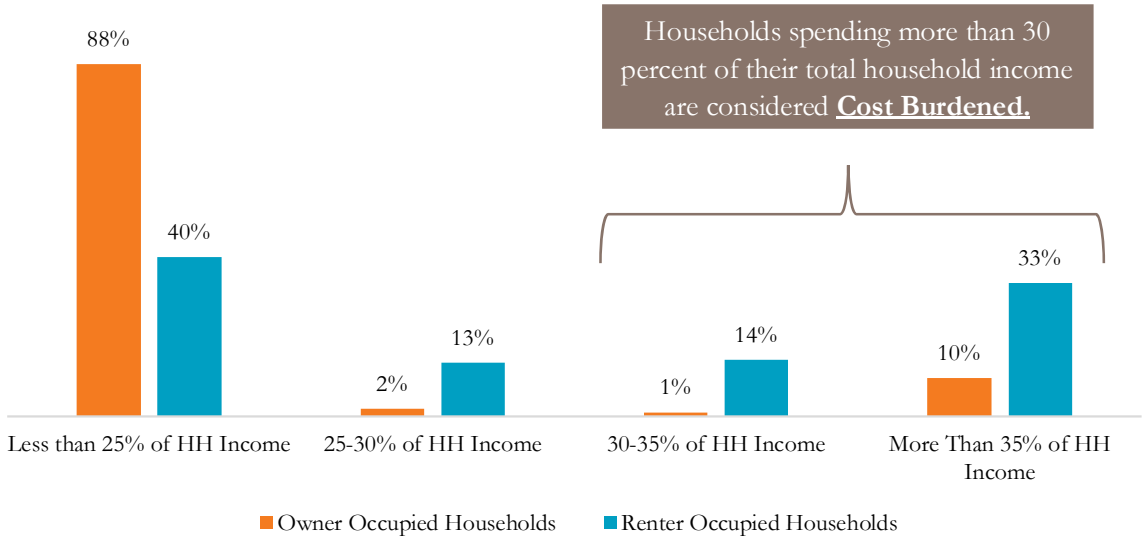
Figure 22: Median Housing Cost

Item	Spokane City	Focus Area	West Hillyard	East Hillyard
Median Gross Rent / month	$956	$949	$857	$1,125
Median Ownership Costs (w/Mortgage) / month	$1,417	$1,111	$1,047	$1,234
Median Ownership Costs (No Mortgage) /month	$504	$471	$463	$486
Median Value	$236,300	$160,739	$152,889	$175,800

Source: U.S. Census Bureau, American Community Survey 5-Year Estimates (2017-2021)

Households who spend more than 30 percent of their total income on housing costs are considered to be cost burdened. Spending a larger portion of household income on housing limits the amount of income available for other non-discretionary spending, such as food, clothing and transportation. Roughly 26 percent of all households in the focus area are considered cost burdened. Renter occupied households are more than four times as likely to be cost burdened compared to owner occupied households and nearly half (47 percent) of all renter occupied households in the focus area meet the definition of cost burdened. This suggests that there is a need for additional affordable housing, specifically affordable rental housing, in and around the focus area.

Figure 23: Monthly Housing Costs as a Percent of Household Income in Focus Area

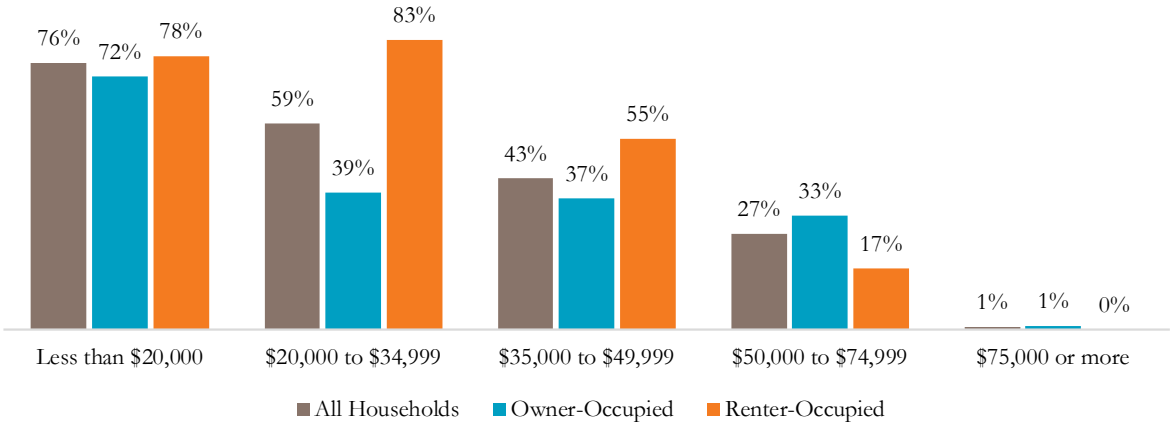


Source: U.S. Census Bureau, American Community Survey 5-Year Estimates (2017-2021)

Households that make less than $35,000 per year account for 62 percent of the total cost burden households in the focus area. In order to meet the needs of this segment of the population and for these households to no longer be cost burdened, monthly housing costs would need to be under $900/month. Depending on household size, the majority of cost burdened households in the focus area would likely qualify under the low

(80 percent AMI) or very low (50 percent AMI) income limits published by the Department of Housing and Urban Development (HUD).[6]

Figure 24. Cost Burdened Households by Household Income and Tenure in Focus Area

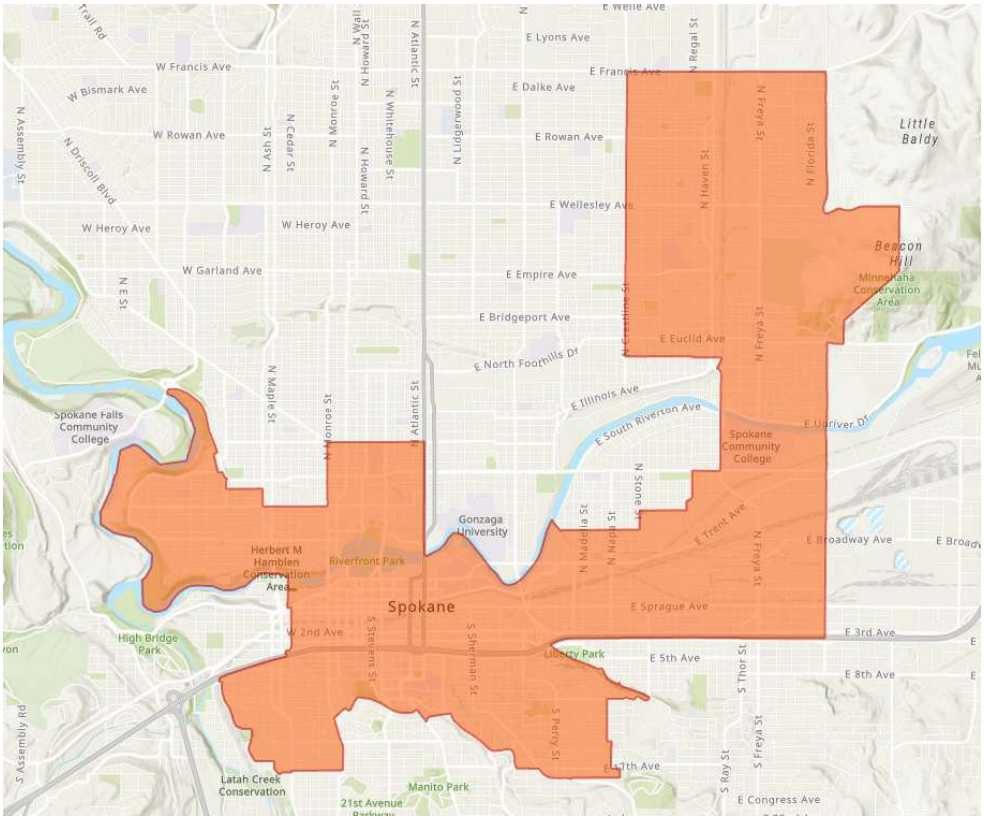


There are a number of planned residential developments in the focus area that have the potential to change the character of the residential market. Specifically, a large planned residential development in Beacon Hill (Plan Area 6) could potentially add 600 new residential units over the next 20-30 years.[7] This planned development would include of mix of single family and multi-family housing units and would be priced for middle class and upper middle-class households. A large portion of Beacon Hill (Plan Area 6) is a Qualified Opportunity Zone which has helped attract development activity and contribute to the financial feasibility of projects in this area.

[6] HUD FY 2024 Income Limits for Spokane, WA HUD Metro FMR Area (https://www.huduser.gov/portal/datasets/il.html)

[7] Based on interview with Pete Rayner on November 14, 2023.

Figure 25. Spokane's Qualified Opportunity Zones



Source: City of Spokane (https://my.spokanecity.org/economicdevelopment/incentives/qualified-opportunity-zones-and-funds/)

Commercial Market

The focus area has a long history of commercial and industrial uses. The North Spokane Corridor project, which will connect US 395 to the I-90 and bisect the focus area, has the potential to spur additional commercial and industrial development in this area by increasing ease of access to regional freight corridors. This increased accessibility and activity in the focus area could also be the impetus for more localized infrastructure improvements, such as street paving and storm water drainage system upgrades, which would make this area even more attractive for future commercial and industrial development. There is also an opportunity in the Hillyard Business District (Plan Area 1) and Wellesley Business District (Plan Area 4) for both new commercial development as well as the redevelopment of existing commercial structures. Mixed use and transitional zoning designations in these areas also provide the opportunity for a mix of commercial and residential development in the Wellesley Business District (Plan Area 4) that could take advantage of residential development that is planned in Beacon Hill (Plan Area 6) and other residential development happening just north of the study area.

Legacy industrial and manufacturing uses, specifically around the southern and eastern limits of the focus area may have contributed to contamination of the soils and groundwater, which could pose as a barrier for future commercial development in these areas. These potential environmental liabilities can complicate property reuse and redevelopment and result in increased project costs and delays in development.

4. Development Forecast

Key Findings

The team estimated population, employment, and housing forecasts to model the demand for residential and commercial land in the focus area. Those development forecasts were then compared with the comprehensive property inventory to determine whether there is an adequate available land supply to accommodate projected demand. For the purpose of this study, available land supply includes both undeveloped land, defined as sites that do not have existing buildings or structures, and unoccupied land, defined as sites with existing buildings or structures but do not have an occupant/tenant.

- **Overall, there is enough available land in the focus area to accommodate projected demand (surplus of 515 acres).** The focus area has a total of 622 acres of undeveloped and/or unoccupied land, which is adequate to meet the combined commercial and residential demand of 108 acres over the next 10 years.
- **There is adequate land supply to accommodate commercial development in the focus area.** When looking at land that currently allows for commercial and industrial activities, there will likely be a surplus of 430 acres of undeveloped or unoccupied land in the focus area to accommodate future employment growth. This includes available land supply that is currently zoned to allow residential, as well as commercial uses.
- **Adequate available land supply exists to accommodate residential development in the focus area.** There is just over 230 acres of undeveloped or unoccupied land that could accommodate some form of residential development within the focus area. This would meet the forecasted need for 73 acres of residential development. This includes available land supply with a zoning designation that allows for residential, as well as commercial uses.
- **Opportunity sites offer 217 acres of available land supply that could accommodate roughly eight percent of the residential demand and all the commercial demand.** In a separate property inventory process, Stantec identified 22 opportunity sites within the focus area based on an array of site, ownership, and land use characteristics. The parcels identified also have low Improvement to Land Value Ratios (ILVR). The ILVR is calculated based on property tax records and is a metric commonly used to identify parcels that are under-utilized from a development perspective (these are properties where the land is worth more than the structures/improvements they possess).

The findings described above make a strict comparison between acreage that is in demand and acreage that is available as land supply. However, it is important to note the following caveats to these estimates.

- The available land estimates are duplicated between residential and commercial because some of the zoning districts allow both activities. If residential development outpaces commercial development and "uses-up" the majority of the available land supply, there would be less commercially zoned land available to meet demand. Similarly, if commercial development quickly absorbs much of the available land supply, there will be less land available for residential development. Overall, there is still a surplus of available land supply when compared to overall demand for land in the focus area.
- Not all parcel sizes and shapes will be conducive to development depending on the size of the project being considered. Land assembly may be needed to ensure adequate parcel size.

- Not all available parcels are easily developed. For example, parcels with existing unoccupied buildings or structures may limit development potential and/or impose higher development costs to redevelop. Properties on potential contaminated sites could also face higher development costs.
- Private owners of unoccupied or undeveloped properties may be unwilling or uninterested in developing their land. There are also a number of planned developments within the study area boundaries that have yet to materialize but have the potential to impact land availability going forward.

Methodology

Demographic, employment, and housing trends (summarized in Section 2) were used to forecast expected development for industrial, commercial, and residential needs in the focus area.

Forecasted population change along with existing housing conditions and overcrowding statistics were used to estimate the forecasted need for new residential units within the focus area. The residential housing need was then translated from housing units into total acreage using floor area ratios (FAR) based on unit type and average unit size. Forecasts were further refined by applying an estimated capture rate that was specific to the focus area geography.

Figure 26: Sources Used for Residential Development Forecast

Item	Source
Current Estimate of Housing Units	Policy Map Data Exported (1/24/24). Compilation of secondary data sources specific to the Hillyard Subarea Plan focus area boundaries.
New Units Needed Due to Population Change	Population and demographic estimates and projections were sourced from the Washington State Office of Financial Management Forecasting and Research Department (2020-2050)
New Units Needed Due to Housing Condition	Estimated as the average of three indicators applied as a percent to the sum of occupied units and units on the market: housing stock built before1950 occupied units lacking kitchen and plumbing facilities, and all units that are mobile homes. 2021 ACS 5-Year Estimates.
New Units Needed Due to Overcrowding	Overcrowding is defined by Census and HUD as homes with more than one occupant per room. Severe overcrowding is defined as more than 1.5 occupants per room. Rooms are defined as the total number of rooms, not just the bedrooms. 2021 ACS 5-Year Estimates
New Residential Construction (2020-2023)	New residential units are counted as those that result in a new unit (or units) calculated within the focus area. City of Spokane Building Permit Database
Focus Area Capture Rates	Interviews with real estate and local area experts informed capture rate estimates, which were used to refine estimated residential housing need within the focus area boundaries.

Employment characteristics, such as worker and job locations, and published industry specific job forecasts from Spokane Regional Transportation Council (SRTC) informed the estimates for commercial and institutional space needs. Building permit data was compared with changes in population to understand historical trends in construction that are relevant to the focus area. Local real estate experts were also interviewed to better understand the current market for residential and commercial development and how much of the forecasted demand could be captured within the focus area.

Figure 27: Sources Used for Commercial Development Forecast

Item	Source
Labor Force + Employment Trends	Workforce estimates and projections, unemployment rates, occupational data and industry forecasts primarily sourced from the State of Washington Employment Security Department and Spokane Regional Transportation Council
Existing Inventory	An Area Wide Plan (AWP) land analysis conducted by Stantec to estimate the total area withing the AWP boundaries, how that land is zoned and what portion of that land is undeveloped, or unoccupied.
Commercial Space Needed to Accommodate Job Growth	Estimated based on area and industry specific job projections and commercial land use assumptions developed by Economic Planning Systems for a separate report. Demand for commercial space is then translated into acreage using industry specific floor area ratios (FAR).
Focus Area Capture Rates	Interviews with real estate and local area experts will inform capture rate estimates, which will be used to refine estimated commercial need within the focus area boundaries.

Land Supply in the Focus Area

The focus area contains a total of 1,700 acres of land and roughly 20 percent or 622 acres of land is either undeveloped or occupied and considered as available land supply for this study. Available land supply calculations include undeveloped land without structures and unoccupied land that may include existing but unoccupied structures. Roughly one third of the available land supply within the focus area is zoned as Residential Single Family (RSF), which allows for low-density single-family development with a minimum of four and maximum of ten dwelling units per acre.

Roughly 38 percent of the available land supply in the focus area allows for commercial development, 38 percent allows for industrial uses and 37 percent of the available land supply allows for residential uses. These three categories exceed 100 percent because many of the zoning districts in the focus area allow for a combination of commercial, industrial and/or residential development. All zoning designations within the focus area that allow for industrial uses also allow for commercial use and the only zoning districts that exclusively allow for commercial use are Neighborhood Retail (NR) and Office (O) districts. There are four zoning districts present in the focus area that exclusively allow for residential development (RSF, RTF, RMF and RHD).

Figure 28: Land Supply in Focus Area by Zone

Zoning Designations	Total Land Area	Undeveloped Land (no structures)	Unoccupied Land (no tenant on property)	Available Land Supply
	a	*b*	*c*	*d=b+c*
Center and Corridor Type 1 (CC1)	21.1	4.8	2.2	7.0
Center and Corridor Type 2 (CC2)	27.5	7.1	0.0	7.1
General Commercial (GC)	9.5	5.8	0.0	5.8
Heavy Industrial (HI)	224.7	106.6	0.6	107.3
Light Industrial (LI)	264.7	103.0	5.3	108.3
Mixed Use Transition (CC4)	20.1	0.6	0.0	0.6
Neighborhood Retail (NR)	3.3	0.4	0.0	0.4
Office (O)	7.9	1.6	0.0	1.6
Residential High Density (RHD)	8.1	0.3	0.0	0.3
Residential Multifamily (RMF)	12.3	7.5	0.0	7.5
Residential Single-Family (RSF)	556.3	205.3	0.0	205.3
Residential Two-Family (RTF)	55.0	3.4	0.0	3.4
Unknown	177.0	167.0	0.0	167.0
Total	**1,387.6**	**613.6**	**8.2**	**621.7**

Source: Stantec Field Observations

In West Hillyard, over 64 percent of the available land supply allows for residential development, just over 52 percent allows for commercial development and 45 percent allows for industrial development. West Hillyard also includes just over 14 acres of available land that is zoned for mixed use (CC1 and CC2) and allows for residential, commercial and some limited industrial uses. Both CC1 and CC2 zoning designations promote redevelopment that is pedestrian oriented while still accommodating some automobile traffic. Incentives offered in these mixed-use zoning designations allow for higher floor area ratios (FARs) in exchange for the provision of greater public amenities as land is developed or redeveloped.[8]

Figure 29. Land Supply in West Hillyard by Zone

Zoning Designations	Total Land Area	Undeveloped Land (no structures)	Unoccupied Land (no tenant on property)	Available Land Supply
	a	*b*	*c*	*d=b+c*
Center and Corridor Type 1 (CC1)	21.1	4.8	2.2	7.0
Center and Corridor Type 2 (CC2)	27.5	7.1	0.0	7.1
General Commercial (GC)	6.8	3.1	0.0	3.1
Heavy Industrial (HI)	0.0	0.0	0.0	0.0
Light Industrial (LI)	0.4	0.4	0.0	0.4
Mixed Use Transition (CC4)	20.1	0.6	0.0	0.6
Neighborhood Retail (NR)	3.3	0.4	0.0	0.4
Office (O)	7.9	1.6	0.0	1.6
Residential High Density (RHD)	8.1	0.3	0.0	0.3
Residential Multifamily (RMF)	5.8	0.9	0.0	0.9
Residential Single-Family (RSF)	195.3	5.6	0.0	5.6
Residential Two-Family (RTF)	55.0	3.4	0.0	3.4
Unknown	18.3	8.2	0.0	8.2
Total	**369.6**	**36.5**	**2.2**	**38.7**

Source: Stantec Field Observations

The available land supply in East Hillyard is predominately zoned for industrial uses, both heavy industrial (HI) and light industrial (LI), or low-density residential development (RSF). It also should be noted that the zoning designation of nearly 159 acres of available land in East Hillyard is unknown at this time. Most of the

[8] Spokane Municipal Code Section 17C.122.020 (https://my.spokanecity.org/smc/?Section=17C.122.020)

available land supply allowing for industrial uses exists in the northern part of East Hillyard (The Yard and Wellesley Business District) and available land allowing for residential uses exists in the southern part of East Hillyard (Beacon Hill).

Figure 30. Land Supply in East Hillyard by Zone

Zoning Designations	**Total Land Area**	**Undeveloped Land** (no structures)	**Unoccupied Land** (no tenant on property)	**Available Land Supply**
	a	***b***	***c***	***d=b+c***
Center and Corridor Type 1 (CC1)	0.0	0.0	0.0	0.0
Center and Corridor Type 2 (CC2)	0.0	0.0	0.0	0.0
General Commercial (GC)	2.7	2.7	0.0	2.7
Heavy Industrial (HI)	224.7	106.6	0.6	107.3
Light Industrial (LI)	264.4	102.7	5.3	108.0
Mixed Use Transition (CC4)	0.0	0.0	0.0	0.0
Neighborhood Retail (NR)	0.0	0.0	0.0	0.0
Office (O)	0.0	0.0	0.0	0.0
Residential High Density (RHD)	0.0	0.0	0.0	0.0
Residential Multifamily (RMF)	6.6	6.6	0.0	6.6
Residential Single-Family (RSF)	361.0	199.7	0.0	199.7
Residential Two-Family (RTF)	0.0	0.0	0.0	0.0
Unknown	158.8	158.8	0.0	158.8
Total	**1,018.1**	**577.1**	**5.9**	**583.0**

Source: Stantec Field Observations

Available Land Supply vs. Projected Land Demand

Overall, there will likely be demand for 108 acres of land for residential, commercial and industrial development within the focus area over the next 10 years. This estimate is based on anticipated population and employment growth within and around the focus area. We prepared or used existing employment and population forecasts to estimate land demand for commercial and residential development in the focus area. Next, we applied a capture rate to the demand in Spokane to help estimate how much of the market demand for a particular land use is likely to be absorbed in the focus area.

There is more available land supply (622 acres) within the focus area than the forecasted demand for land (108 acres). Based on Stantec's land use definitions and field observations, this report defines available land supply as undeveloped land with no structures and unoccupied land, which may include existing structures but no tenants on the property. The 622 acres of available land supply includes parcels with zoning districts that allow for residential, commercial and/or industrial development. The redevelopment of parcels that are home to existing structures may be necessary to accommodate forecasted demand. It is likely that the redevelopment of sites with existing structures may impose higher development costs than undeveloped properties. The following section compares the demand for residential, commercial, and industrial land compared to available land supply within the focus area that allows for those uses.

Figure 31: Land Supply and Demand in Focus Area (Acres) Over the Next 10 Years

Land Use	Total Land	Undeveloped Land	Unoccupied Land	Available Land Supply	Projected Land Demand	Potential Land Shortage or Surplus
	a	*b*	*c*	*d=b+c*	*e*	*f=e-d*
Residential [1]	700.4	229.0	2.2	**231.3**	**72.6**	158.7
Commercial [2]	578.8	230.0	8.2	**238.2**	**27.5**	210.7
Allows Industrial [3]	547.56	227.40	8.15	**235.55**	**7.4**	228.1
Total Unduplicated Acres [4]	**1,387.6**	**613.6**	**8.2**	**621.7**	**107.5**	**514.2**

Source: Stantec Field Observations
[1] Includes the following zoning designations: RSF, RTF, RMF, RHF, CC1, CC2, and CC4
[2] Includes the following zoning designations: GC, NR, O, LI, HI, CC1, CC2 and CC4
[3] Includes the following zoning designations: LI, HI, GC, CC1 and CC2
[4] Rows add to more than total because there is overlap between residential, commercial, and industrial uses within Spokane Municipal Code

In West Hillyard, there is just under 39 acres of available land supply which is less than the forecasted demand of just over 50 acres of combined commercial and residential land in this area. It is likely that some of this demand will be absorbed by East Hillyard, where there is a large surplus of available land. Roughly 25 acres of the available land supply allows for residential uses, 20 acres allow for commercial uses and just over 17 acres allow for industrial uses. It is important to note in West Hillyard mixed use zoning designations such as CC1, CC2 and CC4 account for a significant portion of the overall available land supply, so there may be competing interests for the same parcels that allow for residential, commercial and/or industrial development. This may be most pronounced for future residential development in West Hillyard, where nearly 60 percent, almost 15 acres, of the available residential land supply is currently zoned for mixed use development.

Figure 32. Land Supply and Demand in West Hillyard (Acres) Over the Next 10 Years

Land Use	Total Land	Undeveloped Land	Unoccupied Land	Available Land Supply	Projected Land Demand	Potential Land Shortage or Surplus
	a	*b*	*c*	*d=b+c*	*e*	*f=e-d*
Residential [1]	332.9	22.7	2.2	**24.9**	**31.8**	(6.9)
Commercial [2]	87.1	18.0	2.2	**20.2**	**17.8**	2.5
Industrial [3]	55.8	15.4	2.2	**17.6**	**1**	16.4
Total Unduplicated Acres [4]	**369.6**	**36.5**	**2.2**	**38.7**	**50.8**	(12.1)

Source: Stantec Field Observations
[1] Includes the following zoning designations: RSF, RTF, RMF, RHF, CC1, CC2, and CC4
[2] Includes the following zoning designations: GC, NR, O, LI, HI, CC1, CC2 and CC4
[3] Includes the following zoning designations: LI, HI, GC, CC1 and CC2
[4] Rows add to more than total because there is overlap between residential, commercial, and industrial uses within Spokane Municipal Code

In East Hillyard, there is 583 acres of available land supply which is just enough to meet the project land demand of about 57 acres in this area. East Hillyard is home to the largest share of the available land supply within the focus area and is also projected to see a higher demand for both residential and industrial land. The majority of the available land supply in East Hillyard is zoned for industrial uses (HI and LI) or low-density residential development (RSF).

Figure 33. Land Supply and Demand in East Hillyard (Acres) Over the Next 10 Years

Land Use	Total Land	Undeveloped Land	Unoccupied Land	Available Land Supply	Projected Land Demand	Potential Land Shortage or Surplus
	a	*b*	*c*	*d=b+c*	*e*	*f=e-d*
Residential [1]	367.5	206.3	0.0	**206.3**	**40.8**	165.6
Commercial [2]	491.8	212.0	5.9	**217.9**	**9.7**	208.2
Industrial [3]	491.8	212.0	5.9	**217.9**	**6.2**	211.8
Total Unduplicated Acres [4]	**1,018.1**	**577.1**	**5.9**	**583.0**	**56.7**	**526.4**

Source: Stantec Field Observations
[1] Includes the following zoning designations: RSF, RTF, RMF, RHF, CC1, CC2, and CC4
[2] Includes the following zoning designations: GC, NR, O, LI, HI, CC1, CC2 and CC4
[3] Includes the following zoning designations: LI, HI, GC, CC1 and CC2
[4] Rows add to more than total because there is overlap between residential, commercial, and industrial uses within Spokane Municipal Code

Commercial Development Forecast

Based on the SRTC Regional Transportation Model and employment forecast for the City of Spokane (discussed in Chapter 2), employment in the focus area is forecasted to grow at an average annual growth rate of 1.8 percent over the next 10 years. This forecasted growth rate would result in roughly 1,061 new employees within the focus area, but not all of the new employees are expected to require physical space. For example, employment in the construction and manufacturing industries often takes place at a project site or can move between different venues and does not require designated space for each individual employee. Other industries also might be supported partially by a remote workforce that does not require designated commercial space. Based on the industry specific employment forecast, this analysis assumes that approximately 85 percent or 899 of the new employees forecasted for the focus area are expected to require physical space within the focus area. Industry specific land use assumptions are then applied to the forecasted employment within the focus area to estimate the building space needed to accommodate the new employees. The total building space needed (in square feet) is then translated into the total demand for commercial and industrial acreage using an average Floor Area Ratio (FAR) for each industry. The FAR is a measurement of a building's floor area in relation to the size of the lot or parcel that a building is located on. A higher FAR indicates greater building volume relative to the size of the parcel.

Approximately 35 acres of commercial/industrial land will be needed in the focus area over the next 10 years to accommodate the physical land requirements of the projected employment growth. Roughly, 238 acres of the available land supply in the focus area allows for commercial and industrial activities based on a review of the zoning districts, which results in a surplus of 203 acres. It should be noted that the majority of the available land supply in the focus area allows for both commercial and industrial uses, and commercial development will likely be competing for the same land supply as future industrial developments.

Figure 34: 10-Year Commercial/Industrial Land Use Forecast for Focus Area

Land Use	Projected Employees Requiring Space	Space Needs per Employee (SqFt)	Building Space Needed (SqFt)	Floor Area Ratio (FAR)	Space Needed (SqFt)	Land Needed (Acres)
Office	420	250	104,884	0.30	349,613	8
Industrial/Flex Space	65	750	48,534	0.15	323,562	7
Retail	51	350	17,960	0.25	71,840	2
Accommodation/Food Services	71	300	21,173	0.50	42,347	1
Institutional	293	750	219,911	0.30	733,037	17
Total	**899**		**412,463**		**1,520,398**	**35**
Estimated Available Land Supply with Zoning that Allows Commercial, Office, Industrial Users [1]						**238**

Source: Spokane Regional Transportation Council (SRTC) Regional Transportation Model 2019-2045; Land Use Industry Assumptions Sourced from Economic & Planning Systems
[1] Includes the following zoning designations: GC, NR, O, LI, HI, CC1, CC2 and CC4

In West Hillyard there is an estimated demand for roughly 19 acres of land that allows for commercial or industrial uses. Just over 20 acres of available land supply that allows for commercial or industrial uses exists in West Hillyard, but in order to meet demand, it is likely that parcels currently zoned for mixed use development and allow for residential, commercial and/or industrial use will be needed to meet this demand. This suggests that there will be competing interests for a portion of the available land supply in West Hillyard. If residential development were to outpace commercial development in this area, it is possible that there could be a shortage of commercially zoned land supply available to meet forecasted demand in this area.

Figure 35: 10-Year Commercial/Industrial Land Use Forecast for West Hillyard

Land Use	Projected Employees Requiring Space	Space Needs per Employee (SqFt)	Building Space Needed (SqFt)	Floor Area Ratio (FAR)	Space Needed (SqFt)	Land Needed (Acres)
Office	192	250	48,038	0.30	160,128	4
Industrial/Flex Space	11	750	8,123	0.15	54,155	1
Retail	23	350	7,963	0.25	31,852	1
Accommodation/Food Services	42	300	12,704	0.50	25,408	1
Institutional	222	750	166,829	0.30	556,097	13
Total	**491**		**243,658**		**827,640**	**19**
Estimated Available Land Supply with Zoning that Allows Commercial, Office, Industrial Users [1]						**20**

Source: Spokane Regional Transportation Council (SRTC) Regional Transportation Model 2019-2045; Land Use Industry Assumptions Sourced from Economic & Planning Systems

[1] Includes the following zoning designations: GC, NR, O, LI, HI, CC1, CC2 and CC4

In East Hillyard there is an estimated demand for roughly 16 acres of available land supply that allows for commercial or industrial uses. Just under 218 acres of undeveloped and/or unoccupied land allows for commercial or industrial uses exists in East Hillyard, so there is plenty of available land supply in East Hillyard to meet the forecasted demand for commercial land in this area.

Figure 36: 10-Year Commercial/Industrial Land Use Forecast for East Hillyard

Land Use	Projected Employees Requiring Space	Space Needs per Employee (SqFt)	Building Space Needed (SqFt)	Floor Area Ratio (FAR)	Space Needed (SqFt)	Land Needed (Acres)
Office	227	250	56,845	0.30	189,485	4
Industrial/Flex Space	54	750	40,411	0.15	269,407	6
Retail	29	350	9,997	0.25	39,988	1
Accommodation/Food Services	28	300	8,469	0.50	16,939	0
Institutional	71	750	53,082	0.30	176,940	4
Total	**409**		**168,805**		**692,758**	**16**
Estimated Available Land Supply with Zoning that Allows Commercial, Office, Industrial Users [1]						**218**

Source: Spokane Regional Transportation Council (SRTC) Regional Transportation Model 2019-2045; Land Use Industry Assumptions Sourced from Economic & Planning Systems

[1] Includes the following zoning designations: GC, NR, O, LI, HI, CC1, CC2 and CC4

Need for commercial land was forecasted using TAZ level employment estimates developed for the SRTC Regional Transportation Model for 2019 and 2045 and industry level growth projections for Spokane County. Industry specific land use assumptions were then applied to employment projections to estimate the space demanded by additional employment in the focus area.

Residential Land Use Forecast

Future housing needs for new housing units in the focus area are forecasted based on estimated population growth and the assumption that additional housing units will be needed to alleviate existing overcrowding. This forecast also assumes that a portion of the existing housing units built before 1950, housing units without complete plumbing and kitchen facilities, and mobile home units will likely need to be replaced or rehabbed in the next twenty years. Recent residential construction was also taken into consideration and used to refine the 10-year housing need estimates. Additionally, estimates developed for the SRTC Regional Transportation Model helped inform the forecasted distribution of residential units by housing type (e.g. single family, duplex or multi-family housing units). The distribution of housing types is used to translate the forecasted number of residential units into an estimated demand for residentially zoned land.

Based on the forecasted population growth in the focus area and estimated housing types for future residential development, approximately 73 acres of land will be needed to develop 434 new housing units in the focus area over the next ten years. This does not include replacement or refurbishment of existing housing units. Roughly 231 acres of available land allows for residential development in the focus area, based on a review of the zoning districts. The available residential land supply in the focus area is able to meet the demand for forecasted residential development.

Market forces are changing the dynamic of residential development in the focus area and the distribution of new residential development is expected to shift from the historical trend of predominately single-family homes more toward duplex and multi-family residential development moving forward. This change in residential development type will be more pronounced in West Hillyard, which is largely built out and has a more limited supply of available residential land, compared to East Hillyard.

Figure 37: 10-Year Housing Forecast in the Focus Area

Unit Type	Current Distribution of Housing by Type [2]	Estimated Distribution of Forecasted Housing Units [3]	Gross Density (units/acre)	Acres Needed	Total Housing Units
Single-family	88%	41%	5.0	51	178
Duplex	1%	15%	8.0	11	64
3-9 Units	6%	21%	20.0	7	92
10+ Units	5%	23%	40.0	4	99
Total	**100%**	**100%**		**73**	**434**
Estimated Available Land Supply with Zoning that Allows Residential within Planning Area [1]				**231**	

[1] Includes the following zoning designations: RSF, RTF, RMF, RHF, CC1, CC2, and CC4
[2] Based on trends reported through the American Community Survey 5-year Estimates (2017-2021)
[3] Based on Spokane Regional Transportation Council (SRTC) Regional Transportation Model 2019-2045 and informed by interviews with local developers and available land inventory.

In West Hillyard there is estimated demand for roughly 32 acres of land that is zoned for residential development. Just under 25 acres of undeveloped and/or unoccupied land that allows for residential uses exists in West Hillyard. About 60 percent or just under 15 acres of the available residential land supply in West Hillyard is zoned for mixed use development (CC1, CC2 and CC4), which means that residential development in this area will likely be competing with commercial development for parcels that are zoned for mixed-use development. Mixed-use zoning designations also allow for more dense residential development (e.g. multi-family housing units) compared to lower density residential zoning districts, such as RSF and RTF which account for roughly 36 percent or about 9 acres of the available residential land supply in West Hillyard. Changing market dynamics as well as the zoning designations of the available residential land supply suggest that multi-family residential development is most likely to occur in this area. This is a shift away from the historical residential development trends in this area that have skewed heavily towards low-density, single-family development. This shift is reflected in the estimated distribution of forecasted housing units in the table below.

Figure 38: 10-Year Housing Forecast in West Hillyard

Unit Type	Current Distribution of Housing by Type [2]	Estimated Distribution of Forecasted Housing Units [3]	Gross Density (units/acre)	Acres Needed	Total Housing Units
Single-family	73%	15%	5.0	12	42
Duplex	2%	20%	8.0	10	57
3-9 Units	11%	30%	20.0	6	85
10+ Units	15%	35%	40.0	4	99
Total	**100%**	**100%**		**32**	**283**
Estimated Available Land Supply with Zoning that Allows Residential within Planning Area [1]				**25**	

[[1] Includes the following zoning designations: RSF, RTF, RMF, RHF, CC1, CC2, and CC4
[2] Based on trends reported through the American Community Survey 5-year Estimates (2017-2021)
[3] Based on Spokane Regional Transportation Council (SRTC) Regional Transportation Model 2019-2045 and informed by interviews with local developers.

In East Hillyard there is estimated demand for roughly 41 acres of land that is zoned for residential development. Just over 206 acres of undeveloped and unoccupied land that allows for residential uses exists

in East Hillyard, so there is plenty of available land supply in East Hillyard to meet the forecasted demand for residential land in this area. Based on key stakeholder interviews, existing zoning designations of the available land supply and the SRTC Regional Transportation Model, the residential development forecasted for East Hillyard is expected to largely be low-density single-family homes. This mirrors recent development trends as well as future development plans in this area.

Figure 39: Housing Forecast in East Hillyard

Unit Type	Current Distribution of Housing by Type [2]	Estimated Distribution of Forecasted Housing Units [3]	Gross Density (units/acre)	Acres Needed	Total Housing Units
Single-family	100%	90%	5.0	39	136
Duplex	0%	5%	8.0	1	8
3-9 Units	0%	5%	20.0	1	8
10+ Units	0%	0%	40.0	0	0
Total	**100%**	**100%**		**41**	**151**
Estimated Available Land Supply with Zoning that Allows Residential within Planning Area [1]				**206**	

[1] Includes the following zoning designations: RSF, RTF, RMF, RHF, CC1, CC2, and CC4
[2] Based on trends reported through the American Community Survey 5-year Estimates (2017-2021)
[3] Based on Spokane Regional Transportation Council (SRTC) Regional Transportation Model 2019-2045 and informed by interviews with local developers.

Housing Affordability

In July 2021, the City of Spokane prepared a Housing Action Plan (HAP) to identify actions to help increase housing options that create more homes for more people. The purpose of the HAP was to consider actions that promote greater housing diversity, affordability and access to opportunity for residents at all income levels in Spokane.[9]

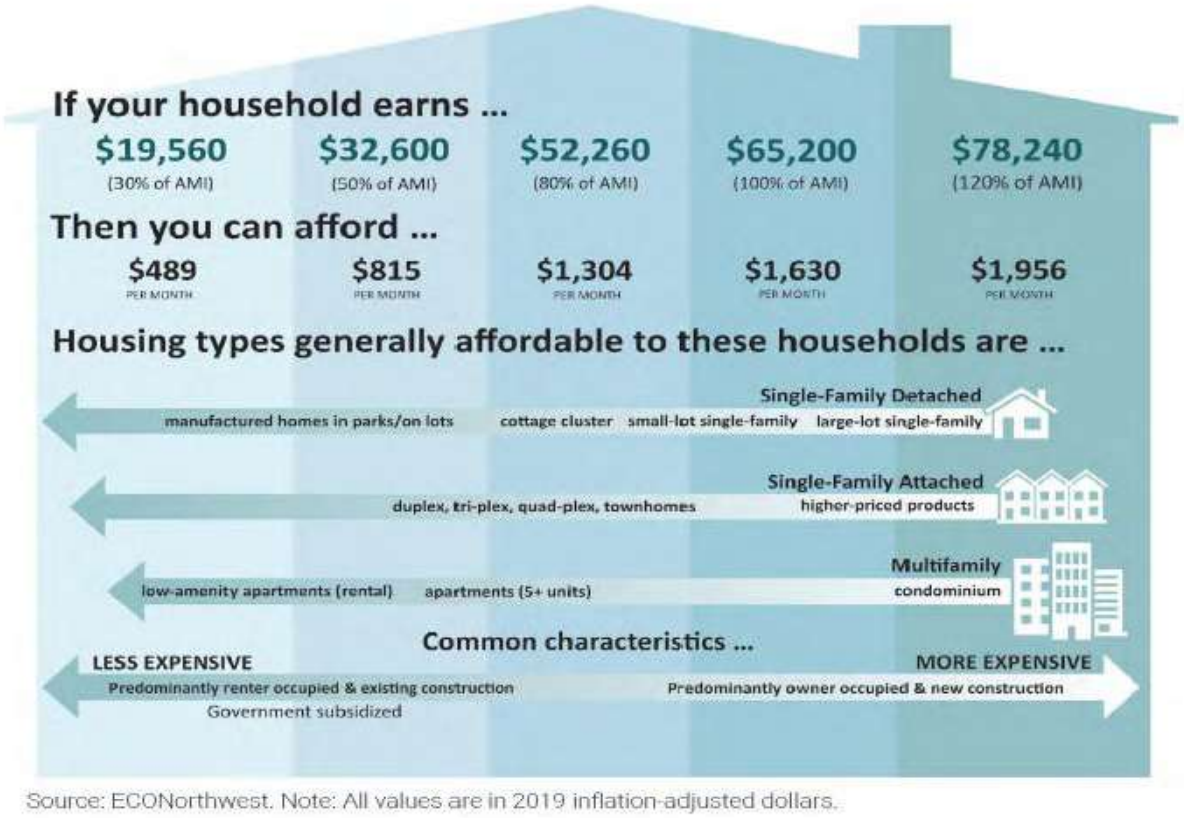
One of the priorities identified through the HAP is to "increase housing supply, options and affordability for all incomes." This priority focuses on strategies that support the construction of affordable and market-rate housing. In the focus area, 26 percent of households meet the definition of cost burdened, spending more than 30 percent of their total income on housing costs. Spending a larger portion of household income on housing limits the amount of income available for other non-discretionary spending, such as food, clothing, and transportation. Renter occupied households in the focus area are more than four times as likely to be cost burdened compared to owner occupied households and nearly half (47 percent) of all renter occupied households in the focus area meet the definition of cost burdened. This suggests that there is a need for additional affordable housing, specifically affordable rental housing, in and around the focus area.

The median household income in the focus area is $47,686, which is well below the citywide median household income of $56,977.[10] Based on the income distribution in the focus area, the development of less expensive and predominantly renter focus residential product types, such as duplex, tri-plex and low amenity apartments, could promote greater housing diversity, and housing affordability in this area.

[9] City of Spokane Housing Action Plan, July 2021. Available at: https://my.spokanecity.org/housing/spokane-housing-action-plan/

[10] U.S. Census, ACS 5-Year Estimates (2017-2021): Table S1901 Income in the Past 12 Months (in 2021 inflation adjusted dollars)

Figure 40. Financially Attainable Housing Types

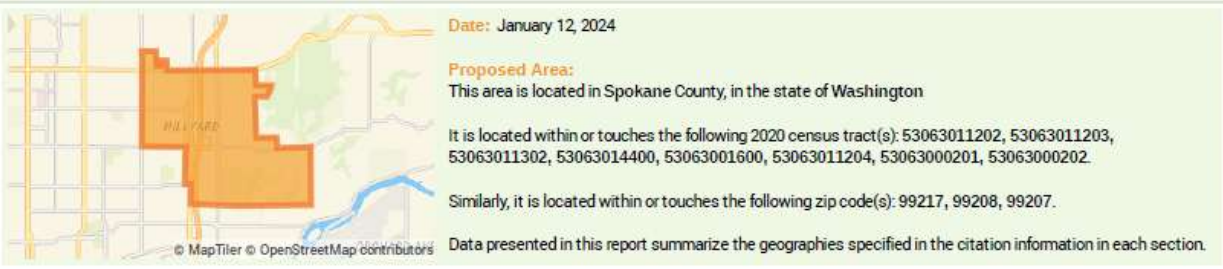


Source: ECONorthwest. Note: All values are in 2019 inflation-adjusted dollars.

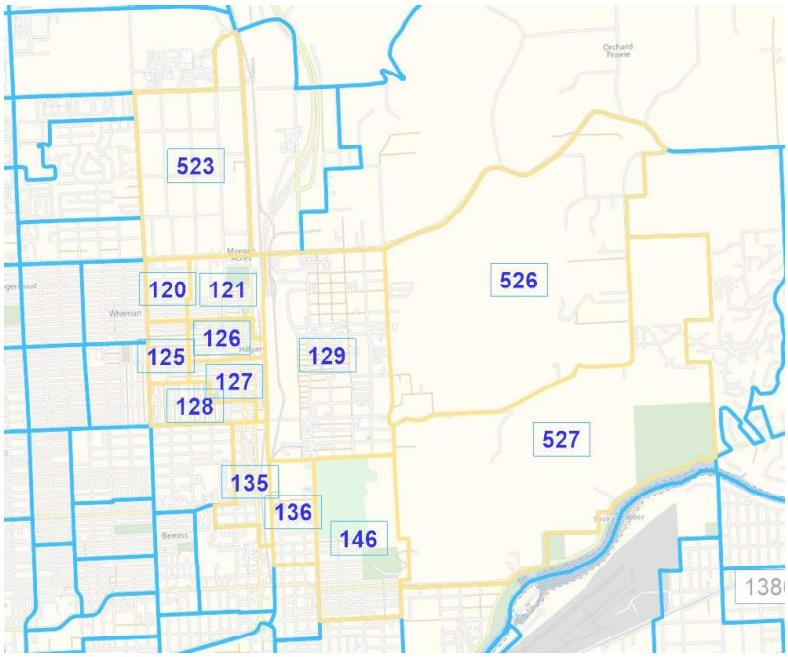
Source: City of Spokane Housing Action Plan, July 2021.

Appendix A: Geographies Used for Analysis

Policy Map Project Specific Data Export



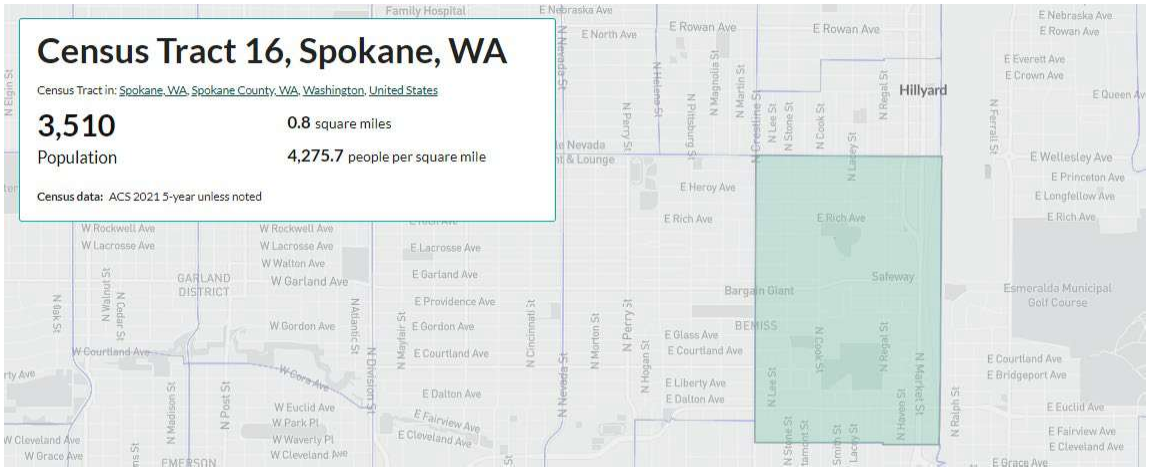
Spokane Regional Transportation Council (SRTC) Regional Transportation Model 2019-2045

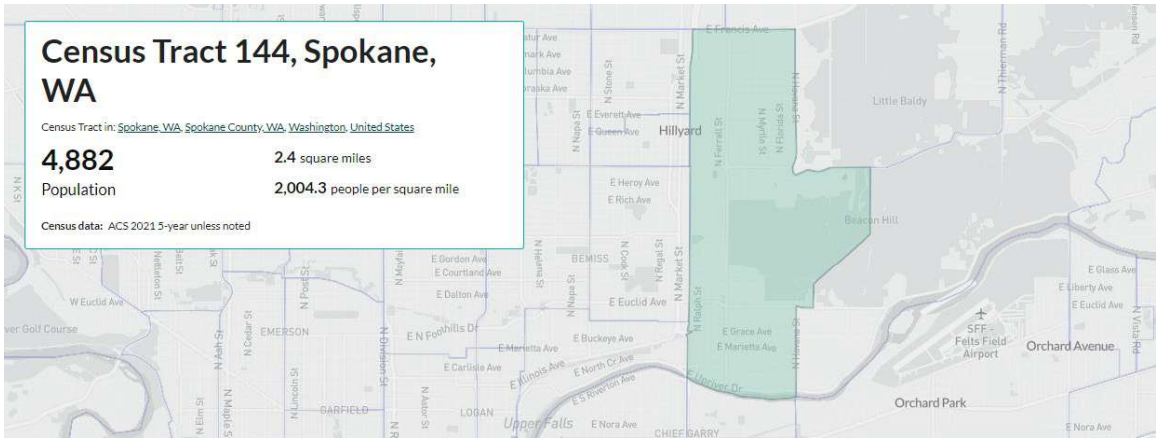


U.S. Census Bureau, Spokane Census Tracts




Census Tract 2.02, Spokane, WA
Census Tract in: Spokane, WA, Spokane County, WA, Washington, United States
1,396
Population
0.2 square miles
5,765.6 people per square mile
Census data: ACS 2021 5-year unless noted
Hillyard
© Mapbox © OpenStreetMap Improve this


Census Tract 16, Spokane, WA
Census Tract in: Spokane, WA, Spokane County, WA, Washington, United States
3,510
Population
0.8 square miles
4,275.7 people per square mile
Census data: ACS 2021 5-year unless noted
Hillyard
GARLAND DISTRICT
Bargain Giant
Safeway
BEMISS
Esmeralda Municipal Golf Course
EMERSON


Census Tract 144, Spokane, WA
Census Tract in: Spokane, WA, Spokane County, WA, Washington, United States
4,882
Population
2.4 square miles
2,004.3 people per square mile
Census data: ACS 2021 5-year unless noted
Hillyard
Little Baldy
Beacon Hill
BEMISS
EMERSON
SFF - Felts Field Airport
Orchard Avenue
Orchard Park
LOGAN
GARFIELD
Upper Falls

Appendix J

Public Financing Strategy

Economic & Planning Systems, Inc.
The Economics of Land Use

HILLYARD SUBAREA PLAN PUBLIC FINANCING STRATEGY

FINAL DRAFT REPORT

Prepared for:
City of Spokane, Washington

Prepared by:
Economic & Planning Systems, Inc.

May 28, 2025

EPS #233007

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1. Introduction

This report summarizes the analysis and recommendations of Economic & Planning Systems (EPS) regarding funding and financing strategies for the Hillyard/ Northeast Spokane Subarea Plan (Plan). The report was prepared by EPS, as subconsultant to Stantec, under contract to the City of Spokane and the Northeast Public Development Authority (NEPDA).

Background

The Plan aims to foster revitalization and development opportunities for the Wellesley Business district and the East Hillyard industrial area (aka The Yard) in the Hillyard neighborhood. The Plan's 1,740-acre Focus Area is generally bounded by Crestline Street to the west, East Wellesley/Garnet Avenue to the south, South Havana Street to the east, and East Francis Street to the north as shown in **Figure 1**.

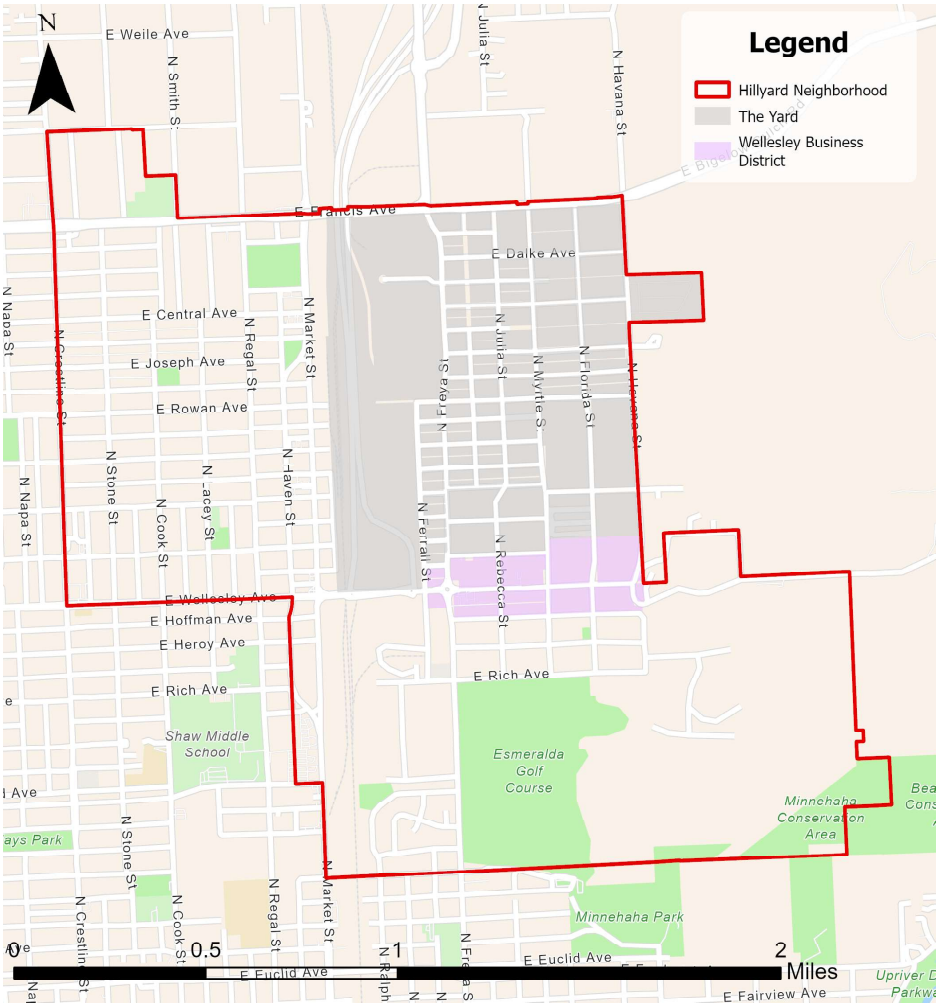


Figure 1. Hillyard Subarea

The Hillyard neighborhood contains a wide range of land uses but is predominately residential, with neighborhood commercial uses to the west of US 395, and predominately industrial to the east. Stantec has identified 53 catalyst sites with the potential for new development or redevelopment throughout the Hillyard Study Area. The catalyst sites in West Hillyard are primarily small vacant commercial parcels on Market Street and Haven Street. These properties are on completed streets and are largely expected to be able to be developed without major infrastructure investments.

A major barrier to new development in The Yard in East Hillyard is the lack of infrastructure that has stagnated investment in the area, particularly for industrial development. One of goals of the Plan is to determine how infrastructure investments in The Yard can help it capture a greater share of industrial development. Stantec has identified 20 catalyst sites within The Yard totaling 95 acres and with up to 852,000 square feet of development capacity. The Stantec Team has also identified up to $39.5 million in road and utility infrastructure improvements needed to make these properties "development ready." as shown in **Table 1.**

Table 1. The Yard Total Infrastructure Costs

Description	Cost
Potable Water Service	
Increased Standby Storage - North Hill Pressure Zone	--
Distribution & Transmission Conveyance Infrastructure	$4,450,000
Distribution & Transmission Extension	$1,850,000
Larger Diameter Network	$5,250,000
Subtotal	**$11,550,000**
Sanitary Sewer Service	
No City Costs Listed	--
Subtotal	**--**
Drainage & Stormwater Management Facilities	
Clustered Regional Facilities (Initial Phase)	$10,960,000
Clustered Regional Facilities (Buildout)	$5,475,000
Subtotal	**$16,435,000**
Broadband Service	
No City Costs Listed	--
Subtotal	**--**
Electrical Power and Natural Gas Services	
No City Costs Listed	--
Subtotal	**--**
Road Improvements	
Freya St - Wellesley Ave to Francis Ave	$1,375,000
Rowan Ave - Sycamore St to Myrtle St	$996,526
Myrtle St - Wellesley Ave to Dalke Ave	$5,652,726
Florida St - Queen Ave to Princeton Ave	$2,118,478
Local Roads - East Side Improvements	$1,100,000
Wellesley Ave - Freya St to Havana St	$226,048
Subtotal	**$11,468,778**
Total City Investment in the Yard Infrastructure	**$39,453,778**

Source: City of Spokane; Stantec; Fehr & Peers; Economic & Planning Systems

The primary funding and financing challenge addressed in this study is how to pay for the up-front infrastructure needed for The Yard to be competitive and capture its share of potential industrial development within the region.

Scope of Work

EPS was tasked with identifying funding sources and financing strategies for the roads, utilities, and other trunk infrastructure needed to make the identified catalyst sites competitive for development. The report is presented in four chapters following this Introduction and Summary of Findings as follows:

- **Market Context** – This chapter provides EPS' estimates of the absorption forecasts by asset class and by phase as inputs to the financial analysis. The estimates of development potential are based on a review of market analysis and development forecasts completed for previous tasks in the overall project and from additional analysis of industrial development trends in the Spokane region.
- **Public Financing Framework** – EPS identifies the available public financing tools that could potentially be used to build and pay for infrastructure and other public improvements including property and sales tax increment financing (TIF) and other development based sources.
- **Development Absorption and Capital Projects** – This chapter summarizes the road and utility costs for providing infrastructure to The Yard. Based on the estimated costs, the absorption projection and capital investment for a smaller Phase 1 area are described.
- **Tax Revenue Forecasts** – This chapter describes the use of a 30-year cash flow model to estimate revenues and expenses based on infrastructure cost and development revenue inputs from previous tasks. Based on identification of a substantial funding gap, EPS then identifies a phased option that reduces upfront capital investment needs commensurate with projected development capture rates.
- **Reconciliation of Sources and Uses** – This section integrates all elements of research and refines the financial model to reconcile the sources and uses of funds.

Summary of Findings

1. ***One of goals of the Subarea Plan is to determine how infrastructure investments in The Yard can improve its marketability for a greater share of the Spokane region's industrial development.***

   The Yard is largely zoned for industrial development; however, most industrial users have not considered the area because of the lack of adequate roads and utilities. Stantec has identified 20 catalyst sites within The Yard totaling 95 acres and with up to 852,000 square feet of development capacity. However, to make the area competitive for new development, the Stantec has also identified the need for up to $39.5 million in road and utility infrastructure improvements.

2. ***A Phase 1 development scenario was developed to identify reduce the amount of upfront infrastructure needed to catalyze initial development.***

   Due to large infrastructure requirements for the Yard totaling $39.5 million, which would be required to develop most of the catalyst sites within the Yard, the scope of the financial and development analysis was narrowed to an initial first phase of development to reduce the amount of upfront infrastructure needed to catalyze initial development. This initial Phase 1 area includes the southern portion of the Yard and all of the Wellesley Business District. By shifting the focus area, the known infrastructure costs were reduced from $39.5 million to $14.4 million.

3. ***A medium growth absorption forecast was used in the financial modeling to estimate industrial development capture in the Phase 1 portion of The Yard.***

   The Phase 1 area reduces the upfront infrastructure needed but still includes 14 of the 20 catalyst sites in The Yard including the largest and most marketable parcels. The medium absorption scenario is used as a basis for creating the projected absorption for the 14 catalyst sites. Projected absorption includes a total of 1.25 million square feet built over a 10-year period including approximately 650,000 square feet of industrial in the Yard and 600,000 square feet of mixed-use development in the Wellesley Business District.

4. ***The primary financing source for financing needed infrastructure in The Yard is tax increment financing as currently enabled for NEPDA.***

   The primary funding tool anticipated to be used for funding redevelopment costs within The Yard is tax increment financing (TIF). The City of Spokane established a TIF District in 2019 for property within NEPDA. NEPDA receives City and County property tax TIF, City sales tax TIF, as well as one-time tax on new construction [New Construction Sales Tax (NCST)] from both the City and County. NEPDA receives 75 percent of the TIF on new development with the remainder retained by the taxing entities. Other taxing districts that can be considered for funding a portion of the needed infrastructure include Local Improvement Districts (LIDs) and Public Utility Districts (PUDs). Other financing districts enabled in the state that could be used to help with redevelopment and infrastructure funding are LIFT (Local Infrastructure Financing Tool), which uses state sales tax funds, and one-time funding for public infrastructure through the CERB (Community Economic Revitalization Board).

5. ***A pro forma model was created to analyze Phase 1 revenues and expenses over a 30-year financing timeframe to determine project feasibility and identify the remaining funding gap.***

   In this model, the project is evaluated on both a levered and unlevered basis to estimate the funding gap. A third scenario explored evaluates the removal of stormwater costs altogether as it is the most expensive and serves a larger area-wide function. Revenues include property and sales tax increment and NCST. Infrastructure expenses totaling $14.4 million included three road projects (Freya Street from Wellesley Avenue to Rowan Avenue, Rowan Avenue from Freya Street to Florida Avenue, and Florida Street from Queen Avenue to Princeton Avenue); three water distribution lines along Freya Street, Rowan Avenue, and Florida Street; and Phase 1 of a clustered regional stormwater facility.

6. ***Infrastructure revenue bonds are recommended as a means to generate sufficient revenues needed to build the Phase 1 needed infrastructure projects. However, a substantial funding gap remains.***

   In a levered scenario over a 30-year period, NEPDA operating costs are projected to total $21.38 million and total revenues are projected to total $39.48 million, resulting in a net operating income (NOI) of $18.1 million. Bond Debt Service Payments would total $35.59 million. This results in an overall Debt Service Coverage Ratio (DSCR) of 0.51, which indicates that not enough revenue would be generated to cover the debt obligations. To achieve a DSCR of 1.25, an additional $26.38 million in funding sources would be needed. If the Phase 1 clustered regional stormwater facility were to be removed, the DSCR increases to 0.90 and the funding gap decreases to $6.96 million to achieve a DSCR of 1.25.

7. ***The financial pro forma model can continue to be used by the City and NEPDA to consider additional funding and financing options.***

   The Phase 1 Financial Model is a work in progress. The scenarios tested demonstrate that a financing plan based on using the existing NEPDA sources of TIF revenues have the potential to cover a substantial portion of the infrastructure needed to develop the catalyst sites in The Yard. Nevertheless, there is still a funding shortage regardless of the scenarios presented. The City and NEPDA will need to identify one or more additional funding sources, and/or evaluate an even smaller initial phase of development that further reduces upfront infrastructure investments. The financial pro forma model can be used to test other scenarios and/or variations in financing approach. It can also be used to incorporate other revenue sources including any grants that the City may ultimately receive.

2. Market Context

This Chapter summarizes market conditions in the Hillyard Subarea and The Yard focus area. This includes a review of market projections completed in earlier phases of the subarea planning process, as well as additional analysis of industrial development trends in the Spokane market from 2000 to 2024. Based on this analysis, EPS developed three alternative absorption forecasts for industrial uses in The Yard.

Agnew Beck Market Study

Agnew Beck (AB), as a subconsultant to Stantec, completed a market study as input to the Subarea Plan land use analysis in February 2024. The market study included forecasts for all land use categories for the larger Hillyard Subarea. EPS evaluated the AB Market Study with a focus on industrial trends and forecasts as most relevant to the funding and financing strategy for The Yard.

Based on the AB market data, overall job growth in Hillyard has been strong when compared to the City of Spokane as a whole. Based on historical trends, AB projected an increase of 1,061 jobs in Hillyard over the 2023-2033 time period, which equates to 2.2 percent average annual growth.

AB converted this job growth to a demand for 48,534 square feet of industrial space and a total of 412,463 square feet of commercial space. EPS determined the development projection for industrial space to be conservative as it is based on historical construction and does not consider the potential of the area if infrastructure investments are made to make the area more "development ready" and competitive for a share of regional growth.

Hillyard has 622 acres of undeveloped or unoccupied land with the capacity to accommodate a greater amount of development than the 108 acres of residential and commercial development forecast over the next 10 years. Much of this is in The Yard, which has 218 acres of land supply available for commercial development (including industrial) and 206 acres of land supply available for residential development. With proper infrastructure investments, much of this land could be developed with industrial and flex uses.

Spokane Industrial Market

EPS conducted additional market analysis focused on industrial and flex uses within the Hillyard Subarea and the Spokane region in order to provide an alternative growth forecast. The Spokane market has seen steady growth since 2010 in industrial and flex space inventory. From 2010 to 2024, the City of Spokane added 4.5 million square feet of industrial and flex space, as shown in **Table 2**.

The Hillyard neighborhood has seen little growth over the same time period, gaining 93,887 square feet of inventory. In spite of the industrial character of the area, it is currently a relatively small component of the industrial market, accounting for less than 1.0 percent of the total inventory.

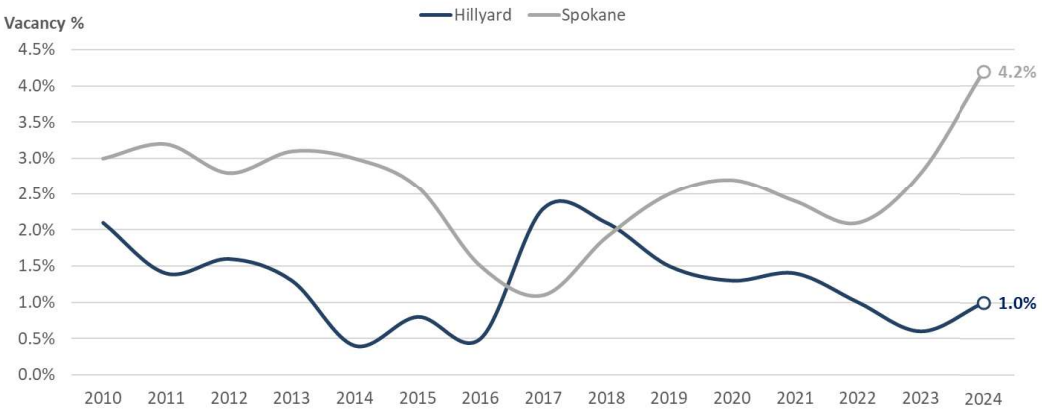
Table 2. Industrial and Flex Inventory, 2010 to 2024 Q2

Description	2010	2015	2019	Q2 2024	2010-2024 Total	2010-2024 Ann. #	2010-2024 Ann. %
Inventory (Sq. Ft.)							
Hillyard	1,853,059	1,877,516	1,943,046	1,946,946	93,887	6,706	0.4%
Spokane	33,014,456	34,568,086	35,069,069	37,550,366	4,535,910	323,994	0.9%

Source: CoStar; Economic & Planning Systems

In terms of vacancy rates, the City of Spokane – and more specifically Hillyard – have maintained very low vacancy rates from 2010 to 2024 while adding inventory, which suggests that the market would respond well to additional inventory. While Hillyard itself has not added much inventory, a vacancy rate of 1.0 percent in 2024, as shown in **Figure 2**, suggests that new inventory would likely be supported.

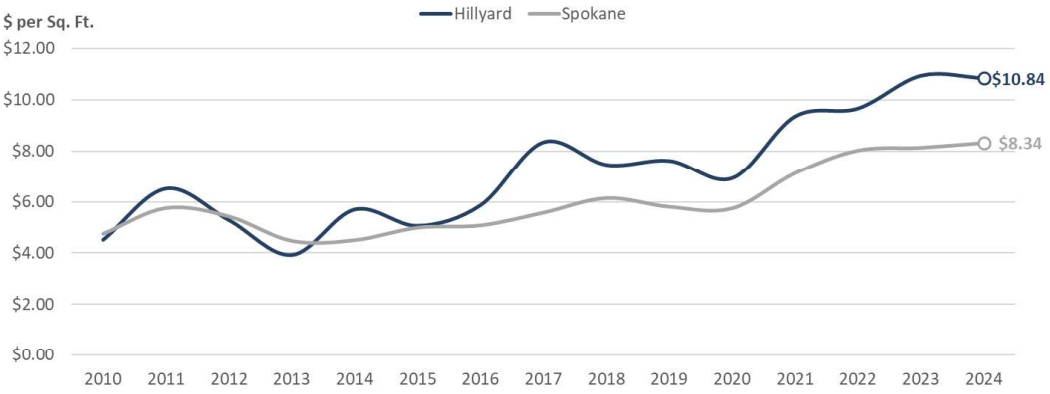
Figure 2. Industrial and Flex Vacancy Rate, 2010 to 2024 Q2



Source: CoStar; Economic & Planning Systems

Average rental rates in the Hillyard Subarea increased by $6.34 per square foot from 2010 to 2024, as shown in **Figure 3**. In the city as a whole, the average rental rate increased by only $3.59 per square foot over the same time period, or about half of the Hillyard's growth.

Figure 3. Industrial and Flex Rental Rate, 2010 to 2024 Q2



Source: CoStar; Economic & Planning Systems

Comparable Subareas

The Hillyard Subarea, and more specifically "The Yard," is well located to attract future growth of industrial and flex space should it invest in the road and utility improvements needed to make the area competitive with other industrial development locations in the region. As a basis for estimating the level of growth possible. EPS tracked historical growth in other industrial areas in the regional including the Spokane Valley subarea, east of the City of Spokane, the West Plains Subarea, located near the Spokane International Airport, and the East Central Neighborhood, located south of the Hillyard Subarea.

West Plains has seen the most explosive growth, nearly doubling its inventory from nearly 4.4 million square feet in 2010 to over 8.4 million square feet in 2024, as shown in **Table 3**. The other subareas have seen modest growth that is consistent with the City of Spokane as a whole, all of which have experienced average annual growth ranging from 0.9 percent to 1.0 percent per year.

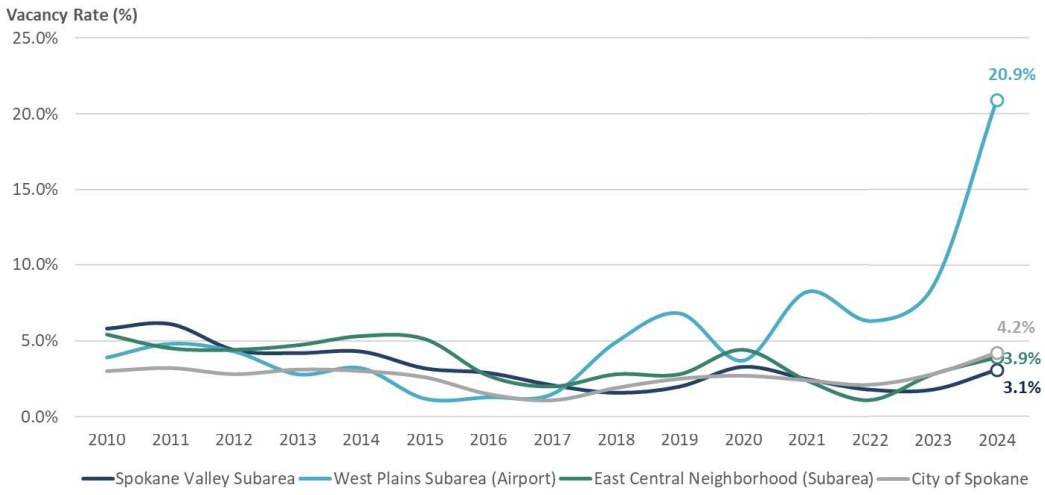
Table 3. Industrial and Flex Subareas Inventory, 2010 to 2024 Q2

Description	2010	2015	2020	Q2 2024	2010-2024 Total	2010-2024 Ann. #	2010-2024 Ann. %
Inventory (Sq. Ft.)							
Spokane Valley Subarea	23,418,958	23,566,021	24,546,032	26,946,216	3,527,258	251,947	1.0%
West Plains Subarea (Airport)	4,351,206	5,713,144	6,505,406	8,440,922	4,089,716	292,123	4.8%
East Central Neighborhood (Subarea)	7,631,935	8,021,833	8,544,673	8,608,289	976,354	69,740	0.9%
City of Spokane	33,014,456	34,568,086	35,779,669	37,550,366	4,535,910	323,994	0.9%

Source: CoStar; Economic & Planning Systems

The subarea with the highest vacancy rate in 2024 was West Plains with a vacancy rate of 20.9 percent, as shown in **Figure 4**. This is likely a result of new inventory being completed as over 1.0 million square feet of inventory was added between 2023 and 2024. East Central Neighborhood and Spokane Valley had vacancy rates of 3.9 percent and 3.1 percent, respectively, similar to the overall city total.

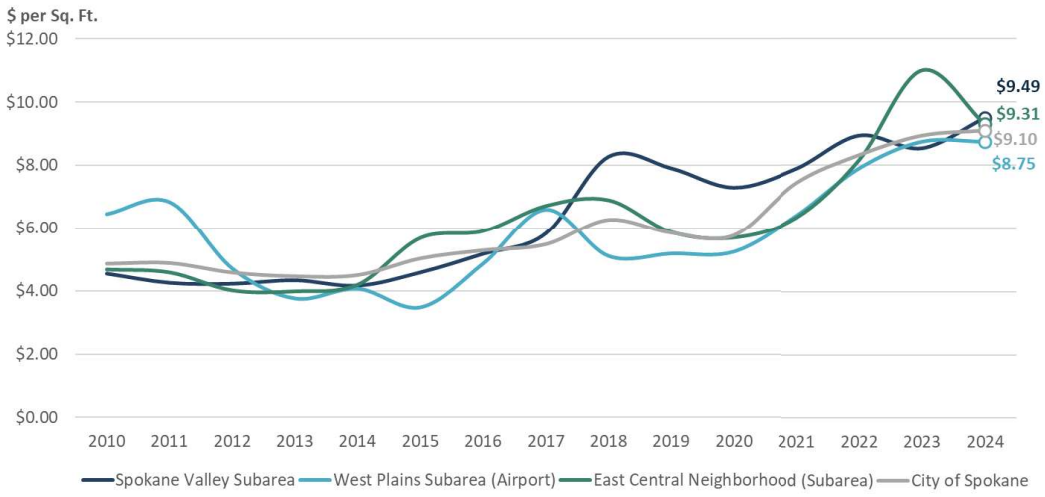
Figure 4. Industrial and Flex Subareas Vacancy Rate, 2010 to 2024 Q2



Source: CoStar; Economic & Planning Systems

The subarea with the highest average rental rate in 2024 was Spokane Valley at $9.49 per square foot, as shown in **Figure 5**. This is closely followed by the East Central Neighborhood at $9.31 per square foot, and West Plains at $8.75 per square foot. The City of Spokane's rental rate in 2024 was $9.10 per square foot.

Figure 5. Industrial and Flex Subareas Rental Rate, 2010 to 2024 Q2



Source: CoStar; Economic & Planning Systems

Commercial and Multifamily Space

EPS also tracked growth and development conditions in the office, retail and multifamily housing markets in Hillyard and the Spokane region over the 2010-2024 time period.

Office

The Hillyard Subarea (as tracked by CoStar) shows a modest amount of office space with a current inventory of 133, 500 square feet. The area lost 13,800 square feet since 2010 as shown in **Table 4**. Meanwhile, the City of Spokane gained 367,019 square feet of office inventory to reach nearly 20.2 million square feet as shown.

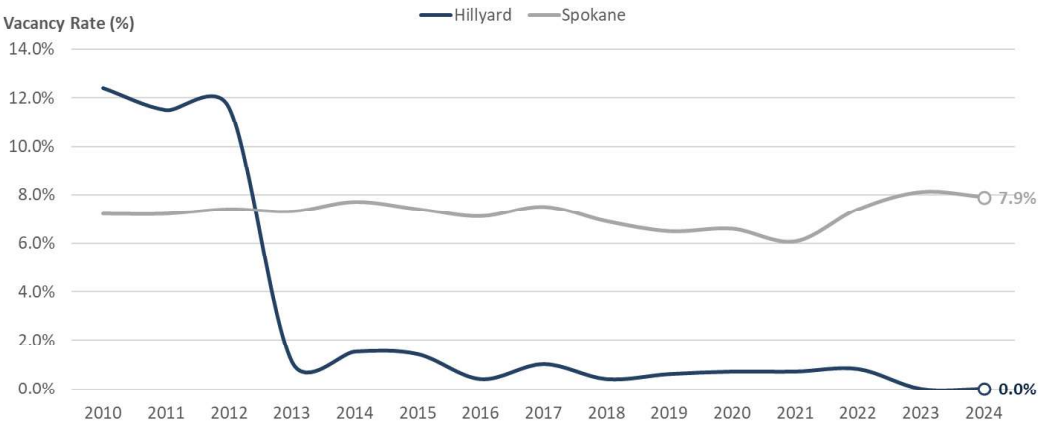
Table 4. Office Inventory, 2010 to 2024 Q2

Description	2010	2015	2019	Q2 2024	2010-2024 Total	2010-2024 Ann. #	2010-2024 Ann. %
Inventory (Sq. Ft.)							
Hillyard	147,320	147,320	157,932	133,513	-13,807	-986	-0.7%
Spokane	19,828,575	20,058,454	20,059,907	20,195,594	367,019	26,216	0.1%

Source: CoStar; Economic & Planning Systems

The Hillyard neighborhood shows an office vacancy rate of 0 percent in 2024, as shown in **Figure 6**. This low vacancy rate is likely due to the small amount of space in the CoStar office inventory. There are likely a number of smaller buildings with less than 10,000 square feet not captured in the inventory. The City of Spokane has maintained a relatively constant vacancy rate between 7.0 percent and 7.9 percent from 2010 to 2024, suggesting that the market has not seen a sudden increase in inventory in recent years.

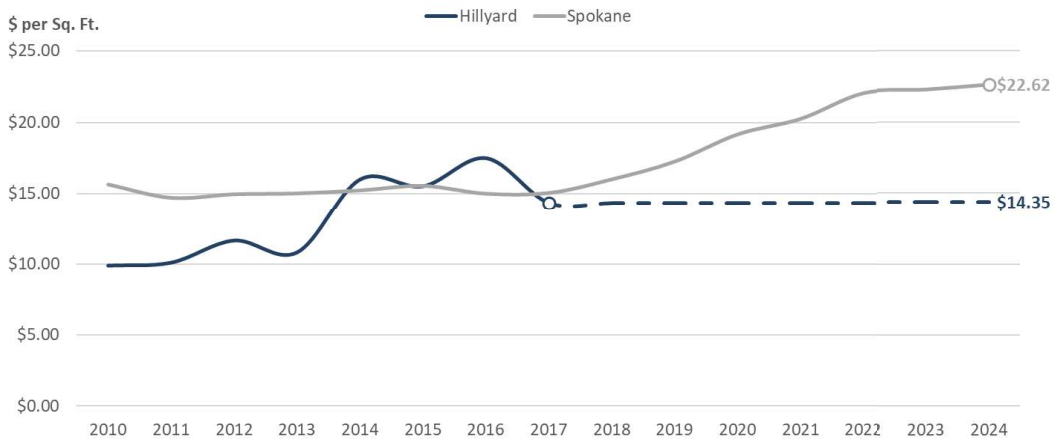
Figure 6. Office Vacancy Rate, 2010 to 2024 Q2



Source: CoStar; Economic & Planning Systems

The rental rate for office space in the Hillyard neighborhood increased from $10.00 per square foot in 2010 to $14.35 per square foot in 2017, as shown in **Figure 7.** Rental rates after 2017 are not available for the Hillyard neighborhood. Meanwhile, the rental rate in the City of Spokane increased from $15.64 in 2010 to $22.62 in 2024.

Figure 7. Office Rental Rate, 2010 to 2024 Q2



Note: No rent data available for Hillyard since 2017.
Source: CoStar; Economic & Planning Systems

Retail

The retail market in both Hillyard and the City of Spokane has not seen much growth in inventory in recent years. From 2010 to 2024, Hillyard only gained 3,300 square feet of retail space and the City of Spokane gained 414,715 square feet of retail space, as shown in **Table 5**.

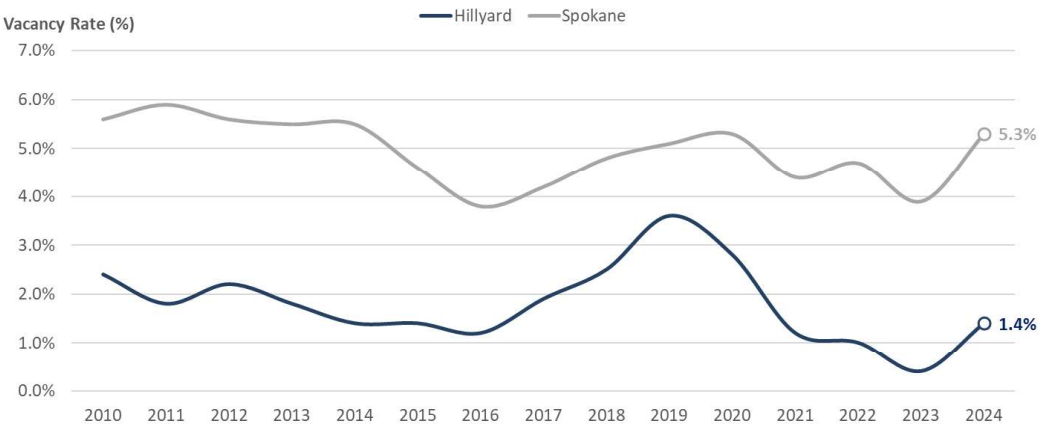
Table 5. Retail Inventory, 2010 to 2024 Q2

Description	2010	2015	2019	Q2 2024	2010-2024 Total	2010-2024 Ann. #	2010-2024 Ann. %
Inventory (Sq. Ft.)							
Hillyard	740,691	743,991	743,991	743,991	3,300	236	0.0%
Spokane	27,704,903	27,927,254	27,906,064	28,119,618	414,715	29,623	0.1%

Source: CoStar; Economic & Planning Systems

The retail vacancy rate in 2024 for the Hillyard neighborhood was 1.4 percent, as shown in **Figure 8**. This rate is lower than the City, which had a vacancy rate of 5.3 percent. Overall, the Hillyard neighborhood maintained a lower vacancy rate than the City of Spokane from 2010 to 2024.

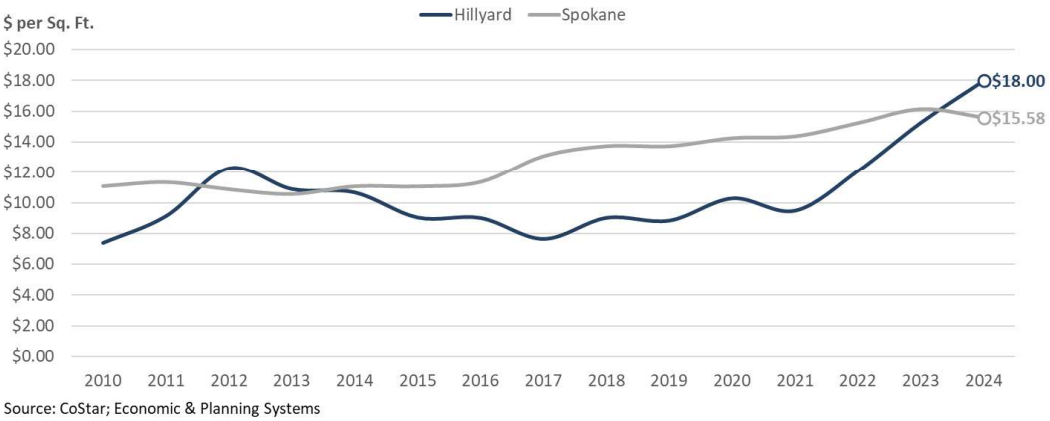
Figure 8. Retail Vacancy Rate, 2010 to 2024 Q2



Source: CoStar; Economic & Planning Systems

Both the Hillyard neighborhood and the City of Spokane have similar rental rates, with the Hillyard neighborhood having a rate of $18 per square foot in 2024 and the City of Spokane having a rental rate of $15.58, as shown in **Figure 9**. The Hillyard neighborhood's rental rate surpassed the rate of the City in 2024 for the first time since 2012.

Figure 9. Retail Rental Rate, 2010 to 2024 Q2



Source: CoStar; Economic & Planning Systems

Multifamily

The Hillyard neighborhood has a small multifamily presence with only 475 multifamily units, as shown in **Table 6**. The Hillyard neighborhood has not added units since at least 2000. Meanwhile, the City of Spokane saw steady growth in multifamily inventory from 2010 to 2024, adding 7,880 units, or 20.3 percent of the total multifamily units in the City.

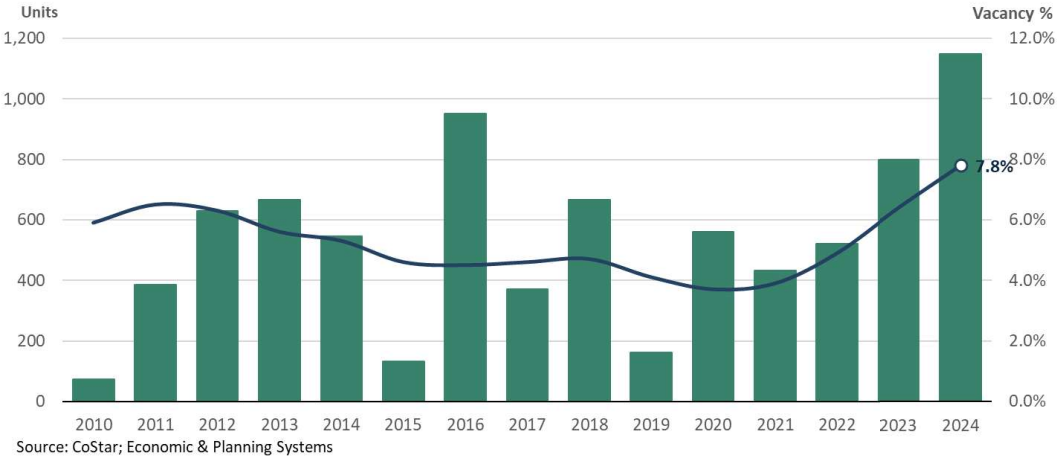
Table 6. Multifamily Inventory, 2010 to 2024 Q2

Description	2010	2015	2019	Q2 2024	2010-2024 Total	2010-2024 Ann. #	2010-2024 Ann. %
Inventory (Units)							
Hillyard	475	475	475	475	0	0	0.0%
Spokane	30,990	33,350	35,424	38,870	7,880	563	1.6%

Source: CoStar; Economic & Planning Systems

As Spokane has delivered multifamily units, the vacancy rate has risen from 3.7 percent in 2020 to 7.8 percent in 2024, as shown in **Figure 10**. Much of this can likely be attributed to new units entering the market. From 2020 to 2024, Spokane delivered 3,462 new multifamily units. If Hillyard could capture even just a small share of this development, it would benefit the area and provide the opportunity for increased housing affordability.

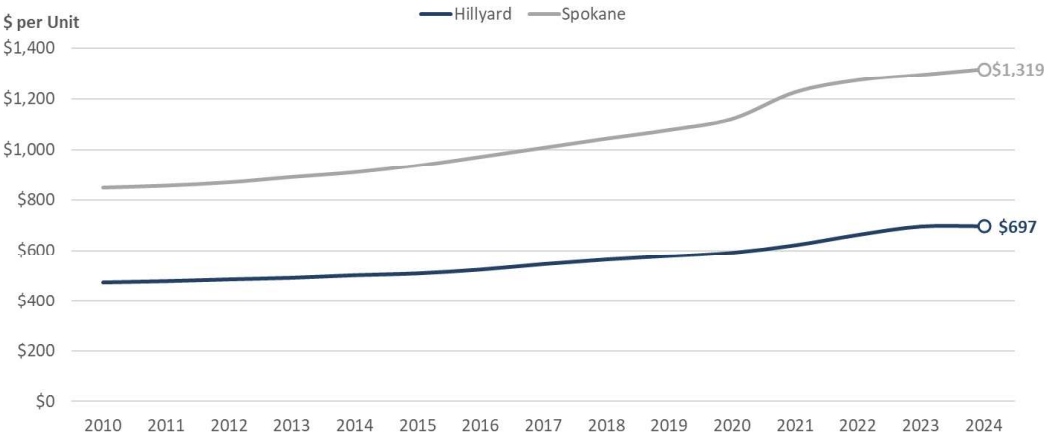
Figure 10. Spokane Multifamily Vacancy Rate and Deliveries, 2010 to 2024 Q2



Source: CoStar; Economic & Planning Systems

The Hillyard neighborhood traditionally has had lower rental rates than the City, and this trend continued from 2010 to 2024. In 2024, the average asking rent per unit in the Hillyard neighborhood was $697 per unit, as shown in **Figure 11**. Meanwhile, the average asking rent per unit in Spokane was $1,319 per unit.

Figure 11. Multifamily Asking Rent per Unit, 2010 to 2024 Q2



Source: CoStar; Economic & Planning Systems

Absorption Scenarios

EPS developed three absorption scenarios based on the market data provided in the previous section including the AB market study, Stantec estimates of development capacity, and additional market work conducted by EPS, three absorption scenarios focused on commercial development over a 30-year period were generated. A 30-year period is used to align with the assumptions for revenue bonds in the financing model. All three scenarios assume that the necessary infrastructure investments would be made to attract development.

The Low Absorption projection is based on the development forecasts in the AB market study, which was modified to apply specifically to The Yard. The Medium Absorption projection is based on historical development capture rates from the larger regional market to estimate a realistic absorption target for the next 30 years. The High Absorption projection is based on the amount of development capacity possible under existing zoning within the identified catalyst sites.

Scenario 1: Low Absorption

In the Low Absorption scenario, annual growth is projected using the market demand projections from the AB market study. Agnew Beck developed a 10-year demand forecast for the area, and EPS extended this demand forecast to 30 years using the same growth factor.

In this scenario, The Yard is estimated to capture a total of 322,200 square feet of commercial space over a 30-year period, or an average of 10,740 square feet annually, as shown in **Table 7**. This includes 170,250 square feet of office space based on a floor area ratio (FAR) of 0.3, 121,500 square feet of industrial/flex space based on a FAR of 0.15, and 30,450 square feet of retail space based on a FAR of 0.25. This totals 34.4 land acres and makes up 36.2 percent of the total available land capacity of the catalyst sites in The Yard.

Table 7. 30-Year Low Absorption Projection

Description	30-Year Absorption			
	Building Sq. Ft.	FAR	Land Acres	Avg. Ann. Sq. Ft.
Land Use Type				
Office	170,250	0.30	13.0	5,675
Industrial/Flex	121,500	0.15	18.6	4,050
Retail	30,450	0.25	2.8	1,015
Total	**322,200**		**34.4**	**10,740**
Total Acres Available			**95.2**	
Percent Used			36.2%	

Source: Agnew Beck; Spokane Regional Transportation Council (SRTC) Regional Transportation Model 2019-2045; Economic & Planning Systems

Scenario 2: Medium Absorption

In the Medium Absorption scenario, annual growth was projected based on a realistic capture rate based on historical development in the larger region. For office, this was based on a capture rate of 4 percent of the City's annual growth in office inventory from 2010 to 2024. For industrial and flex space, absorption was based on a 9 percent capture rate of the average absorption of larger subareas that include the City of Spokane, the West Plains subarea (near the Airport), and the Spokane Valley subarea from 2010 to 2024. For retail, absorption was based on a 4 percent capture rate of the City's annual growth in retail inventory from 2010 to 2024.

Under this scenario, The Yard is projected to capture 851,700 square feet of commercial space over a 30-year period, or an average of 28,390 square feet annually, as shown in **Table 8**.

Over a 30-year period, this totals 31,500 square feet of office space, 784,700 square feet of industrial/flex space, and 35,500 square feet of retail space. This totals 95.2 land acres and uses 100 percent of the total available land in the catalyst sites.

Table 8. 30-Year Medium Absorption Projection

Description	30-Year Absorption			
	Building Sq. Ft.	FAR	Land Acres	Avg. Ann. Sq. Ft.
Land Use Type				
Office	31,500	0.30	2.4	1,050
Industrial/Flex	784,700	0.20	90.1	26,157
Retail	35,500	0.30	2.7	1,183
Total	**851,700**		**95.2**	**28,390**
Total Acres Available			**95.2**	
Percent Used			100.0%	

Source: CoStar; Economic & Planning Systems

Scenario 3: High Absorption

In the High Absorption scenario, projections are based on the maximum allowable zoning capacity of the catalyst sites provided in the Urban Framework Plan (UFP). The UFP assumes maximum development of the site, which is based on higher FARs than has historically occurred in Spokane for all three uses listed. Given that all 20 catalyst sites in the Yard are zoned industrial, only industrial uses are estimated in this scenario.

Under this scenario, The Yard is estimated to capture approximately 1.7 million square feet of industrial/flex space over a 30-year period, or an average of 55,292 square feet annually, as shown in **Table 9**. This totals 95.2 land acres and accounts for 100 percent of the total available land as shown in the catalyst sites.

Table 9. 30-Year High Absorption Projection

Description	30-Year Absorption			
	Building Sq. Ft.	FAR	Land Acres	Avg. Ann. Sq. Ft.
Land Use Type				
Office	0	0.40	0.0	0
Industrial/Flex	1,658,765	0.40	95.2	55,292
Retail	0	0.30	0.0	0
Total	**1,658,765**		**95.2**	**55,292**
Total Acres Available			**95.2**	
Percent Used			100.0%	

Source: Spokane Regional Transportation Council (SRTC) Regional Transportation Model 2019-2045; Economic & Planning Systems

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3. Public Financing Framework

This Chapter identifies the most likely funding and financing tools that could be used to help fund road and utility infrastructure and other capital improvements in the Yard needed to make the area development ready.

Available Public Financing Tools

The primary funding tool anticipated to be used for funding redevelopment costs within The Yard is tax increment financing (TIF). TIF Districts can be enabled by cities through several different acts and programs including Local Improvement Districts (LIDs), the Community Revitalization Financing (CRF) Act, the Local Infrastructure Financing Tool (LIFT), and Local Revitalization Financing (LRF) Program. The City of Spokane established a TIF District in 2019 for property within the Northeast Public Development Authority (NEPDA).

NEPDA was formed in 2012. The City and County established the first TIF district for northeast Spokane in 2019 as a revenue source for NEPDA. The City and County then expanded the TIF boundary in 2023, as shown in **Figure 12**. NEPDA TIF revenues are anticipated to be a primary source of revenues for infrastructure investments. NEPDA can issue loans and bonds, and it also has governance over its boundaries as outlined in ordinance and its charter.

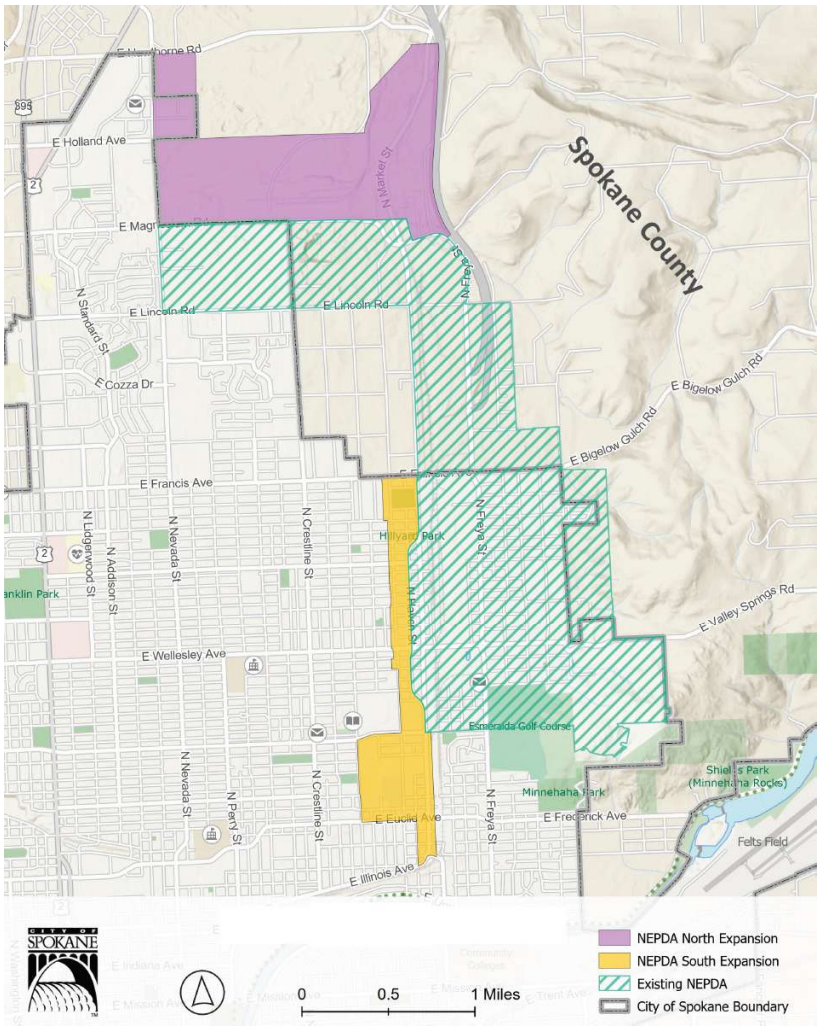


Figure 12.
Current NEPDA Boundary

NEPDA receives TIF from both property and sales tax increment from the City and County, local sales tax increment from the City, and one-time tax on new construction (New Construction Sales Tax NCST). NEPDA receives 75 percent of new increment with the remaining portions retained by each taxing entity. NEPDA administers the TIF district for both property tax and sales tax. For property tax TIF, the only taxing districts that opted into the TIF district were the City and County of Spokane, as shown in **Table 10**. This results in an applied levy of 2.655 mills.

Table 10. Applied Levy, Property Tax TIF

Description	2024 Levy Rate	TIF Yes/No	Applied Levy
County General	0.702	Yes	0.70
County General Cons Futures	0.026	No	0.00
SD081 Spokane B&I	1.579	No	0.00
SD081 Spokane General	2.249	No	0.00
Spokane Bond	0.094	No	0.00
Spokane Bond New	0.209	No	0.00
Spokane EMS	0.495	No	0.00
Spokane General	1.953	Yes	1.95
Spokane General Senior Lift	0.201	No	0.00
State School	1.401	No	0.00
State School Levy	0.751	No	0.00
Total	**9.659**	--	**2.655**

Source: Spokane County; Economic & Planning Systems

Sales Tax TIF follows a similar format as property tax TIF with 75 percent of the net new City of Spokane sales tax available as tax increment available to NEPDA. In Spokane, the sales tax rate is 2.5 percent, meaning that for every ten dollars spent on taxable goods, 25 cents goes to the City of Spokane. (Only the city sales tax rate is included, the County sales tax is not subject to TIF). However, no significant additional retail development is being forecast, so there is zero local sales tax increment included.

New Construction Sales Tax (NCST) is a sales tax collected on the cost of construction and materials for any new development within the NEPDA boundary. For modeling purposes, EPS has estimated this value to be 50 percent of the market value of the new development. NCST is collected by both the City and County with slightly different processes as outlined below.

The City of Spokane collects NCST based on its 2.5 percent sales tax rate. It is then distributed 75 percent to NEPDA, and 25 percent is kept by the City. On the 75 percent received by NEPDA, the City charges a 1.0 percent administrative fee for processing. This remaining amount of one-time NCST revenue is then distributed over six quarters.

Spokane County collects NCST based on its 6.5 percent sales tax rate. On this initial revenue, the state charges a 1.0 percent administrative fee for processing. Then, the revenue gets distributed 75 percent to NEPDA and 25 percent to the County. Of the 75 percent that goes to NEPDA, the County charges a 1.0 percent administrative fee for processing. This remaining amount of one-time NCST revenue is then distributed over six quarters.

Other Funding and Financing Tools

There are several other financing districts enabled in the State of Washington that could be used to help with redevelopment and infrastructure funding in The Yard. Some of the potential districts including LIFT and LRF utilize TIF as their primary financing tools so are largely redundant to the TIF District established for NEPDA. The other available districts and programs that rely on other revenue streams are summarized below.

Local Improvement District (LID)

LIDs are special assessment districts that are formed by a city or county, with the approval of the property owners within the district. LIDs are not self-governing special purpose districts. LIDs are most often formed to assess the cost of site-specific improvements such as local streets or sidewalks. However, in some cases, a developer could establish a LID that would require future property owners to pay their share of local infrastructure improvements.

Once a LID is formed, an assessment roll is established with each property's assessment being equal to the estimated "special benefit" to that property. "Special benefit" is related to the total improvements proposed within the LID. Property owners can opt to pay all their assessment up front, but typically, bonds need to be issued to cover at least a portion of the costs.

An additional beneficial function of LIDs is the ability to form a Utility Local Improvement District (ULID), which can be done during initial LID formation or after traditional LID formation (RCW 35.43.042-.043). In addition to the special assessment, ULIDs capture additional revenues from utility revenues within the district (i.e., tap fees, etc.). With a traditional LID, any utility revenues would be pledged to the local entity rather than the LID. This is particularly applicable in The Yard, where most improvements needed are utility improvements.

The only caveat with ULIDs is that only Revenue Bonds may be issued, and assessments must be deposited in a fund to pay off the revenue bonds (e.g. the revenue bonds are backed by both the special assessment and by utility revenue). Traditional LIDs allow for the issuance of several different forms of debt. With a traditional LID, special assessment bonds, Systematic Investment Plan (SIP) loans, and other forms of interim debt (i.e., Bond Anticipation Notes, Revenue Anticipation Notes) may be issued. This potentially gives traditional LIDs more financial flexibility over ULIDs depending on the type of projects proposed.

Applicability to the Yard

Over time, the implementation of a site-specific LID and/or ULID would allow the City to invest in targeted areas of the Yard to help bring sites closer to being "development ready." This could include road and water service improvements for Freya Street between Wellesley Avenue and Rowan Avenue, road improvements for Myrtle Street between Wellesley Avenue and Rowan Avenue, road improvements for Florida Street between Wellesley Avenue and Rowan Avenue, and road and water service improvements for Rowan Avenue between Ferrall Street and Havana Street.

Public Utility District (PUD)

A PUD is a special improvement district established for purposes of funding utility improvements, including water, wastewater and storm drainage. Improvements can be funded through general obligation or revenue bonds using property tax or special assessments. A district can be established by a county or by voter petition, which then transfers governance to the PUD.

Applicability to the Yard

A PUD may be an appropriate district for distributing a portion of the costs of a regional stormwater facility, especially given its significant cost in relation to other infrastructure projects that are planned in the Yard. In addition, a LID could be formed within the PUD to help fund site-specific costs through special assessment bonds. One challenge of forming a PUD in the Yard would be its requirement to be established through voter petition.

Local Infrastructure Financing Tool (LIFT)

The LIFT program was established by the state in 2006 to provide financial support for local infrastructure projects in designated areas called Revenue Development Areas (RDAs). Economic activity within the RDA is expected to generate tax revenue that meets or exceeds the state's contribution. Cities receive their contribution from the state by imposing a local sales and use tax (LIFT) that is credited against the state sales tax. One benefit of the program is that consumers do not see an increase in sales tax.

Currently, there are several participating communities including Bellingham, Bothell, Everett, Federal Way, Liberty Lake, Mount Vernon, Puyallup, Vancouver, and Yakima. Most cities had not begun infrastructure improvements when a report on the LIFT program was completed in 2013. However, RDAs saw greater economic activity compared to non-RDAs from 2013 to 2018. The LIFT program currently expires in 2044 unless extended by the State of Washington.

Applicability to the Yard

The LIFT program could be established in a broadly defined area in-and-around the Yard to help capture additional revenue. While the Yard itself does not generate a lot of revenue from sales tax, its surrounding retail uses could help provide additional revenue. In addition, any use tax collected by the state during the development of the Yard could also be captured as a one-time revenue source. One challenge of establishing an RDA for the LIFT program would be the expectation that the total sales and use tax revenue generating economic activity within the Yard either meets or exceeds that of the state's contribution.

Grants and Other State Programs

The Spokane area has been successful obtaining a few state and federal grants including two BUILD (Better Utilizing Investments to Leverage Development) grants for road and multimodal improvements near Spokane International Airport. These two grants total $34.1 million and were issued in 2019 ($11.3 million) and 2023 ($22.8 million). Grants are competitive and one-time revenue sources, but they can be an important source of capital funding and can be a way to accelerate the development of needed projects in the CIP. The following grant and state programs should be pursued as qualified projects are identified.

BUILD Grant Program

The BUILD Grant Program, previously known as the RAISE (Rebuilding American Infrastructure with Sustainability and Equity) and TIGER (Transportation Investment Generating Economic Recovery) discretionary grants, was established under the American Recovery and Reinvestment Act of 2009 and operated under annual appropriations acts until authorized in November 2021. BUILD grants are federal grants issued by the U.S. Department of Transportation (US DOT) for surface transportation infrastructure projects with significant local and/or regional impact. Eligible projects include highway and bridge projects, public transportation projects, railway projects, freight and intermodal projects, multimodal transportation projects, and port infrastructure improvements.

To apply for a BUILD grant, there are several requirements including the need to submit a Benefit-Cost Analysis (BCA), completed or underway environmental reviews, and the project must be "shovel-ready" (i.e., construction must begin in a reasonable timeframe). The typical award for BUILD grants can range widely depending on the type of project submitted, but generally the grant funding ranges from $5 million to $25 million for projects in urban areas.

Projects submitted to the US DOT are evaluated based on if the project can improve public safety, promote environmental sustainability, enhance quality of life, promote economic growth, encourage collaboration, replace or rehabilitate aging infrastructure, utilize innovative technology, and support underserved communities. A few projects in the Yard that may be good candidates for a RAISE grant include improvements to major thoroughfares in the area including Wellesley Avenue, Freya Street, and Francis Avenue. Many of the local road projects, such as improvements to Rowan Avenue, would likely be too small in scale to be considered for a BUILD grant.

Community Economic Revitalization Board (CERB)

The CERB finances public infrastructure through loans and grants to support private business development. Currently, there are four programs the CERB administers: the Committed Private Partner Program (CPP), the Planning Program (PP), the Prospective Development Program (PD), and the Rural Broadband Program (RB). The PP and RB program only serve rural communities, so neither are discussed in detail.

CPP Program

The CPP Program is intended to provide loans and grants for construction of public infrastructure necessary for private business expansion. The CERB offers loans at a $5 million maximum per project with a 1 percent to 3 percent interest rate and up to 20-year term. Meanwhile, grants are available up to 25 percent of the total amount awarded, which is determined by the underwriting process and debt service coverage ratio (DSCR). Applicants to this program must provide a cash match of 20 percent of the total project cost. The requirements of the program include the following:

- Evidence that a private development or expansion is ready to occur and that the private development is contingent upon the approval of CERB funds.
- The project must either create a significant number of permanent jobs and/or generate significant private capital investment.
- The median hourly wage of the private sector jobs created, after the project is completed, must exceed the current countywide median wage.
- Applicants must also demonstrate the need for CERB assistance and that no other timely source of funding is available.

Planning Program

The Planning Program (PP) provides grant funding for studies that aim to evaluate high-priority economic development projects and rural broadband projects. The CERB gives priority to planning projects that could result in a type of project eligible for CERB construction funds through the CPP program.

Through the PP, CERB offers grants for planning projects up to 80 percent of the total project cost, up to $100,000. At least 20 percent of the total project cost must be cash matched by the applicant. The program has three funding tiers:

- Tier 1 Projects: award up to $50,000 for economic development activities that do not qualify for CERB construction through the CPP program.
- Tier 2 Projects: award up to $75,000 for economic development activities that do qualify for CERB construction through the CPP program.
- Tier 3 Projects: award up to $100,000 for site readiness and economic development activities that do qualify for CERB construction through the CPP program.

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4. Development Absorption and Capital Projects

This Chapter discusses the absorption projection and capital investments for a smaller Phase 1 area within the Hillyard Subarea, which is identified in this chapter.

Phase 1 Framework

Due to large infrastructure requirements for the Yard totaling $39.5 million, which would be required to develop most of the catalyst sites within the Yard, EPS chose to narrow the scope of the financial and development analysis to an initial first phase of development that would reduce the amount of upfront infrastructure needed to catalyze initial development. This initial Phase 1 area includes the southern portion of the Yard and all of the Wellesley Business District. By shifting the focus area, the known infrastructure costs were reduced from $39.5 million to $14.4 million.

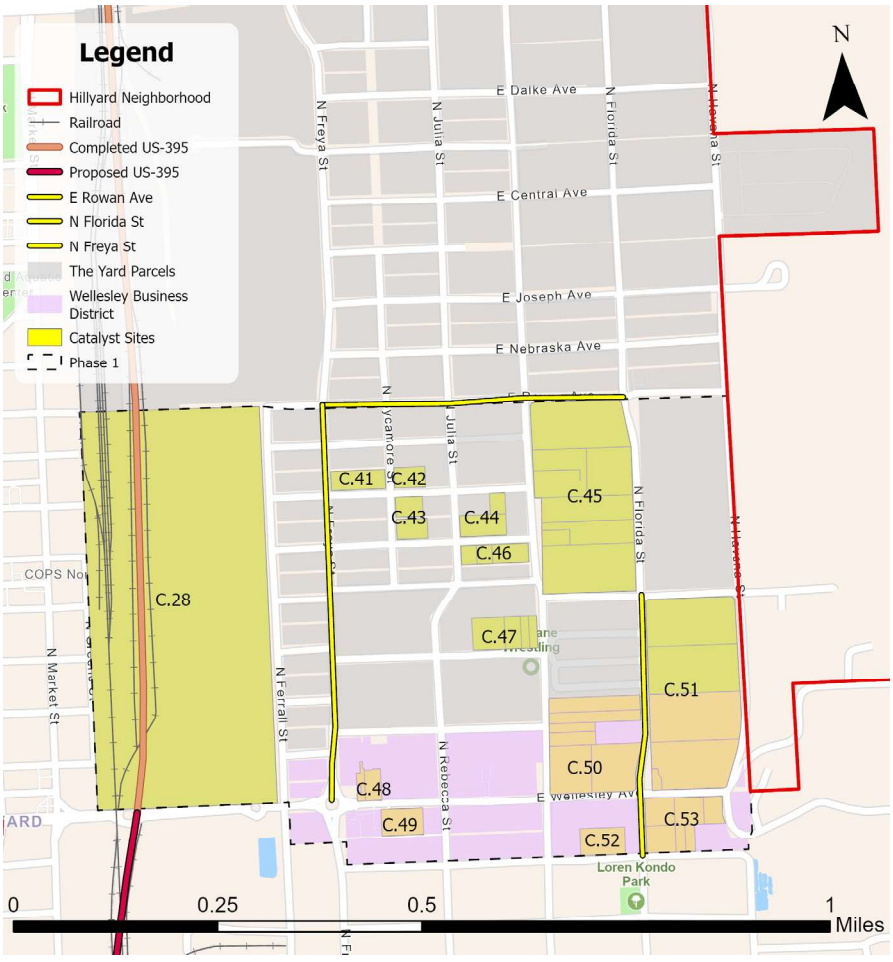


Figure 13. Phase 1 Area

Absorption Projection

The Phase 1 area reduces the upfront infrastructure needed but still includes 14 of the 20 catalyst sites in The Yard including the largest and most marketable parcels.

The medium absorption scenario is used as a basis for creating the projected absorption for the 14 catalyst sites. In addition, EPS discussed each site in detail with stakeholders to determine an estimated timing of development for each site given the infrastructure investments needed in the area. This resulted in a development timeline stretching from 2027 to 2037. Additional assumptions include an FAR of 0.3 for all commercial uses, and a multifamily assumption of 25 dwelling units per acre with 1,000 square foot units, as shown in **Table 11**.

Table 11. Phase 1 Projected Absorption

Description	Land Use Type	Acres	Site Sq. Ft.	Units	Bldg. Sq. Ft.	Est. Year Built
The Yard						
Site C28	Industrial & Flex	25.3	1,102,068	--	330,620	2035
Site C41	Industrial & Flex	1.0	44,431	--	13,329	2036
Site C42	Industrial & Flex	0.6	27,007	--	8,102	2036
Site C43	Industrial & Flex	1.1	47,480	--	14,244	2037
Site C44	Industrial & Flex	1.2	54,014	--	16,204	2032
Site C45	Industrial & Flex	17.2	750,539	--	225,162	2032
Site C46	Industrial & Flex	1.3	54,886	--	16,466	2034
Site C47	Industrial & Flex	2.0	87,120	--	26,136	2034
Subtotal	--	**50**	**2,167,546**	**--**	**650,264**	**--**
Wellesley Business District						
Site C48	Industrial & Flex	0.8	33,106	--	9,932	2028
Site C49	Office	1.0	44,867	--	13,460	2029
Site C50a	Office	4.0	175,111	--	52,533	2028
Site C50b	Multifamily	6.2	267,894	154	153,750	2028
Site C51a	Industrial & Flex	8.7	378,972	--	113,692	2027
Site C51b	Multifamily	7.9	344,560	198	197,750	2027
Site C52	Industrial & Flex	1.2	50,094	--	15,028	2030
Site C53	Office	3.3	142,006	--	42,602	2027
Subtotal	**--**	**33**	**1,436,609**	**352**	**598,747**	**--**
Total by Class						
Industrial & Flex		60.4	2,629,717	--	788,915	--
Office		8.3	361,984	--	108,595	--
Retail		0.0	0	--	0	--
Multifamily		14.1	612,454	352	351,500	--
Subtotal		**82.7**	**3,604,154**	**352**	**1,249,010**	**--**
Total		**82.7**	**3,604,154**	**352**	**1,249,010**	**--**

Source: Stantec; Economic & Planning Systems

The majority of this development would consist of industrial and flex uses, which accounts for 788,915 square feet of commercial space. The addition of 352 multifamily units will be significant for the neighborhood, especially considering that only 475 multifamily units currently exist. In addition, given the context of the neighborhood, this estimate recognizes that while there may be a small amount of retail development, it will likely be minimal in size and is therefore not projected in this absorption scenario.

Capital Projects

Based on the information provided to EPS from Stantec and Fehr & Peers, EPS compiled infrastructure costs associated with The Yard. The costs currently associated with the information listed below are known costs (any unknown costs, such as increased standby storage in the North Hill Pressure Zone, are not included).

Roads

There are several road projects proposed in the Yard. Some of these projects, such as Freya Street, are listed in the Capital Improvement Plan (CIP), while others are not. Projects without a timeframe are not listed in the CIP. For pro forma modeling purposes, all projects with an unknown timeframe have been modeled over a three-year period (2027 to 2029). Road projects in the Yard include the following:

- Freya Street from Wellesley Avenue to Rowan Avenue
  - Cost: $3.7 million
  - Estimated timeframe: 2027 to 2029
- Rowan Avenue from Freya Street to Florida Avenue
  - Cost: $236,000
  - Estimated timeframe: Unknown (modeled 2027 to 2029)
- Florida Street from Queen Avenue to Princeton Avenue
  - Cost: $3.2 million
  - Estimated timeframe: Unknown (modeled 2027 to 2029)

In total, the identified road projects will cost an estimated $6.5 million and will make several of the catalyst sites more accessible and appealing to potential investors.

Potable Water

For pro forma modeling purposes, all projects with an unknown timeframe have been modeled over a three-year period (2027 to 2029). Infrastructure projects, with known costs, to improve potable water service in The Yard include the following:

- Freya Street Water Distribution Infrastructure
  - Cost: $452,000
  - Estimated timeframe: 2027 to 2029 (aligned with roadwork)

- Rowan Avenue Water Distribution Infrastructure
  - Cost: $0 (cost is covered by other sources)
  - Estimated timeframe: Unknown (modeled 2027 to 2029) (should align with roadwork timing)

- Florida Street Water Distribution Infrastructure
  - Cost: $370,000
  - Estimated timeframe: Unknown (modeled 2027 to 2029) (should align with roadwork timing)

In total, the identified potable water projects will cost an estimated $822,000 and will help attract development to the Yard.

Stormwater Management

Stormwater is the costliest investment out of all the capital improvements costing a total of $6.0 million for a Phase 1 construction and completion of a clustered regional stormwater facility to service the catalyst sites identified in this report. For modeling purposes, this cost has been modeled over a three-year period (2027 to 2029).

If completed, this investment would significantly benefit the Yard as many of the sites are small with little room for on-site stormwater detention. With a clustered facility, the need for on-site detention would be diminished, significantly improving the ability to develop smaller parcels within the Yard. Given its cost, it may need to be funded using multiple sources.

Other Capital Improvements

There are several other capital improvements that may be needed or desired, but less crucial to the overall potential of the Yard. This includes additional improvements to potable water service, sanitary sewer service, and additional phases of work for the regional stormwater facility. The costs of these projects are unknown at this time.

Future Improvements

Several future improvements that may be beneficial to the area include:

1. ***Additional Standby Storage Volume for the North Hill Pressure Zone***

   The City of Spokane is planning for this improvement in the long term, regardless of the potential development plan for the Yard. It has yet to be scoped in the CIP and the cost is unknown at this time.

2. ***Future Hydraulic Analysis of the Yard's Water System***

   A study should be conducted to better understand the Yard's water system considering water demand of a fully developed Yard. This would include sizing and exact location of transmission and distribution mains as appropriate.

3. ***Region-wide Hydraulic Analysis for the Sanitary Sewer System***

   It is anticipated that the Yard will have a significant increase in future demand for sanitary sewer service. The deficiencies identified in the system will likely be a per-development improvement requirement.

Improvements fulfilled by Developer

This is not meant to be an exhaustive list as other costs will almost certainly be borne by the developer depending on the site. Costs borne by the developer include the following:

1. ***Water Main Replacement on a per-development basis***

   Depending on the age of the water main, the developer may need to cover the cost of replacing a water main for development of their site.

2. ***Extension of Public Water Mains for Private Development***

   It is suggested that the City requires private development to extend public mains for lots without direct access to a distribution main.

3. ***Sanitary Sewer Line Replacement on a per-development basis***

   Depending on the age of the sanitary sewer line, the developer may need to cover the cost of replacing a sanitary sewer line for development of their site.

4. ***Development retaining existing buildings should demonstrate that existing storm downspouts are either not connected to public sewer conveyance, or to include plans for disconnecting storm from the sewer system.***

5. ***Storm Line Replacement on a per-development basis***

   Depending on the age of the storm line, the developer may need to cover the cost of replacing a storm line for development of their site.

6. ***Stormwater should be disconnected from the sanitary sewer main, if necessary.***

7. ***The quality and performance of drywells within the fronting ROW should be assessed by the developer if frontage improvements are required.***

8. ***Development retaining existing buildings should demonstrate that existing downspouts are either not connected to public sewer conveyance, or to include plans for disconnecting roof drains from sanitary sewage as part of the development.***

9. ***Broadband Costs through Petrichor.***

10. ***Electrical Power and Natural Gas through Avista.***

5. Tax Revenue Forecasts

This Chapter describes a pro forma cash flow model used to estimate annual projected revenues and expenses, taxes, and other revenue sources over time to help support the cost of new capital infrastructure improvements in Phase 1. Revenues, expenses, and the funding gap are discussed. Alternative scenarios that look at removing certain infrastructure improvements, such as stormwater, are also analyzed.

Pro Forma Cash Flow Model

A pro forma cash flow model was created to analyze Phase 1 revenues and expenses over a 30-year period. The project's financial returns are evaluated on both a levered and unlevered basis to estimate the funding gap. A third scenario evaluates the removal of stormwater costs altogether as they as the most expensive and serve a larger area-wide function.

Revenues

Revenues accounted for in the model include property tax TIF, local sales tax TIF, New Construction Sales Tax (NCST), and NEPDA's existing TIF revenues. Additional sources, such as grants, are considered but have not been included in this version of the model. Future versions of the model could be modified to include additional revenue sources. It should be noted that all revenue sources currently projected will come through NEPDA, which is the existing taxing entity in the subject area that will serve as the vehicle for reinvestment.

Property Tax TIF

To estimate the total property value of each catalyst site, sales data from 2019 to 2024 by land use for the City of Spokane was collected. From 2019 to 2024, there were 336 total sales in the City of Spokane for Industrial & Flex uses that had a median sale price of $86.17 per improved square foot, as shown in **Table 12**. For office uses, there were a total of 328 sales with a median sale price of $133.14 per improved square foot. For retail uses, there were a total of 631 sales with a median sale price of $138.20 per improved square foot. For multifamily uses, there were a total of 379 sales with a median sale price of $126.95 per improved square foot.

Table 12. Improved Value per Square Foot Assumption

Description	Improved Value per Square Foot
Land Use Type	
Industrial & Flex	$86.17
Office	$133.14
Retail	$138.20
Multifamily	$126.95

Source: CoStar; Economic & Planning Systems

To estimate the property tax TIF that would be collected from the development of each catalyst site, the estimated improved market value per square foot is multiplied by the estimated square footage of the building, as shown in **Table 13**. This provides the 2024 market value of the catalyst site. The applicable mill levy is then multiplied by the 2024 market value to estimate the total tax increment. This increment is then split between the City and NEPDA, with NEPDA receiving 75 percent of the total increment. The estimated year of construction for each site in the financial model is shown.

Table 13. Projected Property Tax Revenues

Description	Land Use Type	Bldg. Sq. Ft.	Imp. Value per Sq. Ft.	2024 Market Value	Applied Levy	2024 Increment	NEPDA at 75%	Estimated Year Built
Factor		***A***	***B***	***C = A x B***	***D***	***E = C x D ÷ 1000***	***F = E x 0.75***	
The Yard								
Site C28	Industrial & Flex	330,620	$86.17	$28,489,560	2.6554	$75,651	$56,738	2035
Site C41	Industrial & Flex	13,329	$86.17	$1,148,591	2.6554	$3,050	$2,287	2036
Site C42	Industrial & Flex	8,102	$86.17	$698,163	2.6554	$1,854	$1,390	2036
Site C43	Industrial & Flex	14,244	$86.17	$1,227,416	2.6554	$3,259	$2,444	2037
Site C44	Industrial & Flex	16,204	$86.17	$1,396,326	2.6554	$3,708	$2,781	2032
Site C45	Industrial & Flex	225,162	$86.17	$19,402,179	2.6554	$51,521	$38,640	2032
Site C46	Industrial & Flex	16,466	$86.17	$1,418,848	2.6554	$3,768	$2,826	2034
Site C47	Industrial & Flex	26,136	$86.17	$2,252,139	2.6554	$5,980	$4,485	2034
Subtotal	--	**650,264**	--	**$56,033,221**	--	**$148,791**	**$111,593**	--
Wellesley Business District								
Site C48	Industrial & Flex	9,932	$86.17	$855,813	2.6554	$2,273	$1,704	2028
Site C49	Office	13,460	$133.14	$1,792,070	2.6554	$4,759	$3,569	2029
Site C50a	Office	52,533	$133.14	$6,994,292	2.6554	$18,573	$13,929	2028
Site C50b	Multifamily	153,750	$126.95	$19,518,563	2.6554	$51,830	$38,872	2028
Site C51a	Industrial & Flex	113,692	$86.17	$9,796,805	2.6554	$26,014	$19,511	2027
Site C51b	Multifamily	197,750	$126.95	$25,104,363	2.6554	$66,662	$49,997	2027
Site C52	Industrial & Flex	15,028	$86.17	$1,294,980	2.6554	$3,439	$2,579	2030
Site C53	Office	42,602	$133.14	$5,671,988	2.6554	$15,061	$11,296	2027
Subtotal	--	**598,747**	--	**$71,028,872**	--	**$188,610**	**$141,458**	--
Total by Class								
Industrial & Flex	Industrial & Flex	788,915	$86.17	$67,980,819	2.6554	$180,516	$135,387	--
Office	Office	108,595	$133.14	$14,458,349	2.6554	$38,393	$28,795	--
Retail	Retail	0	$138.20	$0	2.6554	$0	$0	--
Multifamily	Multifamily	351,500	$126.95	$44,622,925	2.6554	$118,492	$88,869	--
Subtotal	--	**1,249,010**	--	**$127,062,093**	--	**$337,401**	**$253,051**	--

Source: Economic & Planning Systems

Sales Tax TIF

Given that no catalyst sites in this study are projected to develop as retail sites, there is currently $0 of Sales Tax TIF projected in this model. If Sales Tax TIF were to be projected, it would follow a similar format as the property tax TIF with NEPDA receiving 75 percent of the increment and the City receiving the remaining 25 percent. This would be based on the City sales tax rate of 2.5 percent.

New Construction Sales Tax (NCST)

New Construction Sales Tax (NCST) is a one-time sales tax on construction materials. In Washington, once collected it is distributed over six quarters to the proper taxing jurisdictions. On any development in the NEPDA boundary, NCST for both the City and County can be collected and shared with NEPDA. This is a significant benefit for NEPDA as it can collect one-time revenues on two different one-time fees, especially considering that the County Sales Tax rate is 6.5 percent, and the City sales tax rate is only 2.5 percent.

Using the estimated market values of each catalyst site and applying a construction materials factor of 50 percent, the total taxable value for each catalyst site is calculated, as shown in **Table 14**. From this, the taxable value is multiplied by the City sales tax rate of 2.5 percent to get an initial total value of the NCST. Like the property tax TIF and sales tax TIF, the City retains 25 percent of this revenue. The remaining 75 percent is subject to a 1.0 percent City administrative fee and then distributed to NEPDA.

The NCST from the County is collected in a similar fashion—the one difference being that there are two administrative fees—one from the state of 1 percent and one from the County, which is also 1 percent, as shown in **Table 15.** Given the County's higher sales tax rate of 6.5 percent, NEPDA receives more one-time revenue from County NCST.

Table 14. NCST One-Time Revenues, City

Description	2024 Market Value	Factor	2024 Taxable	City Sales Tax Rate	Initial NCST	Base NEPDA at 75%	City Fee	Actual NEPDA	Est. Year Built
Factor	***A***	***B***	***C = A x B***	***D***	***E = C x D***	***F = E x 0.75***	***G***	***H = F x (1-G)***	
The Yard									
Site C28	$28,489,560	50.0%	$14,244,780	2.5%	$356,119	$267,090	1.0%	$264,419	2035
Site C41	$1,148,591	50.0%	$574,295	2.5%	$14,357	$10,768	1.0%	$10,660	2036
Site C42	$698,163	50.0%	$349,082	2.5%	$8,727	$6,545	1.0%	$6,480	2036
Site C43	$1,227,416	50.0%	$613,708	2.5%	$15,343	$11,507	1.0%	$11,392	2037
Site C44	$1,396,326	50.0%	$698,163	2.5%	$17,454	$13,091	1.0%	$12,960	2032
Site C45	$19,402,179	50.0%	$9,701,089	2.5%	$242,527	$181,895	1.0%	$180,076	2032
Site C46	$1,418,848	50.0%	$709,424	2.5%	$17,736	$13,302	1.0%	$13,169	2034
Site C47	$2,252,139	50.0%	$1,126,070	2.5%	$28,152	$21,114	1.0%	$20,903	2034
Subtotal	**$56,033,221**	--	**$28,016,611**	--	**$700,415**	**$525,311**	--	**$520,058**	--
Wellesley Business District									
Site C48	$855,813	50.0%	$427,906	2.5%	$10,698	$8,023	1.0%	$7,943	2028
Site C49	$1,792,070	50.0%	$896,035	2.5%	$22,401	$16,801	1.0%	$16,633	2029
Site C50a	$6,994,292	50.0%	$3,497,146	2.5%	$87,429	$65,571	1.0%	$64,916	2028
Site C50b	$19,518,563	50.0%	$9,759,281	2.5%	$243,982	$182,987	1.0%	$181,157	2028
Site C51a	$9,796,805	50.0%	$4,898,403	2.5%	$122,460	$91,845	1.0%	$90,927	2027
Site C51b	$25,104,363	50.0%	$12,552,181	2.5%	$313,805	$235,353	1.0%	$233,000	2027
Site C52	$1,294,980	50.0%	$647,490	2.5%	$16,187	$12,140	1.0%	$12,019	2030
Site C53	$5,671,988	50.0%	$2,835,994	2.5%	$70,900	$53,175	1.0%	$52,643	2027
Subtotal	**$71,028,872**	--	**$35,514,436**	--	**$887,861**	**$665,896**	--	**$659,237**	--
Total by Class									
Industrial & Flex	$67,980,819	50.0%	$33,990,410	2.5%	$849,760	$637,320	1.0%	$630,947	--
Office	$14,458,349	50.0%	$7,229,174	2.5%	$180,729	$135,547	1.0%	$134,192	--
Retail	$0	50.0%	$0	2.5%	$0	$0	1.0%	$0	--
Multifamily	$44,622,925	50.0%	$22,311,463	2.5%	$557,787	$418,340	1.0%	$414,157	--
Subtotal	**$127,062,093**	--	**$63,531,047**	--	**$1,588,276**	**$1,191,207**	--	**$1,179,295**	--

Source: Economic & Planning Systems

Table 15. NCST One-Time Revenues, County

Description	2024 Market Value	Factor	2024 Taxable	County Sales Tax Rate	Initial NCST	State Fee	Base NCST	Base NEPDA at 75%	County Fee	Actual NEPDA	Est. Year Built
Factor	***A***	***B***	***C = A x B***	***D***	***E = C x D***	***F***	***G = E x (1-F)***	***H = G x 0.75***	***I***	***J = H x (1-I)***	
The Yard											
Site C28	$28,489,560	50.0%	$14,244,780	6.5%	$925,911	1.0%	$916,652	$687,489	1.0%	$680,614	2035
Site C41	$1,148,591	50.0%	$574,295	6.5%	$37,329	1.0%	$36,956	$27,717	1.0%	$27,440	2036
Site C42	$698,163	50.0%	$349,082	6.5%	$22,690	1.0%	$22,463	$16,848	1.0%	$16,679	2036
Site C43	$1,227,416	50.0%	$613,708	6.5%	$39,891	1.0%	$39,492	$29,619	1.0%	$29,323	2037
Site C44	$1,396,326	50.0%	$698,163	6.5%	$45,381	1.0%	$44,927	$33,695	1.0%	$33,358	2032
Site C45	$19,402,179	50.0%	$9,701,089	6.5%	$630,571	1.0%	$624,265	$468,199	1.0%	$463,517	2032
Site C46	$1,418,848	50.0%	$709,424	6.5%	$46,113	1.0%	$45,651	$34,239	1.0%	$33,896	2034
Site C47	$2,252,139	50.0%	$1,126,070	6.5%	$73,195	1.0%	$72,463	$54,347	1.0%	$53,803	2034
Subtotal	**$56,033,221**	--	**$28,016,611**	--	**$1,821,080**	--	**$1,802,869**	**$1,352,152**	--	**$1,338,630**	--
Wellesley Business District											
Site C48	$855,813	50.0%	$427,906	6.5%	$27,814	1.0%	$27,536	$20,652	1.0%	$20,445	2028
Site C49	$1,792,070	50.0%	$896,035	6.5%	$58,242	1.0%	$57,660	$43,245	1.0%	$42,812	2029
Site C50a	$6,994,292	50.0%	$3,497,146	6.5%	$227,314	1.0%	$225,041	$168,781	1.0%	$167,093	2028
Site C50b	$19,518,563	50.0%	$9,759,281	6.5%	$634,353	1.0%	$628,010	$471,007	1.0%	$466,297	2028
Site C51a	$9,796,805	50.0%	$4,898,403	6.5%	$318,396	1.0%	$315,212	$236,409	1.0%	$234,045	2027
Site C51b	$25,104,363	50.0%	$12,552,181	6.5%	$815,892	1.0%	$807,733	$605,800	1.0%	$599,742	2027
Site C52	$1,294,980	50.0%	$647,490	6.5%	$42,087	1.0%	$41,666	$31,249	1.0%	$30,937	2030
Site C53	$5,671,988	50.0%	$2,835,994	6.5%	$184,340	1.0%	$182,496	$136,872	1.0%	$135,503	2027
Subtotal	**$71,028,872**	--	**$35,514,436**	--	**$2,308,438**	--	**$2,285,354**	**$1,714,015**	--	**$1,696,875**	--
Total by Class											
Industrial & Flex	$67,980,819	50.0%	$33,990,410	6.5%	$2,209,377	1.0%	$2,187,283	$1,640,462	1.0%	$1,624,058	--
Office	$14,458,349	50.0%	$7,229,174	6.5%	$469,896	1.0%	$465,197	$348,898	1.0%	$345,409	--
Retail	$0	50.0%	$0	6.5%	$0	1.0%	$0	$0	1.0%	$0	--
Multifamily	$44,622,925	50.0%	$22,311,463	6.5%	$1,450,245	1.0%	$1,435,743	$1,076,807	1.0%	$1,066,039	--
Subtotal	**$127,062,093**	--	**$63,531,047**	--	**$4,129,518**	--	**$4,088,223**	**$3,066,167**	--	**$3,035,505**	--

Source: Economic & Planning Systems

NEPDA Current TIF Revenues

In addition to new revenue from property tax TIF, sales tax TIF, and NCST, there are existing property tax TIF and sales tax TIF revenues that NEPDA can use, at their discretion, to help fund the capital improvements in the subject area. As noted below **Table 16**, NEPDA has two base years for their TIF districts—2019 and 2023. Since revenues prior to 2024 have been spent, 2024 is used as the base year in this model. Using a 2 percent inflationary factor, both property tax TIF and sales tax TIF are projected out 30 years. It is important to note that this model does not consider any additional increment collected outside of the subject area. Based on this projection, over a 30-year period NEPDA's existing property tax TIF revenues will total $19.48 million and NEPDA's existing sales tax TIF revenues will total $6.21 million.

Table 16. Existing TIF Revenues, NEPDA

Description	Year	Property Tax TIF	Sales Tax TIF
Year 0[1]	**2024**	**$459,654**	**$146,539**
Year 1	2025	$468,847	$149,470
Year 2	2026	$478,224	$152,459
Year 3	2027	$487,789	$155,509
Year 4	2028	$497,544	$158,619
Year 5	2029	$507,495	$161,791
Year 6	2030	$517,645	$165,027
Year 7	2031	$527,998	$168,328
Year 8	2032	$538,558	$171,694
Year 9	2033	$549,329	$175,128
Year 10	2034	$560,316	$178,631
Year 11	2035	$571,522	$182,203
Year 12	2036	$582,952	$185,847
Year 13	2037	$594,611	$189,564
Year 14	2038	$606,504	$193,355
Year 15	2039	$618,634	$197,223
Year 16	2040	$631,006	$201,167
Year 17	2041	$643,627	$205,190
Year 18	2042	$656,499	$209,294
Year 19	2043	$669,629	$213,480
Year 20	2044	$683,022	$217,750
Year 21	2045	$696,682	$222,105
Year 22	2046	$710,616	$226,547
Year 23	2047	$724,828	$231,078
Year 24	2048	$739,325	$235,699
Year 25	2049	$754,111	$240,413
Year 26	2050	$769,193	$245,221
Year 27	2051	$784,577	$250,126
Year 28	2052	$800,269	$255,128
Year 29	2053	$816,274	$260,231
Year 30	2054	$832,600	$265,436
Total	**--**	**$19,479,879**	**$6,210,251**

[1]2024 is shown as the "base year" since revenues prior to such year have been spent. NEPDA has two "base years," the initial district in 2019, and the expansion in 2023.

Source: Economic & Planning Systems

Expenses

Expenses listed in the model include three road projects, three water projects, a new regional facility for stormwater management, and NEPDA's annual operating costs.

Roads

In Phase 1, the three road projects that are determined to be needed are Freya Street from Wellesley Avenue to Rowan Avenue, Rowan Avenue from Freya Street to Florida Avenue, and Florida Street from Queen Avenue to Princeton Avenue.

For modeling purposes, these projects are projected to be completed over a three-year period from 2027 to 2029. However, it is unlikely that these projects will be completed at the same time. The costs for each of these projects are inflated 2 percent year-over-year and split in the following manner: 50 percent of total cost in 2027, 25 percent of total cost in 2028, and 25 percent of total cost in 2029. Below are the associated costs of each project:

- Freya Street, Wellesley Avenue to Rowan Avenue
  - 2024 Cost: $3,080,000
  - Inflated Cost: $3,317,875
- Rowan Avenue, Freya Street to Florida Avenue
  - 2024 Cost: $236,000
  - Inflated Cost: $254,227
- Florida Street, Queen Avenue to Princeton Avenue
  - 2024 Cost: $3,220,000
  - Inflated Cost: $3,468,688

In total, this results in a 2024 cost of $6,536,000 and an inflated cost of $7,040,790 over a three-year period (2027 to 2029).

Water Service

The three water service projects that are projected to be completed in Phase 1 are the construction of distribution mains along Freya Street, Rowan Avenue, and Florida Street.

For modeling purposes, all costs are assumed to be in a three-year period from 2027 to 2029. Again, the cost is distributed across three years as follows: 50 percent in 2027, 25 percent in 2028, and 25 percent in 2029. It is anticipated that this work will be completed at the same time as the road construction projects. Below are the associated costs of each project:

- Freya Street, Distribution Main
  - 2024 Cost: $452,000
  - Inflated Cost: $486,909
- Rowan Avenue, Distribution Main
  - 2024 Cost: $0 (covered by the City)
  - Inflated Cost: $0 (covered by the City)
- Florida Street, Distribution Main
  - 2024 Cost: $370,000
  - Inflated Cost: $398,576

In total, this results in a 2024 cost of $822,000 and an inflated cost of $885,485 over a three-year period (2027 to 2029).

Stormwater Management

In Phase 1, one major stormwater project is planned—a clustered regional facility that would service all the Phase 1 area. Additional phases to the stormwater management plan would be necessary for any additional development following Phase 1. In 2024 dollars, the Phase 1 Clustered Regional facility would cost $6,021,300. Over a three-year period (2027 to 2029), it would cost $6,486,338.

NEPDA Operating Costs

On top of necessary capital investments in Phase 1, NEPDA would need to continue to account for its day-to-day operations. In 2024, NEPDA's operating costs were $504,575. Over a thirty-year period, this totals $21.4 million. To account for this in the model, this cost is inflated annually at 2 percent. Any significant changes to the operating budget could be accounted for, if necessary.

Funding Gap

In the base unlevered development scenario (not including bond financing), the net operating income (NOI) over a thirty-year period is $3.69 million, as shown in **Table 17**. This assumes that all current NEPDA revenues, in addition to new revenues, would be contributed to the capital investments in Phase 1. If only accounting for new revenues, the NOI drops to negative $25.45 million. In addition, NOI is significantly impacted in Years 3-5 and would realistically not be funded without the use of bond financing.

Table 17. Unlevered Pro Forma, 2024 to 2054

Description	Total	2024 *Year 0*	2025 *Year 1*	2026 *Year 2*	2027 *Year 3*	2028 *Year 4*	2029 *Year 5*	2030 *Year 6*
Costs								
NEPDA Operating Costs	-$21,383,617	-$504,575	-$514,667	-$524,960	-$535,459	-$546,168	-$557,092	-$568,234
Roads								
Freya St - Wellesley Ave to Rowan Ave	-$3,317,875	$0	$0	$0	-$1,634,260	-$833,473	-$850,142	$0
Rowan Ave - Freya St to Florida Ave	-$254,227	$0	$0	$0	-$125,223	-$63,863	-$65,141	$0
Florida St - Queen Ave to Princeton Ave	-$3,468,688	$0	$0	$0	-$1,708,545	-$871,358	-$888,785	$0
Subtotal	**-$7,040,790**	**$0**	**$0**	**$0**	**-$3,468,028**	**-$1,768,694**	**-$1,804,068**	**$0**
Water Service								
Freya St - Distribution	-$486,909	$0	$0	$0	-$239,833	-$122,315	-$124,761	$0
Rowan Ave - Distribution	$0	$0	$0	$0	$0	$0	$0	$0
Florida St - Distribution	-$398,576	$0	$0	$0	-$196,323	-$100,125	-$102,127	$0
Subtotal	**-$885,485**	**$0**	**$0**	**$0**	**-$436,156**	**-$222,440**	**-$226,889**	**$0**
Stormwater Management								
Clustered Regional Facility (Phase 1)	-$6,486,338	$0	$0	$0	-$3,194,926	-$1,629,412	-$1,662,000	$0
Subtotal	**-$6,486,338**	**$0**	**$0**	**$0**	**-$3,194,926**	**-$1,629,412**	**-$1,662,000**	**$0**
Total Costs	**-$35,796,230**	**-$504,575**	**-$514,667**	**-$524,960**	**-$7,634,569**	**-$4,166,715**	**-$4,250,049**	**-$568,234**
Revenues								
Northeast Public Development Authority (NEPDA)								
NEPDA Existing Property Tax Increment	$19,479,879	$459,654	$468,847	$478,224	$487,789	$497,544	$507,495	$517,645
NEPDA Existing Sales Tax Increment	$6,210,251	$146,539	$149,470	$152,459	$155,509	$158,619	$161,791	$165,027
NEPDA New Property Tax Increment	$9,006,136	$0	$0	$0	$85,749	$146,463	$153,333	$159,304
NEPDA New Sales Tax Increment	$0	$0	$0	$0	$0	$0	$0	$0
NEPDA New Construction Sales Tax, County	$3,447,677	$0	$0	$0	$617,171	$836,087	$311,454	$39,811
NEPDA New Construction Sales Tax, City	$1,339,424	$0	$0	$0	$239,771	$324,820	$121,000	$15,467
Subtotal	**$39,483,367**	**$606,193**	**$618,317**	**$630,683**	**$1,585,989**	**$1,963,534**	**$1,255,074**	**$897,254**
Grants								
[fill]	$0	$0	$0	$0	$0	$0	$0	$0
Subtotal	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Total Revenues	**$39,483,367**	**$606,193**	**$618,317**	**$630,683**	**$1,585,989**	**$1,963,534**	**$1,255,074**	**$897,254**
New Revenues Only	$10,345,560	$0	$0	$0	$325,520	$471,284	$274,333	$174,771
Net Operating Income (NOI)	**$3,687,137**	**$101,618**	**$103,650**	**$105,723**	**-$6,048,581**	**-$2,203,181**	**-$2,994,975**	**$329,021**
NOI (New Revenues Only)	-$25,450,670	-$504,575	-$514,667	-$524,960	-$7,309,049	-$3,695,431	-$3,975,716	-$393,463
Net Present Value (NPV) (2025)	**-$3,610,841**	**$101,618**	**$96,869**	**$92,343**	**-$4,937,444**	**-$1,680,796**	**-$2,135,376**	**$219,240**
NPV (New Revenues Only)	-$15,853,612	-$504,575	-$480,997	-$458,520	-$5,966,361	-$2,819,227	-$2,834,630	-$262,181

Source: Economic & Planning Systems

Levered Scenario

The most realistic financing scenario would be to issue TIF revenue bonds to finance the costs of investing in the necessary capital infrastructure. This would result in all the necessary infrastructure project costs and associated financing costs being paid for up front by a bond. The total bond amount needed to cover these costs would be $14.86 million, as shown in **Table 18**. This includes $7.05 million in road costs, $885,000 in water service costs, $6.48 million in stormwater management costs, and $446,000 in financing costs. The assumed terms of the bond include a 30-year term with a 7 percent interest rate.

Table 18. Levered Costs

Description	Total	Base Cost	Phase 1A 2024 Year 0	2025 Year 1	2026 Year 2	2027 Year 3	2028 Year 4	2029 Year 5	Phase 1B 2030 Year 6
Infrastructure Costs									
Roads									
Freya St - Wellesley Ave to Rowan Ave	-$3,317,875	-$3,080,000	$0	$0	$0	-$1,634,260	-$833,473	-$850,142	$0
Rowan Ave - Freya St to Florida Ave	-$254,227	-$236,000	$0	$0	$0	-$125,223	-$63,863	-$65,141	$0
Florida St - Queen Ave to Princeton Ave	-$3,468,688	-$3,220,000	$0	$0	$0	-$1,708,545	-$871,358	-$888,785	$0
Subtotal	**-$7,040,790**	**-$6,536,000**	**$0**	**$0**	**$0**	**-$3,468,028**	**-$1,768,694**	**-$1,804,068**	**$0**
Water Service									
Freya St - Distribution	-$486,909	-$452,000	$0	$0	$0	-$239,833	-$122,315	-$124,761	$0
Rowan Ave - Distribution	$0	$0	$0	$0	$0	$0	$0	$0	$0
Florida St - Distribution	-$398,576	-$370,000	$0	$0	$0	-$196,323	-$100,125	-$102,127	$0
Subtotal	**-$885,485**	**-$822,000**	**$0**	**$0**	**$0**	**-$436,156**	**-$222,440**	**-$226,889**	**$0**
Stormwater Management									
Clustered Regional Facility (Phase 1)	-$6,486,338	-$6,021,300	$0	$0	$0	-$3,194,926	-$1,629,412	-$1,662,000	$0
Subtotal	**-$6,486,338**	**-$6,021,300**	**$0**	**$0**	**$0**	**-$3,194,926**	**-$1,629,412**	**-$1,662,000**	**$0**
Total Infrastructure Costs	**-$14,412,613**	**-$13,379,300**	**$0**	**$0**	**$0**	**-$7,099,110**	**-$3,620,546**	**-$3,692,957**	**$0**
Bond Amount Needed	**-$14,858,364**								
Financing Costs									
Title	-$37,146	0.25% of loan amt							
Loan Origination Fees	-$148,584	1.00% of loan amt							
Loan Closing Costs	-$74,292	0.50% of loan amt							
Lender Legal Costs	-$74,292	0.50% of loan amt							
Mortgage Recording Tax	-$37,146	0.25% of loan amt							
Brokerage Fee	-$74,292	0.50% of loan amt							
Other Financing Costs	$0	0.00% of loan amt							
Total Financing Costs	**-$445,751**								

Source: Economic & Planning Systems

From 2024 to 2054, NEPDA Operating Costs are projected to total $21.38 million, as shown in **Table 19**. Meanwhile, total revenues are projected to total $39.48 million, resulting in a NOI of $18.1 million. Bond Debt Service Payments would total $35.59 million. This results in an overall Debt Service Coverage Ratio (DSCR) of 0.51, which indicates that not enough revenue would be generated to cover the debt obligations. To achieve a DSCR of 1.25, an additional $26.38 million in funding sources would be needed.

Table 19. Levered Pro Forma, 2024 to 2054

Description	Total	2024 *Year 0*	2025 *Year 1*	2026 *Year 2*	2027 *Year 3*	2028 *Year 4*	2029 *Year 5*	2030 *Year 6*
Operating Costs								
NEPDA Operating Costs	-$21,383,617	-$504,575	-$514,667	-$524,960	-$535,459	-$546,168	-$557,092	-$568,234
Total Costs	**-$21,383,617**	**-$504,575**	**-$514,667**	**-$524,960**	**-$535,459**	**-$546,168**	**-$557,092**	**-$568,234**
Revenues								
Northeast Public Development Authority (NEPDA)								
NEPDA Existing Property Tax Increment	$19,479,879	$459,654	$468,847	$478,224	$487,789	$497,544	$507,495	$517,645
NEPDA Existing Sales Tax Increment	$6,210,251	$146,539	$149,470	$152,459	$155,509	$158,619	$161,791	$165,027
NEPDA New Property Tax Increment	$9,006,136	$0	$0	$0	$85,749	$146,463	$153,333	$159,304
NEPDA New Sales Tax Increment	$0	$0	$0	$0	$0	$0	$0	$0
NEPDA New Construction Sales Tax, County	$3,447,677	$0	$0	$0	$617,171	$836,087	$311,454	$39,811
NEPDA New Construction Sales Tax, City	$1,339,424	$0	$0	$0	$239,771	$324,820	$121,000	$15,467
Subtotal	**$39,483,367**	**$606,193**	**$618,317**	**$630,683**	**$1,585,989**	**$1,963,534**	**$1,255,074**	**$897,254**
Grants								
[fill]	$0	$0	$0	$0	$0	$0	$0	$0
Subtotal	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Total Revenues	**$39,483,367**	**$606,193**	**$618,317**	**$630,683**	**$1,585,989**	**$1,963,534**	**$1,255,074**	**$897,254**
Leveraged Project Cash Flows								
Net Operating Income (NOI)	$18,099,750	$101,618	$103,650	$105,723	$1,050,529	$1,417,365	$697,982	$329,021
Bond Debt Service Payments	-$35,587,105	$0	-$1,186,237	-$1,186,237	-$1,186,237	-$1,186,237	-$1,186,237	-$1,186,237
Debt Service Coverage Ratio (DSCR)	0.51	--	0.09	0.09	0.89	1.19	0.59	0.28
Net Present Value (NPV) (2025)	**-$7,140,790**	**$101,618**	**-$1,011,763**	**-$943,762**	**-$110,778**	**$176,327**	**-$348,119**	**-$571,199**
DSCR Goal	1.25							
Bond Debt Service Payments	$35,587,105							
Total Funding Needed	**$44,483,881**							
Current NOI	$18,099,750							
Funding Gap	**$26,384,130**							

Source: Economic & Planning Systems

If the stormwater management project, the largest upfront cost at $6.5 million, were to be removed from the model, the Bond Debt Service payments would total $20.05 million, as shown in **Table 20,** a significant reduction from $35.59 million. While revenues would still not fully account for the cost of debt (DSCR of 0.90), the funding gap is significantly reduced. To achieve a DSCR of 1.25, an additional $6.96 million in funding sources would be needed.

Table 20. Levered Pro Forma without Stormwater, 2024 to 2054

Description	Total	2024 *Year 0*	2025 *Year 1*	2026 *Year 2*	2027 *Year 3*	2028 *Year 4*	2029 *Year 5*	2030 *Year 6*
Operating Costs								
NEPDA Operating Costs	-$21,383,617	-$504,575	-$514,667	-$524,960	-$535,459	-$546,168	-$557,092	-$568,234
Total Costs	**-$21,383,617**	**-$504,575**	**-$514,667**	**-$524,960**	**-$535,459**	**-$546,168**	**-$557,092**	**-$568,234**
Revenues								
Northeast Public Development Authority (NEPDA)								
NEPDA Existing Property Tax Increment	$19,479,879	$459,654	$468,847	$478,224	$487,789	$497,544	$507,495	$517,645
NEPDA Existing Sales Tax Increment	$6,210,251	$146,539	$149,470	$152,459	$155,509	$158,619	$161,791	$165,027
NEPDA New Property Tax Increment	$9,006,136	$0	$0	$0	$85,749	$146,463	$153,333	$159,304
NEPDA New Sales Tax Increment	$0	$0	$0	$0	$0	$0	$0	$0
NEPDA New Construction Sales Tax, County	$3,447,677	$0	$0	$0	$617,171	$836,087	$311,454	$39,811
NEPDA New Construction Sales Tax, City	$1,339,424	$0	$0	$0	$239,771	$324,820	$121,000	$15,467
Subtotal	**$39,483,367**	**$606,193**	**$618,317**	**$630,683**	**$1,585,989**	**$1,963,534**	**$1,255,074**	**$897,254**
Grants								
[fill]	$0	$0	$0	$0	$0	$0	$0	$0
Subtotal	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Total Revenues	**$39,483,367**	**$606,193**	**$618,317**	**$630,683**	**$1,585,989**	**$1,963,534**	**$1,255,074**	**$897,254**
Leveraged Project Cash Flows								
Net Operating Income (NOI)	$18,099,750	$101,618	$103,650	$105,723	$1,050,529	$1,417,365	$697,982	$329,021
Bond Debt Service Payments	-$20,051,747	$0	-$668,392	-$668,392	-$668,392	-$668,392	-$668,392	-$668,392
Debt Service Coverage Ratio	0.90	--	0.16	0.16	1.57	2.12	1.04	0.49
Net Present Value (NPV) (2025)	**-$714,827**	**$101,618**	**-$527,796**	**-$491,456**	**$311,938**	**$571,388**	**$21,097**	**-$226,137**
DSCR Goal	1.25							
Bond Debt Service Payments	$20,051,747							
Total Funding Needed	**$25,064,683**							
Current NOI	$18,099,750							
Funding Gap	**$6,964,933**							

Source: Economic & Planning Systems

Summary

Overall, in spite of the strategies applied, the project continues to have a funding gap, though the alternative without stormwater is the closest to being financially feasible. This is indicative of the lack of additional funding sources for capital improvement projects. To fund some of these projects, and in particular to fund the stormwater management system, additional funding from other local, state and federal sources will be necessary.

6. Reconciliation of Sources and Uses

This Chapter discusses the recommended next steps for implementing a financing strategy for The Yard. This includes supplemental funding from grant sources previously mentioned in the report, and other financing strategies to shift a portion of the cost to future development. Additionally, a number of "innovative" special districts and other funding strategies adopted in other states are described. These programs may provide options for future legislative initiatives to fill in the existing limitations on development infrastructure funding in the state.

Financing Alternatives

One of the biggest hurdles will be determining a strategy for funding a regional stormwater solution for The Yard. There are several regional stormwater options under review. The Clustered Regional Facility included in the Phase 1 financial model has an estimated cost of $6.5 million. The modeling shows that the projected development revenues in Phase 1 are insufficient to cover the costs. The stormwater options under consideration are regional, that is they serve a larger area of northeast Spokane than just The Yard. Thus, a larger regional funding solution will be needed. The LIFT program from the state may be a potential option.

Grant funding has been used to support a range of projects in the Spokane CIP. It is an especially important source of funds for road and transit improvements. The Rebuilding American Infrastructure with Sustainability and Equity (RAISE) discretionary grant program (known as the TIGER Grant until 2018 and the BUILD Grant through 2021) is a competitive transportation grant program. Funds are allocated to projects for road or bridge, public transportation, passenger and freight rail, port infrastructure investments, and intermodal projects. There are a number of road projects within The Yard that could potentially be eligible for a RAISE Grant application. However, the City would not likely receive funding for more than one project.

Innovative Financing Tools

This section presents research on supplemental funding sources and financing strategies used in other states that have the potential to raise funding for The Yard, or for Spokane in general, to generate additional revenues toward future capital facilities and infrastructure needs. These sources are not currently enabled by Washington statutes, and most would likely require legislation to allow for their establishment.

Metropolitan District – Colorado

A Title 32 Metropolitan District (Metro District) in Colorado is an independent special district formed to develop and/or operate two or more public infrastructure improvements such as roads, utilities, parks, or public parking. A metro district is most often created by a land developer (but requires the city or county approval of the service plan) to apply an additional mill levy to future development in order to create a revenue stream to help pay for the project related expenses that include trunk infrastructure costs. Metro districts are an effective financing tool used to finance the infrastructure costs with many residential, commercial, and mixed-use development projects.

Both residential and commercial developments in Colorado have used metro districts to fund capital and ongoing services within their developments. The mill levy rates used in these metro districts have also varied greatly, leaving various subdivisions with widely variable property tax rates. Since metro districts require approval of the city or county, some cities have restricted the use of metro districts, capped the mill levy rate, or have placed requirements on use of metro districts to offset costs to the city or county of new development. The City of Aurora (as well as several other cities) require that a portion of metro districts mill levy (5 mills) be dedicated and paid to the city for the maintenance of local roads within new developments.

- **Establishment** – Proponents submit a service plan to the County that is reviewed by staff and BOCC. At a public hearing, the BOCC approves or denies the service plan. A petition is then filed in court to hold a district and/or a bond election. Fifty percent or more of the electors owning land within the proposed district are required for approval.
- **Who Pays?** – A metro district can levy a property tax and can establish fees for services. A metro district can issue GO bonds or revenue bonds to finance up-front improvements.
- **Benefits** – A metro district is a political subdivision of the state and is an independent entity and can be established in a way that allows a developer to maintain effective control of the district during the length of development timeframe. There is no limitation on how long a metro district can stay in place.
- **Limitations** – Once established, a metro district is a separate legal entity outside the control of the city or county. There are risks that infrastructure built and maintained using a metro district can lead to the city having to maintain them if the metro district defaults or becomes insolvent.

Regional Transportation Authority – Colorado

Colorado law allows two or more cities, counties, and/or MPOs to form Regional Transportation Authorities (RTAs) to fund and build transportation infrastructure improvements and to provide transportation services within a multijurisdictional area boundary. An RTA has the power to build, finance, operate, and maintain any regional transportation system. RTAs can finance transportation projects (including but not limited to transit projects) through sales/use taxes, vehicle registration fees, lodging taxes, property tax mill levies, bonds, and loans with other private or public entities. This has been a very effective funding tool at both the large and small scale. Three existing RTAs are described below:

- The Roaring Fork Transportation Authority (RFTA) has been in operation since 1983 through intergovernmental agreements and then established itself as an RTA in 2000 to provide BRT service. The current RFTA includes Aspen, Snowmass Village, Pitkin County, Basalt, and a portion of Eagle County, Carbondale, Glenwood Springs and New Castle. This RTA levies sales and use taxes, which vary from 0.4% to 1.0% depending on the level of service received. Revenue from these taxes was reported to be $71.5 million in 2024. Ballot issue 7A was passed by voter approval in 2018 and allows RFTA to collect a property tax mill levy increase of 2.65 mills. This revenue will be used for bus rapid transit and local bus service improvements and to purchase new buses.
- The Pikes Peak Rural Transportation Authority includes El Paso County and the cities of Colorado Springs and Manitou Springs, and the towns of Ramah and Green Mountain Springs. The RTA was established in 2004 and reauthorized in 2012. This RTA levies a 1.0% sales tax, generating $100 million in annual revenue exclusively for transportation with 55% dedicated to specific capital projects, 35% to maintenance, and 10% to transit.
- The Aerotropolis Regional Transportation Authority (ARTA) encompasses approximately 3,000 acres in Aurora and Adams County south of Denver International Airport. This authority was established in 2023 to address critical regional transportation infrastructure needs and improve connectivity in an area of new development surrounding DIA. ARTA's key projects include the I-70 Aerotropolis Parkway Interchange and the 38th Avenue and E-470 Interchange. The primary funding sources are a 5 mill property tax and a 1.0% sales tax within the boundary of the district.

The RTA has been one of the most innovative funding tools for transportation projects in defined areas of common need across jurisdictional boundaries. It has broad abilities to generate revenues from a long list of eligible taxes and fees. It is potentially a special district tool that could be proposed in Washington as a new funding option.

- **Establishment** – To create a regional transportation authority, two or more governmental entities would need to establish an intergovernmental agreement (IGA). The IGA would need to establish a board or committee to oversee the RTA. In order to levy taxes and/or issue bonds, voter approval would be required of any property owners within the district.
- **Who Pays?** – An RTA can levy a sales tax of up to 1.0 percent; property tax of up to 5 mills; charge tolls; charge a motor vehicle registration fee of up to $10; and levy lodging taxes of up to 2.0 percent. RTAs may also enter into agreements to receive other revenues from participating jurisdictions.
- **Benefits** – RTAs can levy differential sales tax rates within its boundaries based on level of service received. RTAs can be expanded in the future to include additional properties.
- **Limitations** – Requires the involvement of two or more cities, towns, and/or counties.

Financial Model Updates

The Phase 1 Financial Model is a work in progress. The scenarios tested demonstrate that a financing plan based on using the existing NEPDA sources of TIF revenues have the potential to cover a substantial portion of the infrastructure needed to develop the catalyst sites in The Yard. Nevertheless, there is still a funding shortage regardless of the scenarios presented. The City and NEPDA will need to identify one or more additional funding sources, and/or evaluate an even smaller initial phase of development that further reduces upfront infrastructure investments. The financial pro forma model developed herein can be used to test other scenarios and/or variations in financing approach. It can also be used to incorporate other revenue sources including any grants that the City may ultimately receive.

Appendix K

UFP Planning Initiatives Table

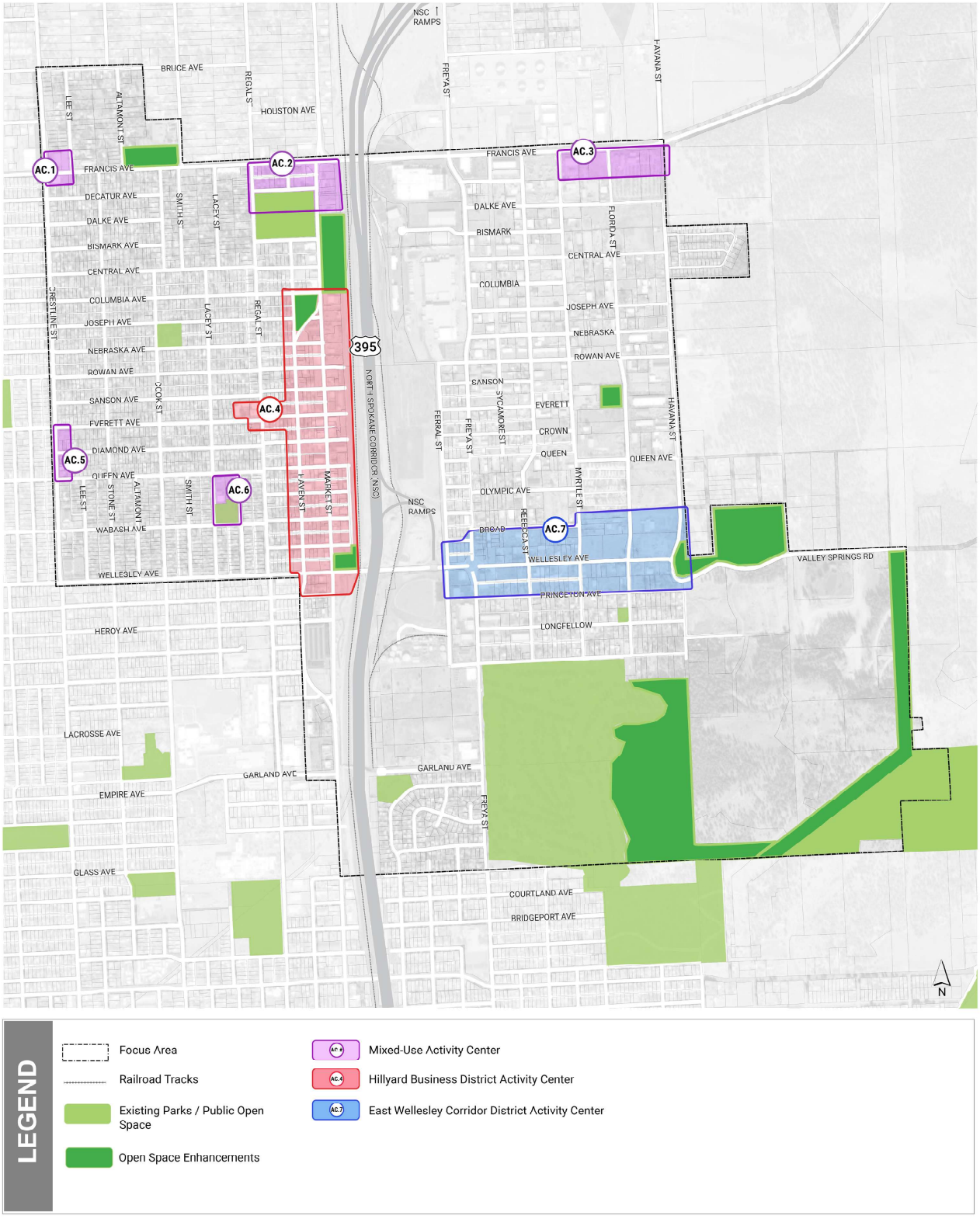


***Figure 9.1** – HIllyard Subarea Plan Activity Centers Map*

APPENDIX K: URBAN FRAMEWORK PLANNING INITIATIVES LIST									
ID	Plan Area	Category	Description	Involved Parties	Priority	Timeframe	Estimated Cost	Potential Funding Sources	Status
Activity Center Initiatives (AC.#)									
AC.1	Hillyard Residential	Activity Center	Activity Center1 designation as mixed-use neighborhood center	City of Spokane – Community and Economic Development Department		Short Term			
AC.2	Hillyard Business District	Activity Center	Activity Center 2 designation as mixed-use neighborhood center	City of Spokane – Community and Economic Development Department		Short Term			
AC.3	The Yard	Activity Center	Activity Center 3 designation as mixed-use neighborhood center	City of Spokane – Community and Economic Development Department		Short Term			
AC.4	Hillyard Business District	Activity Center	Activity Center 4 designation as Hillyard Business District	City of Spokane – Community and Economic Development Department		Short Term			
AC.5	Hillyard Residential	Activity Center	Activity Center 6 designation as mixed-use neighborhood center	City of Spokane – Community and Economic Development Department		Short Term			
AC.6	Wellesley Business District	Activity Center	Activity Center 6 designation as Wellesley Business District	City of Spokane – Community and Economic Development Department		Short Term			

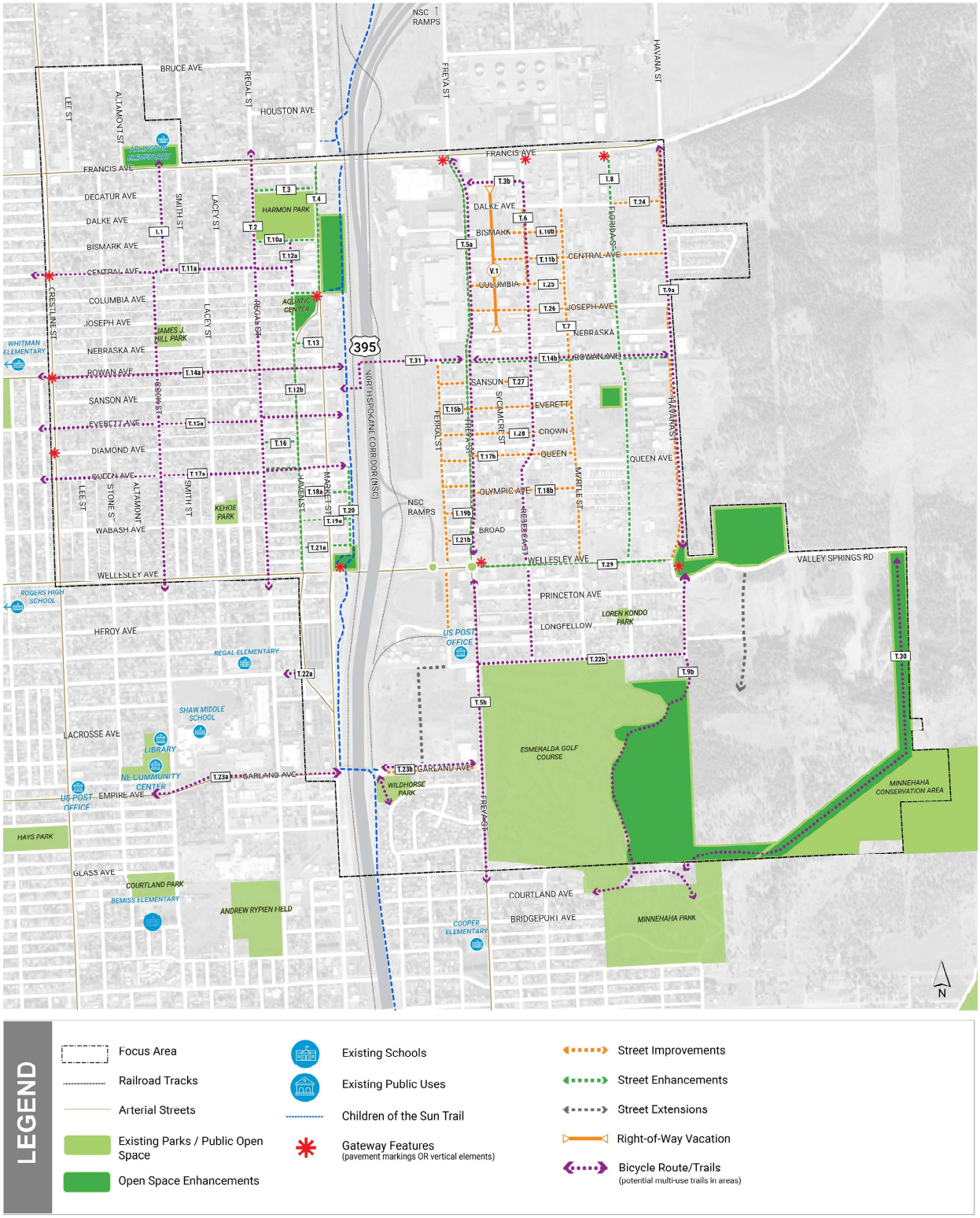


***Figure 9.2** – Hillyard Subarea Plan Transportation Map*

APPENDIX K: URBAN FRAMEWORK PLANNING INITIATIVES LIST									
ID	Plan Area	Category	Description	Involved Parties	Priority	Timeframe	Estimated Cost	Potential Funding Sources	Status
Transportation Initiatives (T.#)									
T.1	Hillyard Residential	Transportation	Cook Street Enhancements – add bicycle lanes	City of Spokane – Public Works Department		Long Term			
T.2	Hillyard Business District	Transportation	Regal Street Enhancements – add bicycle lanes	City of Spokane – Public Works Department		Long Term			
T.3	Hillyard Business District	Transportation	Decatur Avenue Enhancements – add sidewalks and street trees	City of Spokane – Public Works Department		Long Term			
T.3b	The Yard	Transportation	Decatur Avenue – add bicycle lanes	City of Spokane – Public Works Department		Long Term			
T.4	Hillyard Business District	Transportation	Market Street Enhancements – add street trees	City of Spokane – Public Works Department		Short Term			
T.5a	The Yard; Plan Area 4: Wellesley Business District	Transportation	Freya Street Enhancements – full street enhancements	City of Spokane – Public Works Department		Long Term			
T.5b	Wellesley Business District; Plan Area 5: Esmeralda	Transportation	Freya Street Enhancements – add bicycle lanes	City of Spokane – Public Works Department		Long Term			
T.6	The Yard; Plan Area 4: Wellesley Business District; Plan Area 5: Esmeralda	Transportation	Julia Street Enhancements – add bicycle lanes	City of Spokane – Public Works Department		Long Term			
T.7	The Yard; Plan Area 4: Wellesley Business District	Transportation	Myrtle Street Enhancements – full street improvements	City of Spokane – Public Works Department		Short Term			
T.8	The Yard	Transportation	Florida Street Enhancements – add bicycle lanes	City of Spokane – Public Works Department		Long Term			

APPENDIX K: URBAN FRAMEWORK PLANNING INITIATIVES LIST									
ID	Plan Area	Category	Description	Involved Parties	Priority	Timeframe	Estimated Cost	Potential Funding Sources	Status
Transportation Initiatives (T.#)									
T.9a	The Yard; Wellesley Business District	Transportation	N Havana Street Enhancements – full street improvements	City of Spokane – Public Works Department		Long Term			
T.10a	Esmeralda	Transportation	Havana Street and Esmeralda Golf Course Trail Enhancements – full street enhancements	City of Spokane – Public Works Department		Long Term			
T.10b	The Yard	Transportation	Bismark Avenue Enhancements – full street improvements	City of Spokane – Public Works Department		Long Term			
T.11a	Hillyard Business, District; Hillyard Residential	Transportation	Central Avenue Enhancements – add bicycle lanes	City of Spokane – Public Works Department		Long Term			
T.11b	The Yard	Transportation	Central Avenue Enhancements – full street improvements	City of Spokane – Public Works Department		Short Term			
T.12a	Hillyard Business District	Transportation	Haven Street Enhancements – add bicycle lanes	City of Spokane – Public Works Department		Long Term			
T.12b	Hillyard Business District	Transportation	Haven Street – full street enhancements	City of Spokane – Public Works Department		Long Term			
T13	Hillyard Business District	Transportation	Nebraska Avenue - full street enhancements	City of Spokane – Public Works Department		Long Term			
T.14a	Hillyard Business District; Hillyard Residential	Transportation	Rowan Avenue Enhancements – add bicycle lanes	City of Spokane – Public Works Department		Long Term			

APPENDIX K: URBAN FRAMEWORK PLANNING INITIATIVES LIST									
ID	Plan Area	Category	Description	Involved Parties	Priority	Timeframe	Estimated Cost	Potential Funding Sources	Status
Transportation Initiatives (T.#)									
T.14b	The Yard	Transportation	Rowan Avenue – full street enhancements, add bicycle lanes	City of Spokane – Public Works Department		Long Term			
T.15a	Hillyard Business District; Hillyard Residential	Transportation	Everett Avenue Enhancements – add bicycle lanes	City of Spokane – Public Works Department					
T.15b	The Yard	Transportation	Everett Avenue Improvements – full street improvements	City of Spokane – Public Works Department		Long Term			
T.16	Hillyard Business District	Transportation	Diamond Avenue – full street enhancements	City of Spokane – Public Works Department		Long Term			
T.17a	Hillyard Business District; Hillyard Residential	Transportation	Queen Avenue Enhancements – add bicycle lanes and street trees	City of Spokane – Public Works Department		Long Term			
T.17b	The Yard	Transportation	Queen Avenue Improvements – full street improvements	City of Spokane – Public Works Department		Long Term			
T.18a	Hillyard Business District	Transportation	Olympic Avenue – full street enhancements	City of Spokane – Public Works Department		Long Term			
T18b	The Yard	Transportation	Olympic Avenue Improvements – full street improvements	City of Spokane – Public Works Department		Long Term			
T.19a	Hillyard Business District	Transportation	Wabash Avenue – full street enhancements	City of Spokane – Public Works Department		Long Term			
T.19b	The Yard	Transportation	Wabash Avenue Improvements – full street improvements	City of Spokane – Public Works Department					

APPENDIX K: URBAN FRAMEWORK PLANNING INITIATIVES LIST									
ID	Plan Area	Category	Description	Involved Parties	Priority	Timeframe	Estimated Cost	Potential Funding Sources	Status
Transportation Initiatives (T.#)									
T.20	Hillyard Business District	Transportation	Greene Street – full street enhancements, reconstruct as "Festival Street"	City of Spokane – Public Works Department		Long Term			
T.21a	Hillyard Business District	Transportation	Broad Avenue – full street enhancements	City of Spokane – Public Works Department		Long Term			
T.21b	Wellesley Business District	Transportation	Broad Avenue Improvements – full street improvements	City of Spokane – Public Works Department		Long Term			
T.22a	Esmeralda	Transportation	Rich Avenue Enhancements – add bicycle lanes	City of Spokane – Public Works Department		Long Term			
T.22b	Esmeralda	Transportation	Rich Avenue Enhancements – add bicycle lanes	City of Spokane – Public Works Department		Long Term			
T.23a	Esmeralda	Transportation	Garland Avenue Enhancements – add bicycle lanes	City of Spokane – Public Works Department		Long Term			
T.23b	Esmeralda	Transportation	Garland Avenue Improvements – full street improvement, add bicycle lanes	City of Spokane – Public Works Department		Long Term			
T.24	The Yard	Transportation	Dalke Avenue Improvements – full street improvements	City of Spokane – Public Works Department		Long Term			
T.25	The Yard	Transportation	Columbia Avenue Improvements – full street improvements	City of Spokane – Public Works Department		Long Term			
T.26	The Yard	Transportation	Joseph Avenue Improvements – full street improvements	City of Spokane – Public Works Department		Long Term			
T.27	The Yard	Transportation	Sanson Avenue Improvements – full street improvements	City of Spokane – Public Works Department		Long Term			

APPENDIX K: URBAN FRAMEWORK PLANNING INITIATIVES LIST									
ID	Plan Area	Category	Description	Involved Parties	Priority	Timeframe	Estimated Cost	Potential Funding Sources	Status
Transportation Initiatives (T.#)									
T.28	The Yard	Transportation	Crown Avenue Improvements – full street improvements	City of Spokane – Public Works Department		Long Term			
T.29	Wellesley Business District	Transportation	Broad Avenue Improvements – full street improvements	City of Spokane – Public Works Department		Long Term			
T.30	Esmeralda	Transportation	Minnehaha Conservation Trail (Avista Power Easement) – add multi-use path	City of Spokane – Public Works Department		Long Term			
U.1	Hillyard Business District	Utilities	Market Street Regional Stormwater Facility – Enhance stormwater facility on NSC parcel	City of Spokane – Public Works Department		Long Term			
U.2	Hillyard Residential	Utilities	Florida Street Regional Stormwater Facility – add regional stormwater facility	City of Spokane – Public Works Department		Long Term			
U.3	Wellesley Business District	Utilities	Wellesley Avenue Regional Stormwater Facility (North) – enhance stormwater facility	City of Spokane – Public Works Department		Long Term			
U.4	Wellesley Business District	Utilities	Wellesley Avenue Regional Stormwater Facility (South)	City of Spokane – Public Works Department		Long Term			

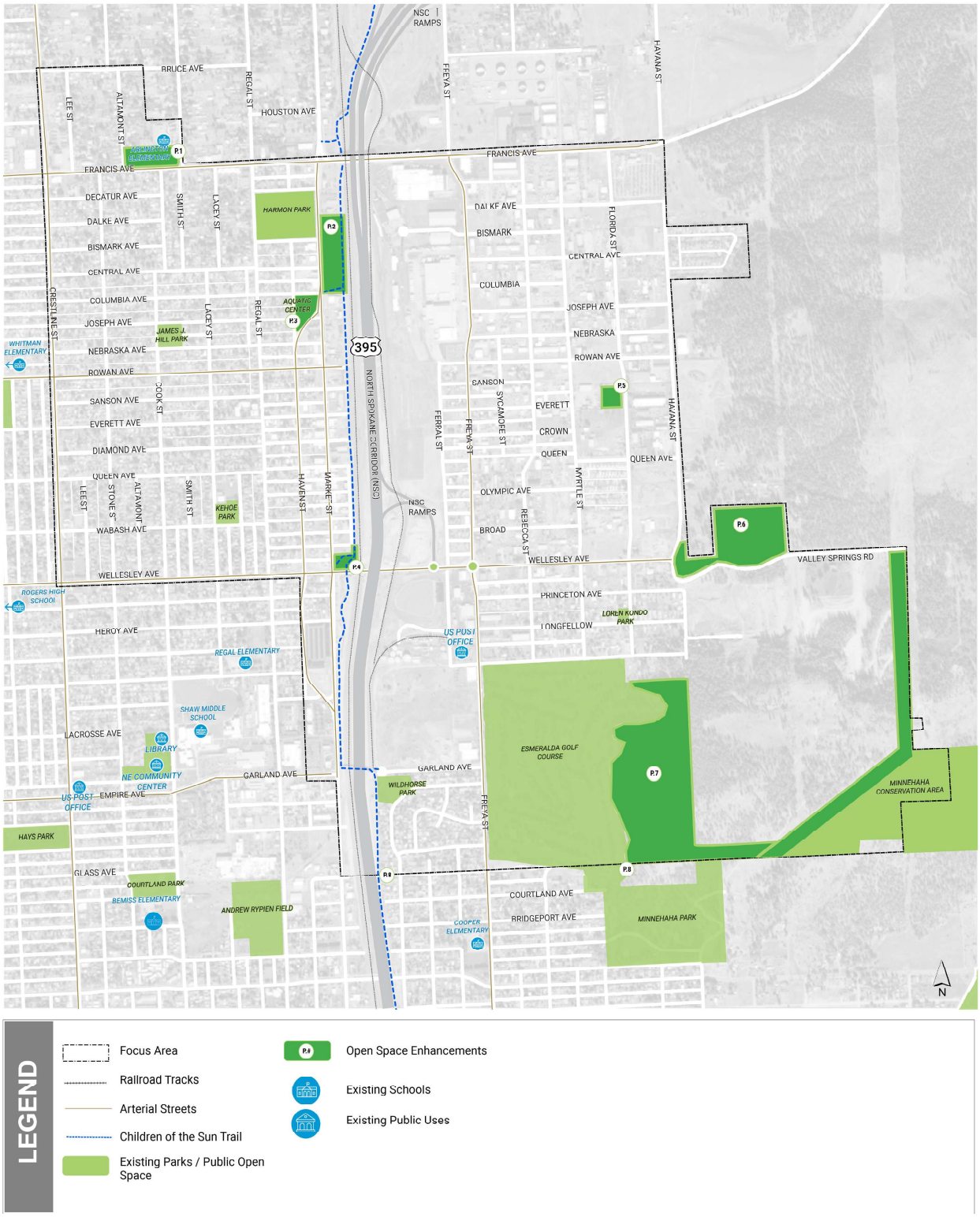


Figure 9.3 – *HIllyard Subarea Plan Park/Open Space Enhancements Map*

APPENDIX K: URBAN FRAMEWORK PLANNING INITIATIVES LIST									
ID	Plan Area	Category	Description	Involved Parties	Priority	Timeframe	Estimated Cost	Potential Funding Sources	Status
Park and Open Space Enhancements (P.#)									
P.1	Hillyard Business District	Park and Open Space Enhancements	Arlington Elementary School Site Enhancements – playground and open space enhancements	City of Spokane – Public Works Department		Long Term			
P.2	Hillyard Business District	Park and Open Space Enhancements	NSC Open Space/ Stormwater Facility - Landscaping and passive gathering area	City of Spokane – Public Works Department		Mid Term			
P.3	Hillyard Business District	Park and Open Space Enhancements	Aquatic Center Site Enhancements - Enlarge and enhance open space area (from vacated ROW)	City of Spokane – Public Works Department		Long Term			
P.4	Hillyard Business District	Park and Open Space Enhancements	Children of the Sun Trailhead - Enhanced gathering area, add art installations, add rental bikes/ scooters	City of Spokane – Public Works Department		Mid Term			
P.5	The Yard	Park and Open Space Enhancements	Public Works Open Space and Stormwater Facility – Landscaping and passive gathering area	City of Spokane – Public Works Department		Mid Term			
P.6	Wellesley Business District	Park and Open Space Enhancements	Beacon Hill Reservoir Open Space – connections to proposed park, add bicycle trails	City of Spokane – Parks and Recreation Department		Long Term			
P.7	Esmeralda	Park and Open Space Enhancements	Minnehaha Conservation Area and Park Enhancements – trail enhancements, add wayfinding	City of Spokane – Public Works Department		Long Term			
P.8	Esmeralda	Park and Open Space Enhancements	Additional entry point to Beacon Hill Bike Park from the Children of the Sun Trail.	City of Spokane – Parks and Recreation Department		Long Term			

Appendix L

Capital Improvements Table

APPENDIX L: CIP (CAPITAL IMPROVEMENTS PLAN)										
ID	Initiative Name	Plan Area	Category	Description	Involved Parties	Priority	Timeframe	Estimated Cost	Potential Funding Sources	Status
Transportation and Mobility Strategies (Chapter 5)										
T.6	**Arterial Roads Expansion**	Hillyard Study Area	Transportation and Mobility	Expand key arterial roads for accessing the Study Area and connecting to the North Spokane Corridor (NSC) and BNSF rail line.	City of Spokane – Public Works Department		Mid Term			
T.7	**Transit**	Hillyard Study Area	Transportation and Mobility	US395/North Spokane Corridor Transit Service	City of Spokane – Public Works Department		Long Term			
T.8	**Open Space/ Stormwater**	Hillyard Business District	Transportation and Mobility	**NSC Open Space/Stormwater Facility**: Add landscaping, walking path connecting to Harmon Park to the Children of the Sun Trail, and educational signage that informs the public on stormwater management. (UFP P.2/U.1)	City of Spokane – Public Works Department; – City of Spokane Parks and Recreation Department, – WSDOT		Mid Term			
T.9	**Street Reconstruction**	E Wellesley Business District	Transportation and Mobility	E Wellesley Ave (between N Crestline St – Valley Springs Rd) street reconstruction (UFP T.29)	City of Spokane – Public Works Department		Long Term			
T.10	**Pedestrian and Bikeways**	The Yard	Transportation and Mobility	N Freya St (between E Francis Ave – E Wellesley Ave) pedestrian and bikeways (UFP T.5a)	City of Spokane – Public Works Department		Mid Term			
T.11	**Pedestrian and Bikeways**	Hillyard Business District	Transportation and Mobility	N Market St (between E Francis Ave – E Garland Ave) pedestrian and bikeways (UFP T.4)	City of Spokane – Public Works Department		Mid Term			
T.12	**Pedestrian and Bikeways**	Hillyard Residential	Transportation and Mobility	E Rowan Ave (between Crestline St – N Market St) pedestrian and bikeways (UFP T.14a)	City of Spokane – Public Works Department		Mid Term			
T.13	**Pedestrian and Bikeways**	The Yard	Transportation and Mobility	E Rowan Ave (between N Greene St – N Ferrall St) pedestrian and bikeways	City of Spokane – Public Works Department		Mid Term			

APPENDIX L: CIP (CAPITAL IMPROVEMENTS PLAN)										
ID	Initiative Name	Plan Area	Category	Description	Involved Parties	Priority	Timeframe	Estimated Cost	Potential Funding Sources	Status
Transportation and Mobility Strategies (Chapter 5)										
T.14	**Pedestrian and Bikeways**	Esmeralda	Transportation and Mobility	E Rich Ave (between N Freya St – N Havana St) pedestrian and bikeways (UFP T.22b)	City of Spokane – Public Works Department		Mid Term			
T.15	**Pedestrian and Bikeways**	Hillyard Study Area	Transportation and Mobility	North Hillyard Sidewalk	City of Spokane – Public Works Department		Mid Term			
T.16	**Street Design**	Esmeralda	Transportation and Mobility	N Freya St (between E Wellesley – E Garnet Ave) street design (UFP T.5b)	City of Spokane – Public Works Department		Long Term			
T.17	**Street Design**	Hillyard Business District	Transportation and Mobility	N Haven St (between Nebraska – E Rockwell Ave) street design (T.12b)	City of Spokane – Public Works Department		Long Term			
T.18	**Street Design**	The Yard	Transportation and Mobility	N Myrtle St (between Dalke Ave – E Wellesley Ave) street design (UFP T.7)	City of Spokane – Public Works Department		Long Term			
T.19	**Street Design**	The Yard	Transportation and Mobility	E Rowan Ave (between N Ferrall St – N Havana St) street design (UFP T.14b)	City of Spokane – Public Works Department		Long Term			
T.20	**Street Design**	The Yard	Transportation and Mobility	N Havana St (between E Francis Ave – E Rich Ave) street design (UFP T.9a)	City of Spokane – Public Works Department		Long Term			
T.21	**Street Design**	Hillyard Residential	Transportation and Mobility	E Rich Ave (between N Crestline St – N Haven St) street design	City of Spokane – Public Works Department		Long Term			
T.22	**Street Design**	Hillyard Business District	Transportation and Mobility	N Greene St (between E Queen Ave – E Broad Ave) street design City of Spokane – Public Works	City of Spokane – Public Works Department		Long Term			

APPENDIX L: CIP (CAPITAL IMPROVEMENTS PLAN)										
ID	Initiative Name	Plan Area	Category	Description	Involved Parties	Priority	Timeframe	Estimated Cost	Potential Funding Sources	Status
Transportation and Mobility Strategies (Chapter 5)										
T.23	**Street Design**	Hillyard Residential	Transportation and Mobility	Street design for local roads in West Hillyard	City of Spokane – Public Works Department		Short Term			
T.24	**Street Design**	The Yard	Transportation and Mobility	Street design for local roads in East Hillyard	City of Spokane – Public Works Department		Short Term			
Utilities (Chapter 9)										
U.1	**Potable Water**	North HIll	Utilities	Provide additional Standby Storage Volume to serve the North Hill Pressure Zone within the next 20 years	City of Spokane – Public Works Department		Long Term			
U.2	**Potable Water**	Hillyard Study Area	Utilities	Investigate age and condition of distribution piping to determine if a replacement is warranted	City of Spokane – Public Works Department		Short Term			
U.3	**Potable Water**	Hillyard Study Area	Utilities	Require private development to extend public distribution mains for lots that do not currently have access to a distribution main	City of Spokane – Public Works Department		Short, Mid, and Long Term			
U.4	**Potable Water**	The Yard	Utilities	Upgrade both distribution and transmission conveyance infrastructure within the Yard	City of Spokane – Public Works Department		Mid Term			
U.5	**Potable Water**	The Yard	Utilities	Continuation of transmission main along Freya St between Wellesley Ave and Francis Ave	City of Spokane – Public Works Department		Mid Term			
U.6	**Potable Water**	Hillyard Business District, The Yard	Utilities	Install additional transmission main along Rowan St under the NSC between FreyaSt and Haven St	City of Spokane – Public Works Department		Mid Term			
U.7	**Potable Water**	Hillyard Study Area	Utilities	Install a network of larger diameter pipes (12” to 18”) along major rights-of-way	City of Spokane – Public Works Department		Mid Term			

APPENDIX L: CIP (CAPITAL IMPROVEMENTS PLAN)										
ID	Initiative Name	Plan Area	Category	Description	Involved Parties	Priority	Timeframe	Estimated Cost	Potential Funding Sources	Status
Utilities (Chapter 9)										
U.8*	**Potable Water**	The Yard	Utilities	Conduct a future hydraulic analysis of the Yard Plan Area's water system	City of Spokane – Public Works Department	High	Mid Term			
U.9*	**Sanitary Water Service**	Hillyard Study Area	Utilities	Where necessary, update old sewer line segments to accommodate new development or redevelopment projects	City of Spokane – Public Works Department	High	Short Term			
U.10	**Sanitary Water Service**	The Yard	Utilities	Conduct detailed hydraulic analysis, specifically in the Yard Plan Area using forecast future demands	City of Spokane – Public Works Department	High	Short Term			
U.11	**Sanitary Water Service**	Hillyard Study Area	Utilities	Require developers to inspect sewer main adjacent to proposed development with a sewer camera to assess condition of piping immediately downstream	City of Spokane – Public Works Department		Short Term			
U.12	**Sanitary Water Service**	Hillyard Study Area	Utilities	Ensure that any development within the Focus Area proposing to keep existing buildings should demonstrate that existing downspouts are either not connected to public sewer conveyance, or to include plans for disconnecting roof drains from sanitary sewerage as part of the development	City of Spokane – Public Works Department		Short Term			
U.13	**Sanitary Water Service**	Hillyard Study Area	Utilities	Where combined sewer connections exist, require developers to disconnect the storm from the sanitary sewer main, and to treat stormwater separately.	City of Spokane – Public Works Department		Short Term			
U.14	**Sanitary Water Service**	The Yard	Utilities	Ensure that any development within the Yard Plan Area seeking to keep existing buildings demonstrate that either the structures are not connected to a septic or cesspool system, or to provide plans for connection to public conveyance and decommissioning of said septic or cesspool system.	City of Spokane – Public Works Department		Short Term			

* High Priority

APPENDIX L: CIP (CAPITAL IMPROVEMENTS PLAN)										
ID	Initiative Name	Plan Area	Category	Description	Involved Parties	Priority	Timeframe	Estimated Cost	Potential Funding Sources	Status
Utilities (Chapter 9)										
U.15	**Potable Water**	E Wellesley Business District	Utilities	Consider relocation of some conveyance to avoid conflicts with the proposed development of a WSDOT roundabout on Wellesley Ave	City of Spokane – Public Works Department		Short Term			
U.16	**Stormwater Management Service**	Hillyard Study Area	Utilities	Require developers to inspect the storm main adjacent to development to assess condition of piping downstream of the intended point of connection, and require the developer provide replacement if necessary	City of Spokane – Public Works Department		Short Term			
U.17	**Stormwater Management Services**	The Yard	Utilities	Design and implement regionally shared stormwater treatment systems	City of Spokane – Public Works Department		Mid Term			
U.18	**Stormwater Management Services**	Hillyard Study Area	Utilities	Require developers to assess the quality and performance of drywells within fronting ROW	City of Spokane – Public Works Department		Short Term			
U.19	**Stormwater Management Services**	Hillyard Study Area	Utilities	Require soil sampling on new development projects to test for common pollutants of concern	City of Spokane – Public Works Department		Short Term			
U.20	**Broadband Services**	Hillyard Study Area	Utilities	Coordinate with Petrcichor Broadband and Broadlinc to track and plan for significant changes in planning, capital improvement projects, or development trends in the Focus Area	City of Spokane – Public Works Department		Mid Term			
U.21	**Broadband Services**	Hillyard Study Area	Utilities	Work with WSDOT to understand the North Spokane Corridor's applicability as a telecommunications right-of-way (ROW).	City of Spokane – Public Works Department		Short Term			
U.22	**Broadband Services**	Esmeralda	Utilities	Place additional conduit in the areas where sewer and electrical infrastructure are being installed for the new Esmeralda Business Park	City of Spokane – Public Works Department		Short Term			

APPENDIX L: CIP (CAPITAL IMPROVEMENTS PLAN)										
ID	Initiative Name	Plan Area	Category	Description	Involved Parties	Priority	Timeframe	Estimated Cost	Potential Funding Sources	Status
Utilities (Chapter 9)										
U.23	**Broadband Services**	Hillyard Study Area	Utilities	Install conduits/fibers along rightof-ways of newly reconstructed roads	City of Spokane – Public Works Department		Short, Mid, and Long Term			
U.24	**Electrical Power and Natural Gas**	Hillyard Study Area	Utilities	Coordinate with Avista Utilities to track and plan for any significant changes in planning, capital improvement projects, or development trends in the Focus Area	City of Spokane – Public Works Department – Avista Utilities		Short Term			
U.25	**Electrical Power and Natural Gas**	E Wellesley Business District	Utilities	Prioritize E Wellesley Business District for natural gas infrastructure improvement	City of Spokane – Public Works Department – Avista Utilities		Long Term			

CITY OF SPOKANE PLAN COMMISSION
FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS
REGARDING THE HILLYARD SUBAREA PLAN

A recommendation of the City of Spokane Plan Commission to the City Council related to the Hillyard Subarea Plan ("the Plan").

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. The Spokane City Council adopted resolution RES 2025-0022 on March 31, 2025, establishing the Plan Commission's annual work plan, which includes direction to work on the Plan.

C. Comprehensive Plan policy LU 7.4 directs the City to "undertake more detailed sub-area and neighborhood planning."

D. The City's consultant team, under the direction of City staff and led by Stantec Consulting Services, has prepared the Hillyard Subarea Plan.

E. Outreach and public communication began in April 2023 and included the following:

1. Continuous updates on the Project Webpage starting in April 2023;
2. August 5, 2023: Pop-up engagement event at the Hillyard Festival;
3. September 6, 2023: Newsletter on project updates sent to interested parties list;
4. September 20, 2023: Community Meeting and Walking Tour of Hillyard;
5. October to December 2023: Online survey open to collect thoughts and recommendations for the Subarea Plan;
6. Steering Committee Meetings on September 21 and November 29, 2023;
7. December 15, 2023: Presentation and discussion with English classes at Rogers High School;
8. March 27, 2024: Tour of Hillyard with residents, City staff, and City Council members;
9. April 2024: Newsletter on project updates sent to interested parties list;
10. Regular project updates distributed via PlanSpokane blog posts starting in October 2024;
11. July 2024: Newsletter on project updates sent to interested parties list;
12. September 18, 2024: Newsletter update on the Plan's public financing strategy sent to interested parties list;
13. January 23, 2025: Newsletter on project updates sent to interested parties list;

F. Public, agency, and department comments were included in the staff report associated with the public hearing.

G. A State Environmental Protection Act (SEPA) Determination of Nonsignificance and Checklist were issued by Planning Services on August 27, 2025. The comment period ended on September 10, 2025 and the appeal period ended on September 17, 2025.

H. A legal notice of public hearing was published in the *Spokesman-Review* on August 27, 2025 and September 3, 2025.

I. The City of Spokane Plan Commission held a hearing on September 10, 2025. At the public hearing, the Plan Commission heard public testimony and deliberated on the Hillyard Plan.

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 extensive 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 Plan will be mitigated by enforcement of the City's development regulations.
4. The Plan Commission finds that the proposed amendments are consistent with the applicable provisions of the Comprehensive Plan.

RECOMMENDATION:

In the matter of the Hillyard Subarea Plan, as based on the above listed findings and conclusions, by vote of 6-0, 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.



Ryan Patterson, Vice President
Spokane Plan Commission

September 19, 2025

PC Findings and Conclusions Hillyard Subarea Plan 1

Final Audit Report 2025-09-19

Created:	2025-09-19
By:	Angela McCall (amccall@spokanecity.org)
Status:	Signed
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"PC Findings and Conclusions Hillyard Subarea Plan 1" History

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2025-09-19 - 2:49:28 PM GMT

Document emailed to Ryan Patterson (rpatterson@spokanecity.org) for signature
2025-09-19 - 2:49:32 PM GMT

Email viewed by Ryan Patterson (rpatterson@spokanecity.org)
2025-09-19 - 4:34:43 PM GMT

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Adobe Acrobat Sign

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 07/14/2025

Committee Agenda type: Discussion

Council Meeting Date: 08/18/2025

Date Rec'd	7/9/2025		
Clerk's File #	ORD C36732		
Cross Ref #			
Project #			
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	ADAM 6779	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	ZZAPPONE PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	0520 ORDINANCE RENAMING HOUSING LOCAL SALES TRUST FUND TO HEART		

Agenda Wording

An ordinance renaming the Housing Local Sales Trust Fund to the Housing Equity and Attainable Residences Trust (HEART) Fund, matching the municipal code with state law, and making the HEART affordable housing program permanent.

Summary (Background)

An ordinance renaming the Housing Local Sales Trust Fund to the Housing Equity and Attainable Residences Trust (HEART) Fund, matching the municipal code with state law, and making the HEART affordable housing program permanent; adopting a new Section 08.07C.051; amending Sections 07.08.155, 08.07C.020, 08.07C.030; and repealing Sections 08.07C.050 and 08.07.060 of the Spokane Municipal Code.

What impacts would the proposal have on historically excluded communities?

The recent H.O.M.E. Starts Here Initiative seeks to reduce the number of Spokane residents who are housing cost-burdened, add new housing units at all income levels, and expand the City's homeownership rate. This ordinance celebrates the community-led work to that end by renaming the Housing Local Sales Trust Fund to HEART.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	N/A

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		**Additional Approvals**	
Dept Head	SCOTT, ALEXANDER		
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List
amcdaniel@spokanecity.org

ORDINANCE NO C36732

An ordinance renaming the "Housing Local Sales Fund" to the "HEART Fund," adopting a new Section 08.07C.051; amending Sections 07.08.155, 08.07C.020, 08.07C.030; and repealing Sections 08.07C.050 of the Spokane Municipal Code.

WHEREAS, in 2020, after a community campaign led by numerus community groups, the Spokane City Council adopted Ordinance C35982 imposing a sales and use tax for the construction, acquisition, and rehabilitation of affordable housing and housing-related supportive services, as authorized by the Washington State Legislature via House Bill 1590 (2019); and

WHEREAS, in addition to authorizing a sales and use tax, Ordinance C35982 established funding priorities, imposed a sunset date at which the tax would expire absent City Council action to renew or reauthorize the tax; and established an advisory committee of residents and stakeholders to review applications and provide recommendations to the City Council on the use of the funds derived from the tax and periodically report on the effectiveness of the allocation of those dollars; and

WHEREAS, the Sales and Use Tax for Housing and Housing-Related Services, known as "1590", is a significant local funding source for the construction of affordable housing, behavioral health facilities, housing-related services, and behavioral health services; and

WHEREAS, in 2023 the Spokane City Council passed Ordinance C36401 to further emphasize the funding prioritization with respect to the construction and of new units of affordable housing by increasing the stated minimum allocation requirement for construction or acquisition of affordable housing from 60% to 75%; and

WHEREAS, the Spokane City Council passed Resolution 2025-0015 in March of 2025 adopting the Land Capacity Analysis, which outlines the residential unit and population capacity of the City through 2046 and is a required step of the periodic update to the Comprehensive Plan pursuant to the Growth Management Act (RCW 36.70A.115); and

WHEREAS, Spokane needs more than 22,000 housing units by 2046, including more than 11,000 units at 60% of the Area Median Income ("AMI") or below; and

WHEREAS, the H.O.M.E. Starts Here Initiative seeks to reduce the number of Spokane residents who are housing cost-burdened, to add new housing units at all income levels, and to expand the city's homeownership rate; and

WHEREAS, to achieve these housing stability goals, the City seeks to update the municipal code to give the City Council and Administration the utmost flexibility to respond nimbly to the City's affordable housing needs; and

WHEREAS, the Brown Administration and City Council seek to celebrate the community-led work to create this critical affordable housing funding source by renaming the program to HEART; and

WHEREAS, the provisions of Ordinance C35982, particularly portions of the ordinance codified in SMC 08.07C.050 and as modified by Ordinance C36401 in 2023, are difficult to administer and do not allow for efficient disposition of 1590 funds; and

WHEREAS, the City intends to streamline the provisions established by Ordinance C35982 to better serve the City's long-term housing and program goals and affordable housing planning efforts;

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 07.08.155 of the Spokane Municipal Code is amended to read as follows:

Section 07.08.155 ((~~Housing Local Sales Tax Fund~~)) HEART Fund

A. There is established a special revenue fund to be known as the ((~~"Housing Local Sales Tax Fund,"~~)) "HEART Fund" into which shall be deposited funds generated from the 0.1% local sales and use tax for affordable housing and supportive services ((~~created pursuant to Ordinance No. C-35982 and~~)) codified in Chapter 8.07C SMC.

B. The funds shall be used consistent with the provisions of Chapter 8.07C SMC and RCW 82.14.530.

Section 2. That Section 08.07C of the Spokane Municipal Code is amended to read as follows:

Chapter 08.07C ((~~Sales and Use Tax for Housing and Housing-Related Supportive Services~~ HEART

Section 3. That Section 08.07C.020 of the Spokane Municipal Code is amended to read as follows:

Section 08.07C.020 Imposition of Sales and Use Tax ((~~; Notification to and Collection by the State Department of Revenue~~)) HEART Fund

A. There is imposed a sales and use tax ((~~, as the case may be, as authorized by Chapter 222, Laws of 2020,~~)) as codified ((~~at~~)) in RCW 82.14.530, upon every taxable event, as defined in chapter 82.14 RCW, occurring within the City of Spokane.

B. The rate of the tax authorized by this section may not exceed one-tenth of one percent (0.1%) of the selling price in the case of a sales tax, or value of the article used, in the case of a use tax.

C. The tax authorized by this section is in addition to any other taxes authorized by law and must be collected from persons who are taxable by the state under Chapters 82.08 and 82.12 ((~~,~~)) RCW, upon the occurrence of any taxable event within the city.

D. ((~~The City shall notify the Department of Revenue of the imposition of the tax no sooner than April 1, 2021, and shall only make such notification if the City has not begun collection of an alternative and unrestricted revenue source in a projected amount which is equivalent to the projected revenues authorized by this section.~~)) The tax authorized by this section shall be known as the HEART Fund.

Section 4. That Section 08.07C.030 of the Spokane Municipal Code is amended to read as follows:

Section 08.07C.030 Uses of Tax Revenues; Funding Priorities

A. The City may use the moneys collected by the tax imposed under SMC 08.07C.020 or bonds issued under RCW 82.14.530(5) only for the purposes described in RCW 82.14.530, with a minimum of ((~~seventy-five percent (75%)~~)) seventy percent (70%) of the revenue collected under this chapter annually to be used for the following purposes, consistent with RCW 82.14.530(2) with a specific preference for occupant ownership of housing units, including, without limitation, cooperatively-owned multi-family projects:

1. ((~~Constructing or acquiring~~)) Grants, loans, or projects to construct or acquire affordable housing, which may include emergency, transitional, and supportive housing and new units of affordable housing within an existing

structure, and facilities providing housing-related services or acquiring land for these purposes; or

2. ((~~Constructing or acquiring~~)) Grants, loans, or projects to construct or acquire behavioral health-related facilities, or acquiring land for these purposes; or

3. Funding the operations and maintenance costs of new units of affordable housing and facilities where housing-related programs are provided, or newly constructed evaluation and treatment centers.

4. The affordable housing and facilities providing housing-related programs in 08.07C.030(A)(1) may only be provided to persons within any of the following population groups whose income is at or below sixty percent of the median income of ((~~the county imposing the tax~~)) Spokane County:

    a. Persons with behavioral health disabilities; or

    b. Veterans;

    c. Senior citizens;

    d. Persons who are homeless or at-risk of being homeless, including families with children;

    e. Unaccompanied homeless youth or young adults;

    f. Persons with disabilities; or

    g. Domestic violence survivors.

Each year the foregoing uses may constitute less than seventy percent (70%) of the annual revenues collected under this chapter with council approval via a resolution that (1) sets forth the actual percentages allocated to the proposed uses of revenues and (2) approves the proposed use of funds as allocated.

B. The remainder of the moneys collected under this chapter must be used for (1) the operation, delivery, or evaluation of mental and behavioral health treatment programs and services or housing-related services, with the overall objective of helping to maintain housing stability, (2) the Legal Services and Relocation Fund, in the amounts and for the purposes set forth in section 07.08 158 of this code.

C. Commencing January 1, 2026, the City Council may adopt an annual resolution no later than March 1 identifying any objective priority or priorities the Council seeks to achieve by projects and services recommended for award under this chapter. Adoption of such a resolution shall not be a substitute for council approval of funding of individual projects as may be required under Sections 07.06 and 07.19 of the Spokane Municipal Code.

((~~C.~~)) D. Recommendations on the use of revenues collected under this chapter shall employ a racial equity framework that promotes equity, reduces disparities in housing, and achieves equitable outcomes for marginalized populations and populations that have been subject to historical or present discrimination in housing markets and/or housing policy.

((~~D.~~)) E. The City may, under the authority of RCW 82.14.530(5), issue general obligation or revenue bonds within the limitations now or hereafter prescribed by state law, and may use, and is authorized to pledge, up to fifty percent (50%) of the revenues collected under the authority of this chapter for repayment of such bonds, in order to finance the provision or construction of affordable housing, facilities where housing-related programs are provided, or evaluation and treatment centers described in RCW 82.14.530(2)(a)(iii).

((~~E.~~)) F. Revenues collected under this chapter may be used to offset reductions in state or federal funds for the purposes described in RCW 82.14.530(2).

((~~F.~~)) G. No more than ten percent (10%) of the revenues collected under the authority of this chapter may be used to supplant existing local funds.

((~~G.~~)) H. No more than ((~~two and one-half~~)) ten percent (((~~2.5%~~))) (10%) of the revenues collected under the authority of this chapter may be used for staff and administrative expenses or program implementation costs incurred by the City of Spokane.

Section 5. That Section 08.07C.050 of the Spokane Municipal Code is repealed.

Section 6. That there is adopted a new Section 08.07C.051 of the Spokane Municipal Code to read as follows.

Section 08.07C.051 Funding Process and Timeline

A. An annual notice of funding availability for construction, rehabilitation, or acquisition shall be published no later than May 1st unless temporarily extended or

delayed by City Council resolution. The application shall remain open no less than sixty (60) days.

B. An annual notice of funding availability for housing-related or behavioral health services shall be published no later than June 1st unless temporarily extended or delayed by City Council resolution. The application shall remain open no less than sixty (60) days.

C. The Community, Housing, and Human Services Department and Purchasing and Contracts Department shall establish multilevel application review and evaluation procedures consistent with the City's approved procurement policies and procedures and state law. All evaluation criteria shall be enumerated in the notice of funding availability.

D. The Community, Housing, and Human Services Department shall provide at least one technical assistance workshop in person or virtually to potential applicants and interested parties before issuing a notice of funding availability. The Community, Housing, and Human Services Department may also provide individual technical assistance meetings to potential applicants upon the availability of Community, Housing, and Human Services Department staff.

E. Any project or service recommended to the City Council for award under this chapter shall be evaluated, at minimum, for conceptual soundness, financial feasibility, project readiness, its impact in addressing housing disparities, its impact on historically excluded communities, and the historic performance of the applicant, provided that nothing shall prohibit award recommendations to new applicants working closely or in partnership with an experienced housing development or management organization. Recommendations to the City Council for awards shall include, at a minimum, copies of the Notice of Funding Availability (or similar notices), copies of applications of parties recommended for awards, scoring materials, and staff reports related to the awards. All such materials may be redacted consistent with the Washington Public Records Act (RCW 42.56) prior to submission to the City Council.

F. The Community, Housing, and Human Services Department shall provide biannual updates to the City Council on the status of HEART-funded projects and programs, including but not limited to the estimated date of construction completion, the number of units constructed, and the number of persons served by projects and programs.

G. The Community, Housing and Human Services Department shall provide a biennial updated report to the City Council on racial disparities in housing, program delivery, data of people served (disaggregated by race/ ethnicity and identified

groups in Section 08.07C.030), program improvements, and ongoing policy obstacles to achieving the goal of HEART.

Section 7. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 8. Clerical Changes. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 07/14/2025

Committee Agenda type: Discussion

Council Meeting Date: 08/18/2025

Date Rec'd	7/9/2025		
Clerk's File #	ORD C36733		
Cross Ref #			
Project #			
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	ADAM 6779	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	ZZAPPONE PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	0520 - AFFORDABLE HOUSING PERMIT FEE DEFERRAL PROGRAM		

Agenda Wording

An ordinance establishing the Affordable Housing Permit Fee Deferral Program; adopting a new Chapter 08.07F of the Spokane Municipal Code.

Summary (Background)

There is enacted a new chapter 08.07F to Title 08 of the Spokane Municipal Code.

What impacts would the proposal have on historically excluded communities?

The recent H.O.M.E. Starts Here Initiative seeks to reduce the number of Spokane residents who are housing cost-burdened, add new housing units at all income levels, and expand the city's homeownership rate. This ordinance facilitates the building of housing through innovative housing programs.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source

Funding Source Type Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		**Additional Approvals**	
Dept Head	SCOTT, ALEXANDER		
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	amcdaniel@spokanecity.org

ORDINANCE NO. C36733

An ordinance establishing the Affordable Housing Permit Fee Deferral Program; adopting a new Chapter 08.21 of the Spokane Municipal Code.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. There is enacted a new chapter 08.21 to Title 08 of the Spokane Municipal Code to read as follows:

Chapter 08.21 Affordable Housing Permit Fee Deferrals Program
08.21.010 Purpose
08.21.020 Definitions
08.21.030 Project Applicability
08.21.040 Application Process
08.21.050 Application Review
08.21.050 Permit Fees Eligible for Deferral
08.21.060 Permit Fees Due
08.21.070 Placement of Lien
08.21.080 Program Administration

Section 08.21.010 Purpose

Permit fees related to housing development, construction, or rehabilitation represent a significant hurdle to housing development in Spokane. This section establishes the Affordable Housing Permit Fee Deferrals Program, creating a limited deferred payment program of certain building and construction fees until the end of construction to lower barriers to affordable housing development.

Section 08.21.020 Definitions

Term	Definition
Affordable Housing Developer	An individual, group of individuals, partnership, corporation, association, municipal corporation, state agency, or other person undertaking affordable housing development.
Affordable Housing Development	The construction or reconstruction of affordable housing, consistent with the specific project requirements under the programs set forth in Section 08.21.030.
Certificate of Occupancy	A legal document used to identify the approved use and/or occupancy of a building or a portion thereof. A Certificate of Occupancy is required before a building or structure can be used or occupied, and whenever

	there is a change in the existing occupancy of a building or portion thereof.
Owner	The property owner of record.
Project	A development, redevelopment, or rehabilitation of a building occurring as part of an overall site plan.

A. To qualify for the Affordable Housing Permit Fee Deferrals Program, a project shall be approved or recommended for funding for one or more of the following housing programs:

1. Multi-Family Housing Tax Exemption twelve-year (12-year) or twenty-year (20-year) program provided in SMC 08.15, so long as the project includes affordable housing units;
2. Sales and Use Tax for Affordable and Supportive Housing provided in SMC 08.07B;
3. HEART Program set forth in SMC 08.07C;
4. Parking 2 People Program provided in SMC 08.07D; or
5. Commercial Conversion Program provided in SMC 08.07E.
6. Home Investment Partnership Program (HOME) (Cranston-Gonzalez National Affordable Housing Act of 1990 (P.L. 101-625))

B. Approval or qualification for the programs listed above shall not grant a right to any deferred payment of permit fees under this chapter.

Section 08.21.040 Application Process

An owner or developer of an eligible project seeking to defer building and construction permit fees under this chapter must complete the following procedures:

A. The owner or affordable housing developer must apply to the City in writing, on forms adopted by the Development Services Department. The application must contain the following:

1. Proof of approval for an affordable housing sales and use tax deferral program or funding award recommendation as described in SMC 08.21.030;
2. A description of the affordable housing project and site plan;
3. A statement of the expected number of affordable housing units to be created; and

4. Estimated construction cost and post-construction valuation.

B. A statement that the owner or developer is aware that a real property lien will be placed on the parcel or parcels associated with the affordable housing development, which lien may be removed upon the time the deferred building and construction permit fees are paid in full.

C. A statement that the owner or developer is aware that a certificate of occupancy will not be issued until all deferred building and construction permit fees are paid in full.

D. The owner or developer must verify the application by oath or affirmation.

Section 08.21.050 Permit Fees Eligible for Deferral

A. Building and construction permit fees eligible for deferral under the Affordable Housing Permit Fee Deferrals Program are:

Building and Construction Permits	**Spokane Municipal Code Reference**
Building Permit	SMC 08.02.031(A)
Street Obstruction Permit	SMC 17G.010.210(D)

B. No other permit fees shall be deferred under the Affordable Housing Permit Fee Deferrals Program unless approved by the Director of Community and Economic Development. Deferral of other permit fees shall be subject to the provisions of this chapter.

C. A project approved under the Affordable Housing Permit Fee Deferrals Program may defer eligible permit fees up to $150,000.

Section 08.21.060 Permit Fees Due

A. Any permit fees deferred under the Affordable Housing Permit Fee Deferrals Program shall be paid (1) before a certificate of occupancy or temporary certificate of occupancy is issued or (2) at the expiration of each permit with a deferred fee, if the project is abandoned before completion.

B. All deferred permit fees shall be paid by the owner or developer regardless of whether the project is completed.

Section 08.21.070 Placement of Lien

A. A lien may be filed on all parcels approved under the Affordable Housing Permit Fee Deferrals Program, equivalent to all deferred building and construction permit fees.

B. Liens should be placed by the City in a manner that minimizes the financing risk of affordable developers and ensures completion of the affordable housing project.

C. A lien placed by the City shall only be removed when fees are paid in full by the developer or owner.

Section 08.21.080 Program Administration

A. The Development Services Center may, through administrative policies and procedures, place a limit on the total number and amount of fee deferrals to be outstanding at any one time.

B. An administrative fee may be applied and added to the repayment of the deferred fees.

C. Any administrative fee shall be due at the time of repayment by the owner or developer.

D. Administrative fees shall be used to support the administration of the program.

E. The Development Services Center may establish project evaluation criteria, policies, and procedures consistent with this chapter and any provisions for public rules in the Spokane Municipal Code.

Section 2. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 3. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 08/25/2025

Committee Agenda type: Discussion

Council Meeting Date: 10/06/2025

Date Rec'd	6/10/2025
Clerk's File #	ORD C36738
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	CHRIS WRIGHT 625-6210
Contact E-Mail	CWRIGHT@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Council Sponsor(s)	BWILKERSON ZZAPPONE
Sponsoring at Administrators Request	NO

Lease? NO **Grant Related?** NO **Public Works?** NO

Agenda Item Name: ORDINANCE AMENDING COUNCIL MEETING DAY

Agenda Wording

An ordinance changing the day of regular meetings of the Spokane City Council and amending section 02.01.010 of the Spokane Municipal Code, and setting an effective date.

Summary (Background)

Pursuant to Section 10 of the City Charter, the City Council designates the time and place of its regular weekly meetings by ordinance. Regular council meetings have been held on Mondays of each week since at least 1960. On December 9, 2024, the City Council adopted Resolution 2024-0119 which, in addition to adopting council rules for the year 2025, also stated the council's intent to consider changing the regular meeting date starting in year 2026 and recognizing such a change should not occur without ample opportunity for public input. The ordinance currently leaves the meeting day blank and allows for council discussion and amendment prior to adoption of the ordinance.

What impacts would the proposal have on historically excluded communities?

None identified, although it is believed that moving the regular council meeting day will be in the best interests of city employees, council members and their staff, and the citizens of Spokane, including historically excluded communities.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

See response above. The council expects that, if approved, the ordinance will generate considerable community conversation after its adoption and during its implementation in year 2026. That community input will inform council decision whether to continue with a new regular meeting day.

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

See response above.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Section 10 of the City Charter provides that the city council establishes its regular meeting days.

Council Subcommittee Review

None

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		**Additional Approvals**	
Dept Head			
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor			

Distribution List

ORDINANCE NO. C36738

An ordinance changing the day of regular meetings of the Spokane City Council and amending section 02.01.010 of the Spokane Municipal Code, and setting an effective date.

WHEREAS, pursuant to Section 9.B of the City Charter, the City Council is authorized to adopt its own rules of procedures; and

WHEREAS, pursuant to Section 10 of the City Charter, the City Council designates the time and place of its regular weekly meetings by ordinance; and

WHEREAS, regular council meetings have been held on Mondays of each week since at least 1960; and

WHEREAS, in Resolution 2024-0119, adopted on December 9, 2024, the City Council recognized there was merit in moving regular council meetings from Monday night, but also expressed its view that such a significant change should not occur without ample opportunity for public input; and

WHEREAS, in Resolution 2024-0119 the City Council further stated that implementing any change in council meeting days should be scheduled for 2026, after sufficient planning to ensure the transition from Monday nights is smooth and accompanied by corresponding changes to the Spokane Municipal Code; and

WHEREAS, the City Council has reviewed the relative merits of moving council meeting days, and finds that moving the regular meeting day to **[[_____]]** of each week will be in the best interests of city employees, council members and their staff, and the citizens of Spokane;

NOW, THEREFORE, the City of Spokane does hereby ordain as follows:

Section 1. Section 02.01.010 of the Spokane Municipal Code is amended as follows:

Section 02.01.010 Time & Place

A. Regular legislative meetings of the City Council shall be held at three-thirty p.m. on ((~~Monday~~)) **[[_____]]** each week in the City Council Chambers located in the lower level of City Hall at 808 West Spokane Falls Boulevard. When a ((~~Monday~~)) **[[_____]]** is a legal holiday according to City ordinance, then

the meeting may be held on the next succeeding day which is not a City holiday, or may be cancelled at the discretion of the Council President.

B. The regular legislative meeting shall consist of an agenda review followed by an executive session, if necessary, followed by a recess until six p.m., followed by a legislative and hearings session.

C. The City Council may hold a study session(s) intended to provide the Council with background information and briefing from the Mayor or the Mayor's designee and selected other persons regarding forthcoming agenda matters or other items as necessary, when proper notice of the meetings has been given.

D. An executive session may be called at any time during a regular or special meeting of the City Council as provided in RCW 42.30.110.

E. The City Council may conduct a regular City Council meeting as a "town hall" meeting, which shall be cablecast on Channel 5 or online through the City of Spokane website and may be held outside of the regular meeting location at City Hall. Legislative business may be minimized or suspended during town hall meetings.

Section 2. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

Section 3. Effective Date. This ordinance shall go into effect on January 1, 2026 or the effective date set by Section 19 of the City Charter, whichever is later.

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____

Approved as to form:

_____
City Attorney

_____

Mayor

Date

Effective Date

Agenda Sheet for City Council: **Committee:** PIES **Date:** 08/18/2025 **Committee Agenda type:** Consent **Council Meeting Date:** 09/08/2025		**Date Rec'd**	8/13/2025
		Clerk's File #	ORD C36751
		Cross Ref #	
		Project #	
Submitting Dept	CITY ATTORNEY	**Bid #**	
Contact Name/Phone	TIMOTHY 6218	**Requisition #**	
Contact E-Mail	TSZAMBELAN@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	KKLITZKE MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	MARATHON PIPELINE COMPANY FRANCHISE AGREEMENT		

Agenda Wording

The City of Spokane and Marathon Pipeline Company have been in negotiations throughout the past 2 years for the development of a new pipeline franchise agreement that would replace the previous franchise agreement that has expired. Tesoro was the previous owner of the pipeline.

Summary (Background)

The proposed pipeline franchise agreement sets the term of the agreement for 25 years. The franchise provides for safety requirements in the operation of the pipeline. The City of Spokane Director of Emergency Management has reviewed the Marathon Emergency Response plan and has approved the plan. The Marathon Franchise agreement contains the same legal and safety requirements that are in the Yellowstone pipeline franchise agreement which the council approved in August of 2020. Revenue From Marathon Pipeline Franchise Agreement The City will receive $25,000.00 from Marathon Pipeline on an annual basis for the term of the franchise. After the first five (5) year period of the franchise term, the franchise fee shall be increased every year by the National Consumer Price Index for Urban- Consumers (CPI-U) as published in January of that year, or at a rate of 1.5% whichever is greater. Insurance Coverage The proposed insurance coverage is up to $100,000,000 for each occurrence. General liability coverage and pollution coverage. The Risk Manager has reviewed the Certificate of Insurance provided my Marathon Pipeline. The franchise agreement allows the parties after the first (5) five years following the effective date to discuss the insurance coverage requirements to see if there is merit to change them.

What impacts would the proposal have on historically excluded communities?

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Revenue	**$** 25,000	**#** 0020-88100-99999-32191-30028
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source

Funding Source Type Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		**Additional Approvals**	
Dept Head	PICCOLO, MIKE		
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

	mfeist@spokanecity.org
jsakamoto@spokanecity.org	ebrown@spokanecity.org
kbustos@spokanecity.org	budget@spokanecity.org

Council Briefing Paper
Select Committee Name

Committee Date	PIES
Submitting Department	Legal
Contact Name	Tim Szambelan
Contact Email & Phone	tszambelan@spokanecity.org (509) 625-6218
Council Sponsor(s)	Kitty Klizke, Michael Cathcart
Select Agenda Item Type	☐ Consent ☒ Discussion Time Requested: 5minutes
Agenda Item Name	Marathon Pipeline Franchise
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	The City of Spokane and Marathon Pipeline Company have been in negotiations throughout the past 2 years for the development of a new pipeline franchise agreement that would replace the previous franchise agreement that has expired. Tesoro was the previous owner of the pipeline. The proposed pipeline franchise agreement sets the term of the agreement for 25 years. The franchise provides for safety requirements in the operation of the pipeline. The City of Spokane Director of Emergency Management has reviewed the Marathon Emergency Response plan and has approved the plan. The Marathon Franchise agreement contains the same legal and safety requirements that are in the Yellowstone pipeline franchise agreement which the council approved in August of 2020. <u>Revenue From Marathon Pipeline Franchise Agreement</u> The City will receive $25,000.00 from Marathon Pipeline on an annual basis for the term of the franchise. After the first five (5) year period of the franchise term, the franchise fee shall be increased every year by the National Consumer Price Index for Urban- Consumers (CPI-U) as published in January of that year, or at a rate of 1.5% whichever is greater. <u>Insurance Coverage</u> The proposed insurance coverage is up to $100,000,000 for each occurrence. General liability coverage and pollution coverage. The Risk Manager has reviewed the Certificate of Insurance provided my Marathon Pipeline.

	The franchise agreement allows the parties after the first (5) five years following the effective date to discuss the insurance coverage requirements to see if there is merit to change them.

Fiscal Impact

Approved in current year budget? ☐ Yes ☒ No ☐ N/A

Total Cost: Click or tap here to enter text.

Current year cost:

Subsequent year(s) cost:

Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue

Funding Source ☐ One-time ☐ Recurring ☒ N/A

Specify funding source: Select Funding Source*

Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.

Expense Occurrence ☐ One-time ☐ Recurring ☒ N/A

Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impacts (If N/A, please give a brief description as to why)

- What impacts would the proposal have on historically excluded communities?
- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? No data will be collected
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?
- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

The franchise was negotiated between the Marathon Pipeline Corporation and the City Legal Department. There was input from the City Water Department regarding the aquifer area.

MARATHON PIPE LINE LLC
NONEXCLUSIVE FRANCHISE

Ordinance C-36751

AN ORDINANCE GRANTING MARATHON PIPE LINE LLC, A LIMITED LIABILITY COMPANY CHARTERED IN THE STATE OF DELAWARE, THE NONEXCLUSIVE RIGHT, PRIVILEGE, AUTHORITY AND FRANCHISE TO CONSTRUCT, OPERATE, MAINTAIN, REMOVE, REPLACE, AND REPAIR EXISTING PIPELINE FACILITIES, TOGETHER WITH EQUIPMENT AND APPURTENANCES THERETO, FOR THE TRANSPORTATION OF PETROLEUM PRODUCTS AND BYPRODUCTS IN THE PUBLIC RIGHT-OF-WAY WITHIN AND THROUGH THE CITY OF SPOKANE, SPOKANE COUNTY, WA.

WHEREAS, Marathon Pipe Line LLC (hereinafter "Grantee") has applied for a nonexclusive Franchise to operate and maintain a Petroleum Products pipeline and related Facilities within and through the City of Spokane (hereinafter the "City"), together referred to as the "Parties" and, each individually referred to as a "Party" and,

WHEREAS, the Spokane City charter and Washington State statutes authorize the City to grant nonexclusive franchises by ordinance;

NOW, THEREFORE, THE CITY OF SPOKANE DOES ORDAIN AS FOLLOWS:

Section 1. Definitions of Franchise Terms.

For the purposes of this Franchise and all exhibits attached hereto, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not specifically defined in this section shall be given their common and ordinary meaning.

1.1 Aquifer shall mean the Spokane-Rathdrum aquifer, a federally designated “sole source” aquifer that serves as the City of Spokane’s sole source of drinking water.

1.2 Baseline Assessment shall mean a Facility assessment task required by Jurisdictional Agency pipeline safety regulations, as developed for the Grantee’s Facilities within the Franchise Area.

1.3 City’s Representative shall mean the person designated by the Mayor to administer this Franchise for the City. The City’s Representative interprets and applies all Franchise provisions on behalf of the City and issues Written enforcement orders pursuant thereto, but may not waive any Franchise term.

1.4 Construct or Construction shall mean the Grantee's actions removing, replacing, and repairing existing pipeline(s) and/or Facilities and may include, but is not limited to, digging

and/or excavating for the purposes of removing, replacing, and repairing existing pipeline(s) and/or Facilities.

1.5 Control Center shall mean the headquarters of the Grantee's pipeline monitoring system that maintains twenty-four (24) hour surveillance of the Grantee's Facilities within the Franchise Area and responds to Emergency Incidents using electronic controls to activate pipeline shut-off valves to prevent the release of Petroleum Products.

1.6 Effective Date shall mean the date designated herein, after passage, approval and legal publication of this Ordinance, as required by City Charter, and acceptance by Grantee, upon which the rights, duties and obligations shall come into effect and the date from which the time requirement for any notice, extension and/or renewal will be measured.

1.7 Emergency Incident shall mean a circumstance involving a release of Petroleum Products from the Grantee's Facilities within the Franchise Area that, at the time of discovery, requires immediate response to protect persons or property from substantial injury or damage to the public health and safety, including damage to the environment or the Aquifer.

1.8 Environmental Laws shall include all federal and state statutes and regulations applicable to the Operation Maintenance and Construction of the Grantee's Facilities including but not limited to the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et. Seq.; the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 et. Seq.,; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq.; the Federal Water Pollution control Act, 33 U.S.C. § 1257 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Toxic Substance Control Act, 15 U.S.C. § 2601 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. § 136 et seq.; the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq.; the Washington Hazardous Waste Management Act, Chapter 70.105 RCW; and the Washington Model Toxics Control Act, Chapter 70.105D RCW, and all other applicable federal, state or local statutes, codes, regulations, or ordinances.

1.9 Emergency Incident Response Plan shall mean a Written plan, as required by Jurisdictional Agencies, for an immediate response by the Grantee to an Emergency Incident to prevent damage to persons or property.

1.10 Facilities shall mean the Grantee's pipeline system, lines, valves, mains, and appurtenances used to transport or distribute Petroleum Product(s) within the Franchise Area. Facilities include any existing pipeline as of the date of this Agreement as well as any components which may be modified, constructed, or improved consistent with the terms of this Agreement.

1.11 Franchise shall mean this Franchise ordinance and any amendments, exhibits, or appendices to this Franchise.

1.12 Franchise Area shall mean that area within the Public Right-of-Way, and certain designated public property, within the jurisdictional boundaries of the City, including any areas annexed hereafter, during the terms of this Franchise, where Grantee has installed its existing Facilities, or any new Facilities approved by the City under the provisions of this Franchise.

1.13 Hazardous Substance shall mean any hazardous, toxic, or dangerous substance, material, waste, pollutant, or contaminant as defined by federal or state Environmental Laws and the applicable regulations of Jurisdictional Agencies, specifically including Petroleum and Petroleum Products and their by-products, residue, and remainder.

1.14 High Consequence Area shall mean an area, as defined in the Code of Federal Regulations, over which Grantee's Facilities are located; and specifically including the area over the Aquifer within the Franchise Area.

1.15 Improvement or Improve shall mean change to the Facilities or installation of new Facilities.

1.16 Jurisdictional Agency or Agencies shall mean any federal, state or local agency with regulatory authority over the Facilities and Operations of the Grantee within the Franchise Area, acting now, or hereafter, to the extent of its lawful scope of authority.

1.17 Maintenance or Maintain shall mean examining, testing, inspecting, repairing, maintaining, and replacing the existing pipeline(s) and/or Facilities or any part thereof as required and necessary for safe Operation within the Franchise Area.

1.18 Operate or Operations shall mean the use by the Grantee of Facilities for the transportation, distribution, and handling of Petroleum Products or Petroleum by-products within and through the Franchise Area.

1.19 Pipeline Corridor shall mean the pipeline pathway through the Franchise Area which the Facilities of the Grantee are located, including any Public Rights-of-Way, designated public property, and/or other easement over and through private property, (as more specifically described in Exhibit "A" and in Section 2.1 (c)).

1.20 Petroleum or Petroleum Products shall include any and all types of liquid Petroleum, Petroleum by-products and liquid Petroleum Products including but not limited to gasoline, diesel fuel, and aviation jet fuel, all limited as consistent with the design specifications of Grantee’s Facilities, as specified by the regulations of Jurisdictional Agencies.

1.21 Premises shall mean that portion of the Public Right-of-Way, or other Public Property, upon which Grantee's Facilities are now, or hereafter, Operated or Improved.

1.22 Procedures Manual shall mean an Operation, Maintenance, or Emergency Incident Response Procedures Manual prepared by the Grantee for the operation of Facilities as required by the regulations of Jurisdictional Agencies.

1.23 Public Project shall mean those City Improvement Projects required to be constructed in, near, under, or over the Public Right-of-Way, or on Public Property, in the Franchise Area by any City department or other local, state, or federal governmental agency, or

for the benefit of the public. Public Projects do not include private development activities or projects primarily for the benefit of private persons or corporations.

1.24 Public Needs shall mean the City's need for use of the Public Right-of-Way including: public travel, emergency vehicle access, public utilities, traffic signalization, street lighting, street trees, shrubbery, and other similar public uses.

1.25 Public Property shall mean the present and/or future property owned or leased by the City within the present and/or future corporate limits, or jurisdictional boundaries of the City that the City has designated for the Grantee's Facilities.

1.26 Rights-of-Way shall mean the surface and the space above and below all streets, roadways, highways, avenues, courts, lanes, alleys, sidewalks or utility easements, and similar areas as laid out, platted, dedicated, acquired or improved and maintained within the present jurisdictional boundaries of the City and as such corporate limits may be hereafter extended.

1.27 Third Party Audit shall mean an audit of reports and plans filed by the Grantee with Jurisdictional Agencies as required by federal regulations and environmental laws, such audit shall be performed by a pipeline consultant that is independent of both the Grantee and the City and does not have any clients from either Party.

1.28 Wellhead Influence Zone shall mean any area in the vicinity of and up-gradient from any public water supply well which now exists and/or may be constructed in the future. The City's Wellhead Influence zones currently in the vicinity of Grantee's Facilities are outlined in Exhibit "C".

1.29 Writing or Written shall mean hard copy or where approved by the City Representative, any other suitable permanent electronic information transmission and storage media.

Section 2. Grant of Franchise Authority.

2.1 Purpose of Franchise.

(a) The City hereby grants to Grantee, a limited liability company organized and existing under and by virtue of the laws of the State of Delaware, and which is authorized to transact business within the State of Washington, this non-exclusive Franchise to Construct, Operate, Maintain and Improve its existing Facilities as a liquid Petroleum Product transport system within the Franchise Area.

(b) The purpose of this Franchise is to establish the conditions relating to the Grantee's use of the Franchise Area.

(c) Within 14 days following acceptance of this Franchise, Grantee shall file with the City a Pipeline Corridor Map, in a format acceptable to the City's Representative, to be attached as Exhibit "A" to this Franchise. Exhibit "A" shall depict the Pipeline Corridor information, as specified in Section 1.19, and the location of all Facilities along the Pipeline

Corridor within the Franchise Area. This Pipeline Corridor Map shall be maintained and updated at all times by Grantee to reflect any changes in Grantee's Facilities and such changes shall be filed with the City Clerk on a yearly basis. Any changes in the route of the Pipeline Corridor of Grantee's Facilities shall be filed with the City within 14 days of the changes.

2.2 Scope of Franchise.

(a) Existing Facilities. This Franchise is granted subject to the police powers, land use authority, and franchise authority of the City and is conditioned upon the terms and conditions contained herein and the Grantee's compliance with all applicable Environmental Laws and the regulations of Jurisdictional Agencies.

(b) New Facilities. No new Facilities shall be installed by Grantee in the Public Right-of-Way, or across Public Property, within the Franchise Area without the express Written consent of the City. Any replacement of existing Facilities (other than routine replacement of minor components or appurtenances) or minor pipeline installations (less than 1000 feet within any 12-month period) in the Public Right-of-Way or Public property must be approved by the City's Representative in Writing, whose approval will not be unreasonably withheld or delayed, unless such changes are required in an emergency to protect the environmental or public safety. The City Representative or other Jurisdictional Agencies must approve all actions on Public Property. Major installations (1000 feet or more) of new Facilities in the Franchise Area must be approved by Resolution of the City Council.

(c) Facilities located Outside Public Right-of-Way. This Franchise grants permission only for the use of the Public Right-of-Way; in any areas outside the Public Right-of-Way, Grantee is responsible to make separate arrangements with the City Representative for the use of Public Property as a right-of-way for Facilities; all such arrangements must be in Writing. The City Representative cannot grant interests in land or approve contract modifications.

(d) [Reserved.]

(e) This Franchise authorizes no new above ground installations in the Franchise Area except as expressly approved in Writing by the City Representative.

2.3 Franchise is Non-Exclusive.

(a) The City specifically reserves all rights to control the Public Right-of-Way and its other Public Property, including, without limitation, the right to grant additional Franchises, easements, licenses and permits to others. The City is not responsible to defend Grantee's franchise interests against any other right-of-way user(s) or adverse claimant(s) now or hereafter arising, but accepts and acknowledges its intent, as stated herein, to grant this Franchise to Grantee and not to revoke or impair such grant except as provided herein or otherwise as authorized by law. To this end, the City further agrees to avoid granting any other Franchise, license, easement, or permit that would violate the standards set for location of utilities in the Public Right-of-Way where the same would unreasonably interfere with Grantee's permitted use of the Public Right-of-Way or Public Property for the Operation and Maintenance of its Facilities within the Franchise Area. This

agreement does not create any right of action for damages or other relief on the part of the Grantee relating to this Franchise or the value thereof.

(b) This Franchise shall in no manner prohibit the City or limit its power to perform Public Projects or other work upon its Public Rights-of-Way, or on any Public Properties, or make any necessary changes, relocations, repairs, maintenance, or improvement thereto. Nor shall it prevent the City from using any of the Public Rights-of Way or any Public Properties, or any part of them, as the City may deem necessary, from time to time, including the dedication, establishment, maintenance and improvement of new rights-of-way or other Public Properties of every type and description.

2.4 Franchise Conditioned on Grantee's Compliance. This Franchise is conditioned upon Grantee's full compliance with the terms and conditions contained herein and with all Environmental Laws and regulatory programs of Jurisdictional Agencies that currently exist or may hereafter be enacted applicable to the Operation, Maintenance, Construction or Improvement of Grantee's Facilities within the Franchise Area.

2.5 Franchise Does Not Create Liability for City. By granting this Franchise, the City is not assuming any risks or liabilities arising from Grantee's Operation, Maintenance, Construction or Improvement of Facilities within the Franchise Area under the authority of this Ordinance; any and all such risks or liabilities shall be solely and separately borne by Grantee. Grantee agrees and covenants to, at its sole cost and expense, take all necessary and prudent steps to protect, support, and keep safe from harm, its Facilities within the Franchise Area, or any part thereof, when necessary to protect the public health and safety. The Parties understand and agree that the City is not responsible for errors or omissions in information provided to the Grantee by the City.

2.6 Franchise is Not Warranty of Title. This Franchise is intended to convey only a limited right and interest in the use of the Premises within the Public Right-of-Way and on other Public Property. This Franchise is not a warranty of the City's title or interest in the Premises in the Public Rights-of-Way or any other Public Property; and therefore, none of the Franchise rights granted herein shall affect the City's jurisdiction over its property, streets or Public Rights-of-Way or any other Public Property.

2.7 Vacation of Public Right-of-Way; Retention of Easement.

(a) This Franchise grant remains subject to the City’s power to vacate or release any City interest in the Public Right-of-Way, or other Public Property under the City’s ownership or control, without such action creating any obligation of payment to Grantee of any consideration for loss of Franchise use.

(b) In the event of the vacation of a Public Right-of-Way, or any portion thereof, by the City under the provisions of RCW Chapter 35.79, Grantee may participate in the street vacation process to protect its interests and may request the City to reserve an easement for Grantee in the Premises within the Public Right-of-Way area which is proposed to be vacated.

(c) Grantee accepts full responsibility for all reasonable, documented City costs, including staff time, in dealing with Grantee's request to retain an easement for its Facilities in a vacated street including making payment for the value of any easements granted or reserved.

2.8 Franchise Grants No Rights in Other Public Property. This Franchise does not and shall not convey any right to Grantee to install its Facilities on, under, over, across, or to otherwise use City owned or leased Public Properties of any kind, either within or outside the Premises along the Pipeline Corridor, without the express separate Written authorization of the City.

2.9 Municipal Powers Not Affected by Franchise. Authority granted under the terms of this Franchise to Grantee to maintain its Facilities in the Public Right-of-Way within the Franchise Area remains at all times subject to the requirements of, and the exercise of, the City's tax and police powers.

Section 3. Term and Renewal or Extension of Franchise.

3.1 Term of Franchise. Each of the provisions of this Franchise shall become effective upon the Effective Date as set forth in Section 19.12 and shall remain in effect for twenty-five (25) years from the Effective Date.

3.2 Failure to Renew Franchise. If the Parties fail to formally, mutually renew this Franchise prior to the expiration of either the Franchise term, or any previously agreed extension; then this Franchise may be extended on a year-to-year basis (or such term as the Parties may mutually agree in Writing) until a renewed Franchise is executed, not to exceed two (2) years from the date of expiration. If the Parties are thereafter not able to agree on a new Franchise, this Franchise will terminate. Either Party may give written notice to the other Party at least one hundred eighty (180) days in advance of the expiration of the initial Franchise term (or the expiration of any previously-agreed extension) of its intent not to renew the Franchise.

3.3 At any time not more than three (3) years or less than one hundred eighty (180) days prior to the expiration of this Franchise, either Party may request an extension of the Franchise for an additional ten (10) year renewal period.

Section 4. Assignment and Transfer of Franchise.

4.1 No Transfer of Franchise without City Consent. Except in cases involving sales of equity or other beneficial interests in Grantee, this Franchise shall not be sold, assigned, transferred, leased or otherwise disposed of by the Grantee, either in whole or in part, either by voluntary or involuntary sale, merger or consolidation; nor shall title to the Franchise, either legal or equitable, or any right, interest or property therein pass to, or vest in, any other person or entity, without the prior Written consent of the City Council as provided in Paragraph 4.2, acting by ordinance or resolution, which consent shall not be unreasonably withheld, conditioned, or delayed. Such consent shall not be deemed to waive any rights of the City to subsequently enforce non-compliance issues relating to this Franchise that existed at or before the time of the City's consent.

4.2 Requirements of City Approval of Transfer of Franchise.

(a) No transfer, including any assignment, sale or lease of the Franchise shall be approved by the City unless the assignee or transferee demonstrates to the satisfaction of the City that it has the legal, technical, financial, and industry experience and qualifications to carry on the activities of the Grantee under the requirements of this Franchise Ordinance.

(b) The City has the right to conduct an expeditious investigation to satisfy itself of the proposed assignee's qualifications to perform all requirements of the Franchise. All reasonable expenses incurred by the City in conducting such investigation shall be paid by Grantee.

(c) Prior to the City's consideration of a request by Grantee to consent to a Franchise assignment, the proposed assignee must file with the City a Written promise to unconditionally accept all terms of the Franchise, effective upon assignment of the Franchise.

(d) Any transfer or assignment, sale or lease of this Franchise without the prior Written Consent of the City shall be void and result in the termination or revocation of the Franchise.

(e) No assignment, including any sale or lease of this Franchise granted by the City shall be effective until the assignee or lessee shall have filed in the office of the City Clerk an instrument, duly executed, reciting the fact of the sale or lease, accepting the terms of this Franchise, and agreeing to perform all the conditions required of the Grantee. The assignee or lessee shall file a bond in such amount and with such conditions as the City Council may require which bond shall run to the City as obligee, with sureties satisfactory to the City Council, and shall obligate said Party, to discharge all obligations and liabilities imposed upon the Grantee by the Franchise.

4.3 City Failure to Enforce Franchise No Bar to Future Enforcement. The City is under no obligation to undertake any investigation of the Grantee's state of compliance with Franchise obligations at the time of any assignment, and the failure of the City to insist on full compliance with any Franchise obligations prior to the transfer of the Franchise does not waive any right of the City to insist on full compliance by the assignee with all Franchise obligations thereafter.

Section 5. Compliance with State and Federal Laws.

5.1 Compliance with State and Federal Law a Material Term of Franchise.

(a) Grantee's compliance with the requirements of all valid and applicable Environmental Laws and the regulations or regulatory orders of any Jurisdictional Agency applicable to the Maintenance, Operation, Construction and Improvement of its Facilities within the Franchise Area is a material term of this Franchise. This obligation shall include compliance by the Grantee with all applicable laws, rules, and regulations existing at the Effective Date of this Franchise, including, but not limited to, Title 49 Code of Federal Regulation, Part 195

Transportation of Hazardous Liquids, and any laws or regulations that may subsequently be enacted by any governmental entity with jurisdiction over Grantee and/or the Facilities.

(b) Grantee stipulates that the Franchise Area is located in a "High Consequence Area" as defined in 49 CFR 195.450. Grantee agrees to maintain full compliance with applicable Environmental Laws and the requirements of 49 CFR 195.452 regarding High Consequence Areas.

Section 6. Construction and Maintenance of Facilities.

6.1 Application. This Section 6 shall apply to Construction, Maintenance or Improvement of Facilities performed by Grantee in the Franchise Area.

6.2 Permits Required for Construction and Maintenance Work.

(a) Except in the event of an Emergency Incident, Grantee shall first obtain all required and applicable permits from the City to Construct, Maintain, or Improve Grantee's Facilities within the Franchise Area. Such work shall only commence upon the issuance of all required permits by the City, which permits shall not be unreasonably withheld or delayed after submission of a complete application in compliance with applicable City codes.

(b) In the event of an Emergency Incident, requiring immediate action by the Grantee for the protection of the pipeline(s) or Facilities, the City's property, or the property, life, health, or safety of any individual, the Grantee may take action immediately to correct the dangerous condition without first obtaining any required permit(s) so long as:

1) Grantee informs the City Representative as soon as possible of the nature and extent of the Emergency Incident and the work to be performed prior to commencing the work if such notification is practical, or, where notification is not practical, the Grantee shall notify the City not later than the next business day, and

2) Grantee shall, promptly thereafter, obtain any necessary permits for the work arising from the Emergency Incident from the City or other Jurisdictional Agency as applicable and comply with any mitigation requirements or other conditions in the after-the-fact permit.

6.3 Construction and Maintenance Work to Comply with Plans. Except in the case of an Emergency Incident, prior to commencing any Construction and/or Maintenance work in the Franchise Area, the Grantee shall first file with the Grantor such detailed plans, specifications and profiles of the intended work as may be required by the Grantor. Grantor may require such additional information, plans and/or specifications as are in Grantor's reasonable opinion necessary to protect the public health and safety during the Construction and/or Maintenance work and for the remaining term of this Franchise.

6.4 Conduct of Construction, Maintenance and/or Improvement of Facilities.

(a) Any work done by Grantee, in the Public Right-of-Way or on Public Property including work done at the Grantee's direction, or on its behalf, by contractors or subcontractors shall be conducted in such a manner as to avoid damage or interference with other utilities, drains, or other structures, and shall not unreasonably interfere with public travel, park uses, or other municipal uses and the free use of adjoining property, and so as to provide for the safety of persons and property. The Grantee's Construction, Maintenance, and/or Improvements shall be in compliance with all Environmental Laws and applicable regulations of Jurisdictional Agencies.

(b) Grantee agrees to avoid damage or interference with public utilities, drains or other structures in or near the Public Right-of-Way as well as unnecessary damage to the Public Right-of-Way or Public Properties, and to comply with the City's most current Pavement Cut Policy for Utility Trenches, in the performance of any Maintenance, Construction, and/or Improvement work on its Facilities in the Public Right-of-Way or on Public Property. Grantee is fully responsible to pay for any damage or interference with such structures, in accordance with the indemnification provision of Section 14.1.

(c) All asphalt patches in the Public Right-of-Way installed by Grantee over its Facilities shall be continuously maintained by Grantee until the affected Public Right-of-Way area is repaved.

(d) Grantee agrees that Public Needs or Public Projects have first priority in the use of the Public Right-of-Way or on other Public Property.

6.5 Components of Facilities to Meet Regulatory Standards. All pipe and any other fixtures or components used in the Construction, Maintenance and/or Improvement of Grantee's Facilities within the Franchise Area shall comply with all Environmental Laws and applicable regulations of Jurisdictional Agencies.

6.6 Notice to be Given Prior to Construction and Maintenance.

(a) Except in the event of an Emergency Incident, Grantee shall provide the City Representative Written notice at least ten (10) calendar days prior to any Construction, Maintenance and/or Improvement, or other substantial activity, other than routine inspections and Maintenance, by Grantee, its agents, employees or contractors on Grantee's Facilities in the Public Right-of-Way or on Public Properties within the Franchise Area. Grantee shall comply with City ordinances respecting obtaining Right-of-Way obstruction or access permits to comply with this provision.

(b) Grantee shall provide reasonable notice to those owners or other persons in control of property abutting the Premises in the Franchise Area when the Maintenance, Construction and/or Improvement of Grantee's Facilities will affect access to, or otherwise impact, the property of such other persons and shall coordinate this effort to notify with the City's Representative.

6.7 City's Right to Condition Permits. Unless such condition or requirement is in conflict with Environmental Laws or the applicable regulations of Jurisdictional Agencies, the City may condition the granting of any permit, or other approval that is required under this Franchise, in any manner reasonably necessary for the safe use and management of the Public Right-of-Way and/or other Public Property including, but not limited to, requirements of bonding, maintaining proper distance from other utilities, protecting the continuity of pedestrian and vehicular traffic and protecting any improvements on Rights-of-Way and/or other Public Property, private facilities and public safety.

6.8 Grantee to Restore Premises.

(a) Whenever necessary, after performing Construction, Maintenance or Improvement work on any of Grantee's Facilities within the Franchise Area, the Grantee shall, without delay, and at Grantee's sole expense, remove all debris and restore the Premises within the Public Right-of-Way, and/or on other Public Property, to as good or better condition as it was before the Construction, Maintenance and/or Improvement work began, and in full compliance with the City's current Policies for construction work in the Public Right-of-Way or on Public Property.

(b) Grantee shall replace any property corner monuments, survey or reference hubs that were disturbed or destroyed during Grantee's Construction, Maintenance or Improvement work in the Premises covered by this Franchise. Such restoration shall be done in a manner consistent with Environmental Laws and the applicable regulations of Jurisdictional Agencies and under the supervision of the City Representative and to the City's reasonable satisfaction.

6.9 One Number Location Service. Grantee shall continuously be a member of the State of Washington "One-Call" Locator Service as provided under RCW Chapter 19.122, as now adopted or hereafter amended, and shall comply with all such applicable rules and regulations in performing Construction, Maintenance or Improvement work on its Facilities within the Franchise Area.

6.10 Markers to Locate Facilities. Grantee shall place and maintain line markers for all existing and new Facilities within the Franchise Area pursuant to the applicable regulations of Jurisdictional Agencies within and along the Pipeline Corridor. If other "industry best practices" for line marking are developed as a method of alerting excavators to the presence of the pipeline, Grantee agrees to employ such new practices. The Grantee agrees to perform all Construction, Maintenance and/or Improvement work in compliance with revised industry standards in effect at the time of such work. During Construction, Maintenance and/or Improvement work, markers demarcating the location of Grantee's Facilities shall be placed on the surface of the Premises at least every one hundred (100) yards or as otherwise requested by the City so as to provide clear warning of the presence of the Grantee's Facilities but in a manner that does not interfere with public travel or other public uses of the Premises.

6.11 Grantee to Fix Pipeline Location. When the City or third Parties are engaged in Construction work in the Premises along the Pipeline Corridor as depicted in Exhibit "A" or within fifty (50) feet of the Premises, Grantee shall promptly respond to requests to locate the precise position of its Facilities. Grantee shall bear any costs associated with locating and marking its Facilities for a Public Project and may recover costs for non-Public Projects as provided in Section 8.3.

6.12 As-Built Drawings of Facilities.

(a) Upon acceptance of this Franchise by Grantee, Grantee shall provide the City with detailed as-built design drawings showing the size, depth, and location of all pipes, valves, gauges, and all other components of its Facilities within the Franchise Area at no cost to the City. It is understood that the location of the Facilities shall be verified by excavating the Premises if exact alignment is required. The information shall be provided in hard copy or electronic format acceptable to the City's Representative.

(b) Within thirty (30) days of completing any Construction, Maintenance and/or Improvement work, installation of new Facilities, or any other substantial activity in the Public Right-of-Way or on Public Property within the Franchise Area, the Grantee shall provide the City with updated and corrected as-built drawings and a survey showing the location, depth and other characteristics of its new Facilities within the Franchise Area in like manner as with (a) above. Grantee shall confirm that as-builts previously provided to the City are still accurate.

(c) The City agrees to make its best efforts to honor any reasonable request by Grantee that information provided by Grantee, including but not limited to, Grantee's drawings, maps, or any proprietary information be protected as confidential under the following conditions:

1) Grantee must make all requests for confidentiality in Writing and identify in advance all information it desires to be protected and submit such information to the City separately and never commingled with public information. Each page of such information, in hard or soft copy, must be indelibly marked "PRIVATE/CONFIDENTIALITY RIGHTS RESERVED BY MARATHON PIPE LINE LLC".

2) If the City receives a Public Records request under RCW Chapter 42.56, (State Public Records Act) for such information so marked, it shall make every reasonable effort to protect confidentiality by notifying Grantee of the request. If the City is aware of any potential exemptions or exceptions to its disclosure obligations under the State Public Records law, it shall assert them, but no liability shall accrue to the City for any failure or oversight in doing so, each Party's obligation being limited to representing its own legal interests. Grantee must thereafter take immediate steps if it so desires to initiate litigation in Spokane County Superior Court to protect any confidentiality it wishes, or the City shall have no further obligation to protect the confidentiality request.

3) Grantee recognizes that, as provided by RCW 42.56.060, the City is immune from any suit if it releases any public records, as defined by law, in a good faith attempt to comply with its obligations under the State Public Records Act.

6.13 City Has No Obligation to Certify Sufficiency of Plans. Nothing in this Franchise shall be deemed to impose any duty or obligation upon the City to determine the adequacy or sufficiency of Grantee's plans and designs for its Facilities or to ascertain whether Grantee's proposed or actual construction, testing, maintenance, repairs, replacement or removal work is adequate, or sufficient, or in conformance with the plans and specifications reviewed by the City, Environmental Laws or the applicable regulations of any Jurisdictional Agency.

6.14 Grantee Responsible for Construction Area.

(a) Grantee shall be solely and completely responsible for its workplace safety and safe working practices on its job sites within the Franchise Area, including safety of all persons and property during the performance of any Construction, Maintenance and/or Improvement work, as required by Environmental Laws or the applicable regulations of Jurisdictional Agencies.

(b) In the event of a claim brought against Grantee by any person arising from Grantee's Construction, Maintenance and/or Improvement work on its Facilities within the Franchise Area or Grantee's occupation or use of the Public Right-of-Way and/or other Public Property under the terms of this Franchise Ordinance, Grantee is responsible for the prompt and fair resolution thereof, and shall not avoid this duty on the basis that any Construction, Maintenance, and/or Improvement activities undertaken by Grantee were being performed by an independent contractor, reserving always Grantee's rights to fully pursue subrogation claims not otherwise inconsistent with the requirements of this Franchise Ordinance including its right to pursue indemnification from a contractor.

Section 7. **Operations, Maintenance, Inspection, Testing.**

7.1 Grantee shall Operate, Maintain, inspect and test its Facilities in the Franchise Area in full compliance with Environmental Laws and the applicable regulations of Jurisdictional Agencies as now enacted, or hereafter amended. Grantee represents that it has completed its Baseline Assessment, Integrity Management Plan, Encroachment Management Plan, Emergency Incident Response Plan, and all other reports and plans for all of its Facilities over the Aquifer within the Franchise Area, as required by the applicable regulations of Jurisdictional Agencies.

Grantee agrees to maintain such items fully updated in strict compliance with the applicable requirements of all Jurisdictional Agencies.

7.2 Reports, Tests, Inspections.

(a) Grantee agrees to test and inspect its Facilities within the Franchise Area in full compliance with Environmental laws and the applicable requirements of Jurisdictional Agencies and best management practices and industry standards.

(b) Grantee further agrees to assist the City in obtaining from Jurisdictional Agencies copies of any test or inspection results, documents or reports required to be submitted to or reviewed by Jurisdictional Agencies or otherwise in accord with best management practices

and industry standards. These documents may include a Baseline Assessment report, a Pipeline Integrity Management Plan, and Encroachment Management Plan, and an Emergency Incident Response Plan (see also Section 9.1), or any reports or studies submitted or required to be submitted to any Jurisdictional Agencies.

7.3 Grantee's Notice to City of Testing of Facilities.

(a) The Grantee shall notify the City Representative in writing of any in-ground pipeline hydro test or other internal inspection conducted on the Grantee's Facilities within the Franchise Area at least ten (10) business days prior to said testing, except in an Emergency Incident, in which case, the Grantee agrees to notify the City as soon as is practicable under the circumstances, but no later than one business day after completion of any in-ground pipeline hydro test or other internal inspection following any Emergency Incident or discovery of any anomaly in the Grantee's Facilities.

(b) Federal regulations (*e.g.*, 49 C.F.R. sec. 195.56) require that Grantee file a written report of a safety-related condition in Grantee's pipelines within five working days of determining that such a condition exists. Within five working days of filing such a report, Grantee will notify the City that a report has been made. Upon request from the City, Grantee shall furnish a copy of the report made to the Jurisdictional Agencies if allowed by law and, if not, reasonably assist the City in attempting to obtain such information from the Jurisdictional Agencies. In addition, upon request from the City, Grantee will provide any inspection findings by Jurisdictional Agencies regarding Grantee's pipelines in the Franchise Area.

7.4 Technical Information Regarding Grantee's Facilities. The Grantee shall provide to the City, upon Written request by the City's Representative, such information as may be reasonably needed to administer this Franchise; including, but not limited to, standard pipeline alignment data, for Public Project planning and Emergency Incident Response requirements, as presented to the Jurisdictional Agencies, including as-built drawings showing the approximate location of all Grantee Facilities within the Franchise Area. Grantee conducts robust Jurisdictional Agency-required evaluation of the pipeline and appurtenances in the Franchise Area on a five-year cycle, in addition to all of the inspection, maintenance, and operational requirements Grantee implements under its own integrity management programs. In the year following the five-year cycle evaluation, Grantee will meet with City to discuss the results of the evaluation and corrective action, if any, arising from the evaluation.

7.5 Independent Consultant. Whereas, if the City retains an Independent Pipeline Consultant ("Consultant") agreeable to Grantee, whose agreement will not be unreasonably withheld, to perform an independent evaluation of the Pipeline and/or Facilities of Grantee or Third Party Audit of the Baseline Assessment and Plans described in Paragraph 7.1, which would be performed at City's expense, and the Consultant recommends that Grantee make modifications or additions to Grantee's Pipeline and/or Facilities, or to its Baseline Assessment or Plans. Grantee agrees to consider such recommendations in good faith provided that the recommendations are reasonably consistent with industry best practices and applicable regulations of Jurisdictional Agencies. If Grantee declines to follow the Consultant's recommendations, Grantee shall provide a Written report to the City explaining its reasoning for not following the

recommendations. Parties agree to comply with the Dispute Resolution provisions of Section 13 contained herein to resolve any dispute over whether to follow consultant's recommendations.

Section 8. Encroachment Management.

8.1 Requirements of Encroachment Management Plan. The Grantee's Encroachment Management Plan shall be developed in full compliance with all Environmental Laws and applicable regulations of Jurisdictional Agencies and all valid federal, state, and local requirements regarding encroachment management and damage prevention, including the State of Washington "one-call" locator service law (RCW 19.122).

Grantee shall maintain a Written program to prevent damage to its Facilities from excavation activities, as required by the Environmental Laws and applicable regulations of Jurisdictional Agencies.

8.2 Inspections of surface conditions. Grantee shall also conduct regular inspections of the surface conditions on or adjacent to the Pipeline Corridor, as required by the Environmental Laws and the applicable regulations of Jurisdictional Agencies.

8.3 Encroachment Response Procedure.

(a) Upon specific notification to Grantee of any planned construction activity which may involve excavation within twenty-five (25) feet of the Pipeline Corridor, or any other activity that may abnormally load its Facilities in the Franchise Area, by either the City or any third party, Grantee shall immediately mark the precise location of its Facilities before the construction or other activity commences.

(b) Grantee shall provide a representative at its expense for Public Projects to inspect the construction or other activity when it commences, and periodically inspect the Premises thereafter to ensure that Grantee's Facilities are not damaged by the construction or other activity. Grantee shall also do this where needed for non-Public Projects, and may charge a reasonable fee, to be collected by Grantee from the private party requesting the work

(c) Nothing herein shall affect the Grantee's obligation to comply with the requirements of Washington's Underground "one call" locate statute, RCW Chapter 19.122, as now adopted or hereafter amended.

8.4 Verification of Pipeline Location.

(a) Upon the City's request, in connection with the design or construction of any Public Project, Grantee will verify the exact location (lateral and vertical) of its underground Facilities on the Premises within the Pipeline Corridor; provided that any costs arising from potholing or similar operations shall be at the cost of the City. The request shall specify a reasonable response time in consideration of the nature of the request and difficulty to Grantee of providing such assistance. In the event Grantee performs such excavation, Grantee agrees to restore the disturbed Premises to the same or better condition as existed immediately prior to the

excavation. Potholing may be required for non-Public Projects, at a reasonable cost of Grantee, to be collected by Grantee from the private party requesting the work.

(b) Because precise damages are difficult to ascertain, for failure to respond to a City request made pursuant to Section 8.4(a) within the specified response time, Grantee agrees to pay liquidated damages as provided in Section 12.1, except no liquidated damages apply before a thirty (30) day period has elapsed without a satisfactory response.

8.5 Inspection of Third-Party Excavation. If the Grantee becomes aware that a third party has conducted any excavation or other significant work that may have affected its Facilities, the Grantee shall conduct such inspections and/or testing of Facilities as is necessary to determine that;

(a) No direct or indirect damage was done to the Grantee's Facilities by the excavation and,

(b) The construction work or other activity did not abnormally load the Grantee's Facilities and,

(c) The Construction work or other activity did not impair the effectiveness of the Grantee's cathodic protection system. Grantee is responsible to coordinate with other persons with facilities in the vicinity of its Facilities so as to avoid adverse impacts of cathodic protection.

Section 9. Leaks, Spills, Ruptures, and Emergency Response.

9.1 Grantee Shall Have Remote Monitoring System.

(a) Grantee shall maintain in place, at all times that Grantee's Facilities are located within the Franchise Area, a system for monitoring pressures and flows within its Pipeline and/or Facilities, from a Remote-Control Center. The remote monitoring must be able to accurately detect pipeline leaks, spills or ruptures, as required by Environmental Laws and the applicable regulations of Jurisdictional Agencies.

(b) Grantee's Emergency Incident Response Plan shall designate Grantee's local emergency response officials and a direct 24-hour emergency telephone number for the Control Center operator, who shall be capable of immediate shutdown of Grantee's Facilities in the Franchise Area by use of a satellite-controlled switch or other similar remote technology. Grantee shall, after being notified of an Emergency Incident, cooperate with the City Representative and make every effort to respond as soon as possible to limit damage from the Emergency Incident and protect the public's health, safety, and welfare.

CURRENT CONTROL CENTER 24 HOUR PHONE NUMBER: 877-267-2290

Grantee shall keep the City Representative and City Fire Marshall updated in Writing of any changes to this contact information.

(c) The Grantee warrants that, throughout the term of this Franchise, it will make periodic updates to its Emergency Incident Response Plan as may be necessary to ensure full compliance with Environmental Laws and the applicable requirements of Jurisdictional Agencies.

(d) The Parties agree to meet annually to review the Emergency Incident Response Plan and Incident Response procedures as required by Environmental Laws and the applicable regulations of Jurisdictional Agencies. Grantee shall coordinate this meeting with the City, other local public safety agencies and other interested parties.

(e) The Grantee will, at all times, have available or have access to, sufficient Emergency Incident Response equipment and materials within the Franchise Area to properly and completely respond to any spill, leak, rupture or other release of Petroleum Products or Hazardous Substances from the Grantee's Facilities, in accordance with Environmental Laws and applicable regulations of Jurisdictional Agencies or otherwise in accordance with best management practices and industry standards.

9.2 Grantee Responsible for Costs of Clean-Up. Except to the extent an Emergency Incident is shown to be proximately caused by the negligence of the City, Grantee shall be solely responsible for all reasonable and necessary costs incurred by City, County, local or State agencies in responding to any spill, leak, rupture or other release of Petroleum Products from its Facilities that are required by Environmental Laws, including, but not limited to, detection and removal of contaminants from surface or subsurface soil or water, including sources of vapor intrusion and actual remediation costs. All such costs shall be considered extraordinary costs that shall not be borne by the City and shall not be considered administrative expenses of the City. Nothing in this section shall limit Grantee's rights or causes of action against any third party who may be responsible for such leak, spill, rupture, or other release of Petroleum Products or other Hazardous Substances from Grantee’s Facilities.

9.3 Notice of Leak, Spill or Rupture From Grantee's Facilities.

(a) In areas outside the City's Wellhead Influence Zone, Grantee shall notify the City in Writing within one (1) business day of its observation or detection of, any uncontained leak, spill, rupture or other release of Petroleum Products from its Facilities within the Franchise Area requiring notification to Jurisdictional Agencies.

(b) In areas inside the City's Wellhead Influence Zone, the City shall receive telephonic notification immediately after the Emergency Incident is discovered and/or reported to Jurisdictional Agencies.

(c) If requested by the City Representative in Writing, Grantee shall follow-up this notice within thirty (30) days with a Written report of the Emergency Incident, including, but not limited to, the date, time, amount, location, response, and remediation of the leak, spill, rupture or other release of Petroleum Products as submitted to Jurisdictional Agencies.

9.4 City May Investigate Any Leaks From Grantee's Facilities.

(a) In the event of a leak of Petroleum Products from Grantee's Facilities, if the City's Representative has a reasonable basis to be concerned about the safety or security of Grantee's Operations or Facilities in any location which might impact the Aquifer, or the Well Head Influence zone, or endanger its citizens, or its property, including public water supply facilities within the Franchise Area, the City's Representative may seek an investigation by Jurisdictional Agencies, or request assurances or additional information from Grantee regarding its Facilities or Operations in the Franchise Area, including a third party evaluation pursuant to Section 7.5, as deemed necessary by the City's Representative. Any costs incurred by the City in seeking such an investigation, following a leak event, including employment of an expert consultant shall be considered as a recoverable administrative cost.

(b) Supplementing other provisions, in the event of a leak, spill or rupture comprising an Emergency Incident in the Franchise Area where the cause is not reasonably apparent, Grantee shall take immediate steps to fully cooperate with all Jurisdictional Agency investigations, giving the City reasonable assurances and confirmation of these actions. All results of any non-privileged investigation shall be disclosed to the City Representative. The City may view all pertinent records and reports thereof. The City has the right to satisfy itself of the due diligence of such investigation. If the City reasonably deems the public water supply or the safety and security of its Wellhead Influence Zone area are in jeopardy, the City may demand that the occurrence be investigated by an independent pipeline consultant selected by City. Grantee shall be solely responsible for paying all of the reasonable costs and expenses incurred in investigating the occurrence and reporting any findings to Jurisdictional Agencies, up to a maximum amount of fifty thousand dollars ($50,000) per incident for incidents up to ten barrels product loss and a maximum of $100,000 for incidents over ten barrels involving a spill, leak, or rupture. Grantee shall meet and confer with the independent consultant following the consultant's investigation to address whether any modifications or additions to Grantee's Facilities may be warranted. In cases where Jurisdictional Agencies do perform an investigation, Grantee shall provide a copy of the results of any investigation within ten (10) business days of receipt of such report.

(c) If the independent pipeline consultant recommends that Grantee make modifications or additions to Grantee's Facilities, Grantee covenants to consider said recommendations in good faith provided that the recommendations are reasonably consistent with industry best practices. If Grantee declines to follow the consultant's recommendations, Grantee shall provide a Written report within 90 days to the City explaining its reasoning for not following said recommendations. The Parties agree to comply with the Dispute Resolution provisions of Section 13 contained herein to resolve any dispute over whether to follow the consultant's recommendations.

9.5 Emergency Flow Restricting Devices in Facilities – Remote Control.

(a) Grantee has installed Emergency Flow Restricting Devices (EFRD) in its Facilities within the Franchise Area in the locations shown in Exhibit “B". All Emergency Flow

Restricting Devices for Grantee's Facilities shall be remotely controlled from the Control Center and shall be capable of being instantly activated by Grantee.

(b) Emergency Flow Restriction Devices - Location. Grantee currently has EFRDs on either side of the Spokane River capable of manual and remote operation through its Control Center and in the vicinity of the City's Wastewater treatment plant. These EFRDs shall continue to be maintained by Grantee during the term of the Franchise or so long as Grantee operates Facilities within the Franchise Area.

(c) Grantee shall maintain adequate 24-hour emergency staffing immediately accessible by the City Fire Chief or the City Representative to activate said EFRDs in the case of an Emergency Incident involving Grantee's Facilities.

9.6 Responsibility of Grantee to Take Precautions to Avoid Leak, Spill, or Rupture. It remains the sole and separate responsibility of the Grantee, under the authority of this Franchise, to take adequate precautions to avoid Leaks, Spills or Ruptures that might result in the release of Petroleum Products from its Facilities, as required by all Environmental Laws and applicable regulations of Jurisdictional Agencies, including, but not limited to, compliance with the requirements of RCW Chapter 19.122 (One Call System).

Section 10. Required Relocation of Facilities for Public Project.

10.1 Public Project.

(a) In the event that the City undertakes or approves the construction of any Public Project including by not limited to: changes to the grade or location of any water, sewer or storm drainage line, street or sidewalk, or undertakes any other Public Project and as a result, the City determines that the public health, safety, welfare, necessity, and/or convenience reasonably requires changes to, or the relocation of, the Grantee's Facilities in the Public Right-of-Way or on Public Property, then the Grantee shall make such changes or relocations as required herein at the Grantee's sole cost, expense and risk.

(b) The City shall provide written notice to Grantee at least 180 days prior to commencement of any Public Project which requires relocation of Grantee's pipeline and/or Facilities.

(c) In the event the Grantee relocates or otherwise modifies its Facilities at the direction of the City to accommodate a City Public Project, and the City thereafter abandons and does not complete the Public Project, the Grantee may invoke the Dispute Resolution provisions of Section 13 and seek reimbursement for the reasonable and necessary costs incurred by the Grantee for the relocation or modification that it would not have otherwise incurred.

10.2 Relocation of Facilities by Grantee.

(a) Prior to commencing construction on a Public Project affecting Grantee's Facilities, the City shall provide Grantee with copies of pertinent portions of the plans and

specifications for the Public Project; and, upon request, Grantee shall, at its sole cost and expense, determine and identify for the City Representative the exact location of its Facilities potentially affected by the Public Project. Grantee shall promptly relocate such Facilities at Grantee's sole cost and expense to accommodate a Public Project if reasonably requested to do so by City; and shall similarly relocate its Facilities for any other projects at the request of the City, but in such case, Grantee may recover its reasonable expenses form persons other than the City responsible for the relocation request.

(b) The City shall work cooperatively with the Grantee in determining a viable and practical route within which Grantee may relocate its Facilities, in order to minimize costs to the Grantee while meeting the requirements of the City's Public Project, and will, to the extent possible, provide an alternative Public Right-of-Way or Public Property for the relocation.

(c) Grantee shall complete relocation of its Facilities so as to accommodate the requirements of the Public Project at least ten (10) calendar days prior to commencement of such Project or at such other time as the Parties may agree in Writing.

(d) The Parties agree that the City's exact damages, because of delays by the Grantee, in compliance with this section are difficult to precisely quantify. If the City or its contractor is delayed at any time in the progress of the work on the Public Project by an act or neglect of the Grantee, or those acting for, or on behalf of, the Grantee, then Grantee agrees to pay the City liquidated damages as provided in Section 12.1. The requirement for payment of Liquidated Damages does not apply if the delays were caused by the acts of the City or did not result from the neglect of the Grantee, or those acting for, or on behalf of, the Grantee.

10.3 Alternative Plan to Avoid Relocation of Facilities. Grantee may, after receipt of Written notice requesting a relocation of its Facilities, submit to the City Representative Written alternatives to the relocation of Grantee's Facilities within forty five (45) calendar days of receiving the plans and specifications for the Public Project. The City shall evaluate the alternatives and advise Grantee in Writing if one or more of the alternatives are suitable to accommodate the requirements of the Public Project. The City Representative shall give each alternative proposed by Grantee full and fair consideration but retains full discretion and final authority to decide whether to utilize its original plan or an alternative proposed by Grantee.

10.4 Requested Relocation within 5 Years. If any portion of the Grantee's pipeline and/or Facilities that has been required by the City to be relocated under the provisions of this section is subsequently required to be relocated again within five (5) years of the original relocation, the City will bear the actual and reasonable cost of the subsequent relocation during the five (5) year period.

Section 11. Removal of Grantee's Facilities - Abandonment in Place.

11.1 Permanent Cessation of Use of Facilities.

(a) In the event of Grantee's permanent cessation of use or abandonment of its Facilities, or any portion thereof, within the Franchised Area, the Grantee shall (except as may be

permitted by Section 11.2), within one hundred and eighty (180) days after the abandonment or permanent cessation of use, remove its Pipelines and/or Facilities or any portion thereof, from the Public Right-of-Way or Public Property at Grantee's sole cost and expense.

(b) A presumption of Grantee's abandonment or permanent cessation of use of Facilities arises after twelve months substantial non-use by Grantee of its Facilities as to that part of the Franchise Area concerned.

(c) In the event of the removal of all or a portion of its Facilities, Grantee shall restore the Franchised Area as nearly as reasonably possible to as good or better condition as it was in before the installation of the Grantee's Pipelines and/or Facilities, in compliance with the City's current Pavement Cut Policies.

(d) Such property restoration shall be done at the Company's sole cost and expense and to the City's Representative's reasonable satisfaction. Grantee shall be responsible for the payment of any costs of any environmental review required by for the removal of any Pipelines and/or Facilities from the Premises within the Franchise area.

(e) If the Grantee fails to remove or secure the Pipelines and/or Facilities and fails to restore the Premises or fails to take such other mutually agreed upon action, the City may, after reasonable notice to the Grantee, remove the Facilities, restore the Premises, or take such other action as is reasonably necessary at the Grantee's expense, and the City shall not be liable, therefore. This remedy shall not be deemed to be exclusive and shall not prevent the City from seeking a judicial order directing that the Facilities be removed.

11.2 Alternatives to Grantee's Removal of Facilities from Public Right-of-Way.

(a) Upon abandonment or permanent cessation of Facilities, and with the Written consent of the City's Representative, as an alternative to Grantee's removal of the Facilities the Grantee may secure its underground Facilities within the Franchise Area or on other Public Property, rendering them safe and harmless, removing all Petroleum Products from the Facilities, purging vapors, displacing the contents of the pipeline with an appropriate inert material, and sealing Facility ends with a suitable end closure, all in compliance with Environmental Laws and the applicable regulations of Jurisdictional Agencies.

(b) Provided that portions of the Grantee's Facilities which are above ground shall be removed at Grantee's sole expense, except where approved, in Writing, by the City's Representative.

(c) For permission for Grantee to abandon all, or substantially all, of the Grantee's Facilities within the Franchise Area, the City's consent must be expressed by a Resolution of the City Council, upon such additional conditions as may be prescribed therein.

11.3 Grantee's Abandonment of Facilities – Requirement of Bond. The City's permission for Grantee's partial or complete abandonment of Facilities in place on the Premises within the Franchise Area may be conditioned upon Grantee's posting of a bond, in a form and

with a surety subject to the City's reasonable approval, or other security approved by the City to cover any estimated future risks and reasonable likely costs to the City in dealing with Grantee's Facilities as abandoned on the Premises in the Public Right-of-Way or on other Public Property, including prevention or remediation of any environmental damage.

11.4 Requirements of this Section Survives Franchise Termination. The Parties expressly agree that the requirements of Section 11 shall survive the expiration, revocation, or termination of this Franchise.

Section 12. Violations, Remedies and Termination.

12.1 City's Remedies for Violations. The Grantee shall be in compliance with the terms of this Franchise at all times. In addition to any rights set forth elsewhere in this Franchise, or other rights it may possess at law or equity, the City reserves the right to apply any of the following remedies, alone or in combination, in the event Grantee violates any material provision of this Franchise.

(a) Liquidated Damages for Delay. The Parties agree that damages for delay in compliance with the requirements of this Franchise are difficult to ascertain and determine. If Grantee fails or refuses to comply with any condition of this Franchise, or any of its terms or provisions, the damages suffered by the City as a result may include, without limitation, increased costs of administration and other damages difficult to measure; therefore, City and the Grantee agree that liquidated damages of $1,000 Dollars (One thousand dollars) per day, per incident or other measure of violation, may be assessed from the third (3rd) business day that the City notifies the Grantee of the occurrence of the violation or incident, so long as Grantee remains non-compliant; *provided* that if Grantee commences a cure within such three business day period (and uses commercially reasonable efforts to pursue a cure thereafter), then Grantee shall not be assessed such liquidated damages. These liquidated damages represent both Parties' best estimate of the damages likely to result from such compliance delays and do not include compensation for municipal property damage, damage to the City facilities, water supply or other public resources or properties and other losses, nor for liability risks as typically protected by insurance. Grantee may invoke the Dispute Resolution provisions as provided in Section 13 of this Franchise in connection with imposition of damages by the City under this section, but this shall not stay the continued accrual of such damages.

(b) Termination of Franchise. The City may also terminate this Franchise if Grantee materially breaches or otherwise fails to perform, comply with, or otherwise observe any of the material terms and conditions of this Franchise, or fails to maintain all required licenses and approvals from Jurisdictional Agencies, and fails to cure any such breach or default within thirty (30) calendar days of City's Representative providing Grantee Written notice thereof.

(c) The above cited remedies are cumulative and not exclusive, and, the exercise of one remedy shall not prevent the exercise of another or any rights of the City at law or equity.

12.2 Termination of Franchise Requires Vote of City Council. This Franchise shall not be terminated except upon a majority vote of the full membership of the City Council, after reasonable notice to Grantee and an opportunity to be heard, provided that if exigent circumstances necessitate immediate termination, the hearing may be held as soon as possible after notice to Grantee of the termination by the City Representative. The Council may refer any portion of a dispute involving a potential termination of the Franchise to the City Hearings Examiner for hearing and recommendation.

12.3 Grantee's Termination of Franchise.

Grantee may terminate this Franchise upon 30-days' written notice to City.

12.4 Grantee's Obligations Upon Termination of Franchise.

(a) In the event of termination of this Franchise, Grantee shall immediately discontinue Operation of its Facilities in the Franchise Area unless doing so creates an appreciable risk to human health, safety, or the environment, in which case Grantee shall discontinue Operations of its Facilities in the Franchise Area as quickly as it is able to do so without threatening human health, safety, or the environment, in accordance with a schedule approved by Jurisdictional Agencies.

(b) Once the Grantee's rights to Operate in the Franchise Area have terminated, Grantee shall comply with the Franchise provisions regarding removal and/or abandonment of Facilities.

(c) Either Party may invoke the Dispute Resolution provisions set forth in Section 13 of this Franchise, as it deems necessary with regard to termination. Alternatively, the City may elect to seek relief directly in Superior Court, in which case the Dispute Resolution requirements of Section 13 shall not be applicable.

12.5 Termination of this Franchise Shall Not Release Either Party From Liability.

(a) Termination of the Franchise shall not release either Party from any obligation with respect to any matter occurring prior to such termination, nor shall such termination release Grantee from any obligation to remove or secure Grantee's Facilities on the Premises within the Franchise Area and to restore the Premises within the Franchise Area, including, but not limited to, Grantee’s compliance with the terms of this Franchise regarding removal and/or abandonment of its Facilities, in accordance with Environmental Laws and the applicable regulations of Jurisdictional Agencies.

(b) The City's failure to exercise a particular remedy at any time shall not waive the City's right to terminate, assess penalties, or assert any other remedy at law or equity for any future breach or default by Grantee.

12.6 Covenants in Franchise Enforceable in Court. The Parties acknowledge that the covenants set forth herein are essential to this Franchise, and, but for the mutual agreements of the

Parties to comply with such covenants, the Parties would not have entered into this Franchise. The Parties further acknowledge that they may not have an adequate remedy at law if the other Party violates such covenant; therefore, the Parties shall have the right, in addition to any other rights they may have, to obtain injunctive relief in Spokane County Superior Court to restrain any breach or threatened breach of Franchise terms, or to specifically enforce any of the covenants contained herein should the other Party fail to perform them.

Section 13. Dispute Resolution.

13.1 Resolution of Disputes by Franchise Administrators. In the event of a dispute between City and Grantee arising by reason of this Franchise, or any obligation hereunder, the dispute shall first be referred to the operational officers or representatives designated by the City and the Grantee to have oversight over the administration of this Franchise. Said officers or representatives shall meet within thirty (30) calendar days of either Party's request for a meeting, and the Parties shall make a good faith effort to attempt to achieve a resolution of the dispute.

13.2 Resolution of Disputes by Mediation. In the event that the Parties are unable to resolve a dispute under the procedure set forth in Section 13.1, then the Parties hereby agree that the matter shall be referred to mediation. The Parties shall mutually agree upon a mediator to assist them in resolving their differences. If the Parties are unable to agree upon a mediator, the Parties shall jointly obtain a list of seven (7) mediators from a reputable dispute resolution organization and alternately strike mediators from that list until one remains. Any expenses incidental to mediation shall be borne equally by the Parties. If the dispute involves a matter previously mediated, the mediation process need not be repeated.

13.3 Judicial Remedy. If the Parties fail to achieve a resolution of the dispute through mediation, either Party may then pursue any available judicial remedies by filing an action in Spokane County Superior Court; provided that, if the Party seeking judicial redress does not substantially prevail in the judicial action, it shall pay the other Party's reasonable legal fees and costs incurred in the judicial action.

13.4 Grantee may continue to Operate Facilities within the Franchise Area during the Dispute Resolution process, but this shall not affect either Party’s right to seek injunctive relief to protect their interests in a court of competent jurisdiction in Spokane County.

Section 14. Indemnification.

14.1 General Indemnification. Except for environmental matters, which are covered by a separate indemnification, the Grantee shall indemnify, defend, and hold harmless the City, its agents, officers, elected officials, or employees from any and all liability, loss, damage, cost, expense, and claim of any kind whether at law or in equity, including reasonable attorneys' and experts' fees incurred by the City in defense thereof, arising out of, or related to, directly or indirectly, the installation, Construction, Operation, use, location, testing, repair, Maintenance, Improvement, removal, or abandonment of Grantee's Facilities on the Premises within the Public Right-of-Way or on other Public Property within the Franchise Area under the authority of this Franchise, or from the existence of Grantee's Facilities in the Franchise Area, or from any leak,

spill, rupture or other release of the Petroleum Products contained in, transferred through, or released from said Facilities, including the reasonable costs of assessing any such damages and any liability for costs of investigation, abatement, correction, cleanup, fines, penalties or other damages arising under any Environmental Laws or the applicable regulations of Jurisdictional Agencies. If any administrative or judicial action is brought against the City by reason of the rights granted to Grantee for the Construction, Maintenance, Operation or Improvement of its Facilities within the Franchise Area under the terms of this Franchise Ordinance, Grantee shall defend the City, its agents, officers, elected officials, or employees at the Grantee's sole cost and expense. This general indemnification does not apply to the extent that any matters are shown to be proximately caused by the City's negligence or willful misconduct.

14.2 Environmental Indemnification.

(a) Grantee shall indemnify, defend and hold harmless the City, its agents, officers, elected officials or employees from and against any and all liability, loss, damage, expense, actions or claims, either at law or in equity, for environmental damages arising out of, or related to, directly or indirectly, the installation, Construction, Operation, use, location, testing, repair Maintenance, Improvement, removal, or abandonment of Grantee's Facilities in the Public Right-of-Way or on other Public Property within the Franchise Area under the authority of this Franchise, including, but not limited to, costs and reasonable attorneys' and experts' fees incurred by City in defense thereof, arising directly or indirectly from:

1) Grantee's breach of any Environmental Laws or the regulations of Jurisdictional Agencies applicable to the Grantee's Facilities; or

2) Any release of Petroleum Products or other Hazardous Substances from the Grantee’s Facilities within the Franchise Area; or

3) Any other incident arising from Grantee's activities related to the rights granted under this Franchise including actions by Grantee, or its agents, contractors or subcontractors.

(b) This indemnity includes but is not limited to:

1) Liability for any Governmental Agency's costs of removal of, or remedial action for, a leak, spill, rupture or release of Petroleum Products or other Hazardous Substances from Grantee’s Facilities;

2) Damages to natural resources caused by a leak, spill, rupture or other release of Petroleum Products or other Hazardous Substances from Grantee’s Facilities, including the reasonable costs of assessing such damages;

3) Liability for any other person's costs, including the City’s (except for those excluded because they were not proximately caused by the City's negligence or willful misconduct as set forth in subsection (c), below), of responding to any leak, spill, rupture or other release of Petroleum Products or other Hazardous Substances from Grantee’s Facilities;

4) Liability for any costs of investigation, abatement, correction, cleanup, fines, penalties, or other damages arising under any Environmental Laws or the applicable regulations of Jurisdictional Agencies; and

5) Liability for personal injury, property damage, or economic loss from the acts or omissions of the Grantee related to the City's grant of this Franchise or Grantee's Operation, Maintenance, Construction or Improvement of the Facilities arising under any statutory or common-law theory.

(c) This environmental indemnification does not apply to the extent that any matters are shown to be proximately caused by the City's negligence or willful misconduct.

14.3 Indemnity Obligations Survive Termination. The indemnity provisions contained herein shall survive the expiration, revocation, or termination of this Franchise and shall continue for as long as the Grantee's Facilities shall remain in, or on, the Premises within the Franchise Area or until the Parties execute a new Franchise which modifies or terminates these indemnity provisions.

14.4 Waiver of Consequential Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS FRANCHISE, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, ANY SUCCESSORS IN INTEREST OR ANY BENEFICIARY OR ASSIGNEE OF THIS AGREEMENT FOR ANY LOST PROFITS OR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT OR ANY BREACH HEREOF, WHETHER ARISING UNDER LAW OR IN EQUITY.

Section 15. Insurance and Bond Requirements.

15.1 Insurance Requirement.

(a) During this Franchise, Grantee shall procure and maintain, at its sole cost and expense, from carriers with an AM Best's Financial Strength Rating of at least A- commercial general liability insurance, including sudden and accidental pollution in the minimum amount of One Hundred Million Dollars ($100,000,000) for each occurrence and in the annual aggregate, in a form reasonably acceptable to the City. Insurance coverage shall include, but is not limited to, all defense costs. Grantee and City agree that, every five years following the Effective Date of this Franchise, either Party may request in writing that both Parties meet to discuss the continuing appropriateness of the Insurance Requirement and whether new circumstances merit an adjustment of the Insurance Requirement. The Parties agree to meet and discuss this matter in good faith, but neither Party is obligated to agree to an adjustment of the Insurance Requirement.

(b) Grantee is permitted to self-insure a portion of the total amount of insurance required in Section 15.1(a), above, in an amount up to and including Twenty-five Million Dollars ($25,000,000).

(c) The insurance limits in this Section can be satisfied through any combination of primary and excess liability policies.

15.2 Grantee to Provide Proof of Insurance. Upon request, Grantee shall provide evidence of the coverage required in Section 15.1 in a form reasonably acceptable to City. Further, any policies of insurance procured and maintained by Grantee to satisfy the requirements in Section 15.1 shall, to the extent of Grantee's indemnification obligations herein of Grantor, show Grantor as an additional insured, provide a waiver of subrogation in favor of Grantor, and respond as primary to any insurance carried by Grantor. Further, such policies shall contain a provision that the policy shall not be canceled without a minimum of thirty (30) days prior Written notice to the City or otherwise is allowed under the terms and conditions of the policy.

15.3 Grantee is permitted to procure insurance from more than one carrier to meet the insurance obligations specified in Section 15.1(a), above. Insurance carriers are not required to be "admitted" in the State of Washington.

15.4 Bond and Insurance Requirements Survive Termination. The insurance and bond provisions contained herein shall be negotiated at the expiration, revocation, or termination of this Franchise and shall continue for as long as the Grantee's Facilities shall remain in, or on, the Premises within the Franchise Area or until the Parties execute a new Franchise Agreement which modifies or terminates these indemnity, insurance, and bond provisions.

Section 16. Receivership or Foreclosure of Grantee.

16.1 Notice to City – Bankruptcy. Grantee shall immediately notify the City in Writing if Grantee:

(a) files a voluntary petition in bankruptcy, a voluntary petition to reorganize its business, or a voluntary petition to affect a plan or other arrangement with creditors; or

(b) files an answer admitting the jurisdiction of the Bankruptcy Court and the material allegations of an involuntary petition filed pursuant to the Bankruptcy Code, as amended; or

(c) is adjudicated bankrupt, makes an assignment for the benefit of creditors, or applies for, or consents to, the appointment of any receiver or trustee of all or any part of its property including all or any parts of its business operations or Facilities within or affecting the Franchise Area.

16.2 Notice to City -- Foreclosure. Upon the foreclosure or other judicial sale of all, or a substantial part of, Grantee's business operations or Facilities within or affecting the Franchise Area, or upon the termination of any lease covering all, or a substantial part of, the Facilities within or affecting the Franchise Area, Grantee shall notify the City Representative of such fact.

16.3 City's Right to Terminate Franchise Upon Appointment of Receiver. The City shall have the right to cancel this Franchise one hundred twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of a Grantee, whether in receivership,

reorganization, bankruptcy, or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred twenty (120) days, or unless:

(a) Within one hundred twenty (120) days after the election or appointment, such receiver or trustee shall have fully complied with all of the provisions of this Franchise and remedied any existing violations and/or defaults; and

(b) Within said one hundred twenty (120) days, such receiver or trustee shall have executed an agreement, duly approved by the court having jurisdiction, whereby such receiver or trustee assumes and agrees to be bound by each and every provision of this Franchise granted to the Grantee except where expressly prohibited by applicable provisions of State or Federal law.

16.4 City's Right to Seek Injunctive Relief. Nothing in this Section shall limit the ability of the City to seek emergency or injunctive relief against Grantee if it deems the City water supply, Wellhead or Aquifer to be in significant danger or jeopardy. Such action shall not be an election of remedies but shall preserve all other remedies in addition, at contract, law, or equity.

Section 17. Annual Franchise Fee and Costs.

17.1 Franchise Fee. In consideration for granting this Franchise to Grantee and for the use of the Premises within the Franchise Area, there is hereby established an annual Franchise Fee equal to Twenty- five Thousand Dollars/year ($25,000).

The annual Franchise Fee shall remain constant for the first five (5) years of this Franchise and shall then subsequently be increased every year by the national Consumer Price Index for Urban Consumers (CPI-U) as published in January of that year, or at a rate of 1.5%, whichever is greater.

17.2 Fee Payment in Installments. The first installment shall be paid at the time Grantee accepts this Franchise and shall cover the next twelve (12) months. Each succeeding installment shall cover the next twelve (12) month period and shall be paid not later than the anniversary date of the Effective Date of this Franchise.

17.3 Interest on Late Payments. Interest shall accrue on any late payment of the Franchise Fee at the rate of twelve percent (12%) per annum. Such interest shall be in addition to any applicable and customary penalties for late payment. Any partial payment shall first be applied to any applicable and customary penalties, then interest, and then to principal.

17.4 The Franchise Fee set forth above, does not include standard and customary payments associated with the City’s administrative expenses incurred in reviewing, licensing, permitting, or granting any other approvals necessary for the Grantee to Operate, Maintain, Construct or Improve its Facilities, or for any inspection or enforcement costs thereunder (i.e. customary permitting fees). Additionally, the foregoing annual fee does not include any generally applicable taxes that the City may legally levy.

Section 18. Legal Relations; Charter Requirements.

18.1 No Relationship Created by Grant of Franchise. Nothing contained in this Franchise shall be construed to create an association, trust, partnership, agency relationship, or joint venture between the City and Grantee, or to impose a trust, partnership, or agency duty, obligation or liability on, or with regard to, either Party. Each Party shall be individually and severally liable for its own duties, obligations, and liabilities under this Franchise.

18.2 No Warranty by City. The Grantee accepts any privileges granted hereunder by the terms of this Franchise for the installation of its Facilities on the Premises within the Public Right-of-Way and on other Public Property within the Franchise Area in an "as is" condition. Grantee stipulates and agrees that the City has never made any representations, or any implied or express warranties or guarantees as to the suitability, security, or safety of the Premises for Grantee's location of its Facilities or any representations as to possible hazards or dangers arising from other uses of the Premises by the City, the general public, or other utilities. As between the City and the Grantee, the Grantee shall remain solely and separately liable for the operation, testing, Maintenance, Construction, Improvement, replacement, and/or repair of the Facilities or other activities permitted hereunder.

18.3 Workers' Compensation Immunity Waiver. Grantee waives immunity under Title 51 RCW in any cases involving the City and affirms that the City and Grantee have specifically negotiated this provision, to the extent it may apply.

18.4 Franchise Creates No Duty on City. This Franchise shall not create any duty of the City or any of its officials, elected officials, employees or agents and no liability shall arise from any action or failure to act by the City or any of its officials, elected officials, employees or agents in the exercise of powers reserved to the City. Further, this ordinance is not intended to acknowledge, create, imply or expand any duty or liability of the City with respect to any function in the exercise of its police power or for any other purpose. Any duty that may nonetheless be deemed to be created in the City shall be deemed a duty to the general public and not to any specific party, group or entity.

18.5 Supplementing and not by way of limitation of other provisions, the City reserves all rights under its City Charter and as allowed by applicable provisions of Federal and State law, including expressly those conditions stated in Sections 106, 107 and 108, of the City Charter as applicable.

18.6 Grantee may not issue any capital stock on account of the Franchise or the value thereof and shall have no right to receive any return on account of the Franchise or its value.

18.7 As applicable, the Franchise and all things constructed thereunder shall be subject to common use by any other grantee or assignee of any other franchise, whenever there shall be necessity therefor, upon payment or tender of compensation for such use. The question of necessity, compensation and all other questions relating thereto, shall be judicial questions, but no judicial proceeding shall suspend or postpone such use if the person or corporation desiring such

common use shall deposit in the court such sums as the court, in a preliminary hearing may determine.

Section 19: Miscellaneous.

19.1 Interpretation and Venue. This Franchise shall be governed by, and construed in accordance with the laws of the State of Washington and the Parties agree that in any action, except for actions based on Federal questions, that jurisdiction and venue shall lie exclusively in the Superior Court of Spokane County, Washington. For any Federal judicial action involving the rights granted under this Franchise, venue shall lie in the United States District Court for the Eastern District of Washington.

19.2 Amendment or Modification of Franchise. In the event that a court of competent jurisdiction declares a material provision of this Franchise to be invalid, illegal or unenforceable, the Parties shall negotiate in good faith and agree, to the maximum extent practicable in light of such determination, to make such amendments or modifications to the Franchise as are appropriate actions so as to give effect to the intentions of the Parties as reflected herein. If severance from this Franchise of the particular provision(s) determined to be invalid, illegal or unenforceable will fundamentally impair the value of this Franchise, either Party may bring an action in the Spokane County Superior Court to reform or reconstitute the Franchise so as to recapture the original intent of said particular provision(s). All other provisions of the Franchise shall remain in effect at all times during which negotiations or a judicial action remains pending.

19.3 Time is of the Essence. Whenever this Franchise sets forth a time for any act to be performed, such time shall be deemed to be of the essence, and any failure to perform within the allotted time may be considered a material violation of the requirement of this Franchise. Where no specific time is specified, performance shall be made in a reasonable time, and for such performance, time is also of the essence.

19.4 Effect of Force Majeure. In the event that Grantee is prevented or delayed in the performance of any of its obligations under this Franchise by reason(s) beyond the reasonable control of Grantee, performance shall be excused during and to the extent of such Force Majeure occurrence. Upon removal or termination of the Force Majeure occurrence the Grantee shall promptly perform the affected obligations in an orderly and expedited manner under this Franchise or procure a substitute for such obligation or performance that is reasonably satisfactory to City. Grantee shall not be excused by mere economic hardship, or by the misfeasance or malfeasance of its directors, officers, or employees or any other conditions that might have been reasonably foreseen or avoided, with the exercise of reasonable care and diligence.

19.5 Section Headings.

(a) The Section headings in this Franchise are for convenience only, and do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the Section to which they pertain.

(b) This Franchise is expressly subject to the terms of the Spokane City Charter and Article XI thereof.

19.6 No Third-Party Liability. By entering into this Franchise, the Parties expressly do not intend to create any obligation or liability, or promise any performance to any third Party, nor have the Parties created for any third Party any right to enforce this Franchise.

19.7 Successors and Assignees Bound by Franchise. This Franchise and all the provisions shall be binding upon and inure to the benefit of the respective successors and permitted assignees of the Parties.

19.8 Notice Requirements. Whenever this Franchise calls for notice to or notification by any Party, the same (unless otherwise specifically provided) shall be in Writing and directed to the recipient at the address set forth in this Section, unless written notice of change of address is provided to the other Party. If the date for making any payment or performing any act is a legal holiday, payment may be made or the act performed on the next succeeding business day which is not a legal holiday.

Notices shall be directed to the Parties as follows:

To the City:

Representative
808 W. Spokane Falls Blvd.
Spokane, WA 99201

To the Grantee:

Real Estate Services
825 North 300, Suite S-200
Salt Lake City, Utah

Copy to:
Office of the City Attorney
5th Floor City Hall
808 W. Spokane Falls Blvd.
Spokane, WA 99201-3326

19.9 Authority of Parties to Execute Franchise. The Parties each represent and warrant that they have full authority to enter into and to perform this Franchise, that they are not in default or violation of any permit, license, or similar requirement necessary to carry out the terms hereof, and that no further approval, permit, license, certification, or action by a Jurisdictional Agency is required to execute and perform this Franchise, except such as may be routinely required and obtained in the ordinary course of business.

19.10 Franchise Supersedes All Previous Agreements. This Franchise and the attachments hereto represent the entire understanding and agreement between the Parties with respect to the subject matter and it supersedes all prior oral negotiations between the Parties. This Franchise can be amended, supplemented, modified, or changed only by an agreement in writing which makes specific reference to the Franchise or the appropriate attachment and which is signed by both Parties. No waiver of any provision of this Franchise shall be effective unless reduced to writing and signed by the Party granting the waiver. All previous franchise agreements between

the Parties pertaining to Grantee's Construction, Maintenance, Improvement or Operation of its Facilities within the Franchise Area are hereby superseded.

19.11 Purpose of Franchise; Acceptance of Franchise.

(a) The purpose of this Franchise is to grant Grantee the right to Operate, Maintain, Construct and Improve its Facilities in the Franchise Area and to assure the City protection against liability or loss in connection with Grantee's enjoyment of the Franchise, including loss or damage to the public water supply, City Wellhead area or Aquifer contamination. This Franchise shall be liberally construed to accomplish these purposes.

(b) Grantee shall, within thirty (30) days after passage of this Ordinance, file with the City Clerk, its unconditional Written acceptance of all the terms and conditions of this Franchise. If Grantee shall fail to so file its Written acceptance within such period, then the rights and privileges granted hereunder shall be deemed forfeited.

19.12 Effective Date. The Effective Date of this Franchise shall be the 1st day of _____, 2025, after passage, approval and legal publication of this Ordinance as provided by law and provided it has been duly accepted by Grantee as herein above provided. On that date, the rights, duties and obligations shall come into effect and the date from which the time requirement for any notice, extension and/or renewal will be measured. The City has made no effort to verify that Grantee compliance, and waives no existing deficiencies at the time of Franchise approval.

PASSED by the City Council this _____ day of _____, 2025.

_____
MAYOR

ATTEST:

_____
City Clerk

Date of Publication: _____.
Effective Date: _____.

Approved as to Form:

_____
Office of the City Attorney

UNCONDITIONAL ACCEPTANCE BY GRANTEE

I, the undersigned representative of Marathon Pipe Line LLC, am authorized to bind Marathon Pipe Line LLC and to unconditionally accept the terms and conditions of the foregoing Franchise (Ordinance No. C-_____), which are hereby accepted by Marathon Pipe Line LLC this ____ day of _____, 2025.

MARATHON PIPE LINE LLC

By: _____

Name: _____

Title: _____

Agenda Sheet for City Council: **Committee:** Finance & Administration **Date:** 08/25/2025 **Committee Agenda type:** Discussion		**Date Rec'd**	8/20/2025
		Clerk's File #	ORD C36752
		Cross Ref #	
Council Meeting Date: 09/22/2025		**Project #**	
Submitting Dept	CITY COUNCIL	**Bid #**	
Contact Name/Phone	CHRIS WRIGHT 625-6210	**Requisition #**	
Contact E-Mail	CWRIGHT@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	BWILKERSON MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	AN ORDINANCE CONCERNING ADOPTION OF PUBLIC RULES BY THE CITY OF		

Agenda Wording

An ordinance concerning adoption of public rules by the City of Spokane and creating new Chapters 3.14, 10.21, 12.14, 15.07, and 18.12 of the Spokane Municipal Code, amending sections of Titles 1, 3, 4, 8, 10, 12, 13 and 16A of the Spokane Municipal Code, and adding new section 03.07.350 to the Spokane Municipal Code

Summary (Background)

The City's administrative policy for drafting policies and procedures (Admin 0325-18-1) includes provisions for public rules. They are defined as: "[....]any department order, directive or regulation of general applicability, and (1) the violation of which subjects a person to a penalty; or (2) which subject a person to a payment of a fee; or (3) which establish, alter, or revoke any procedure, practice or requirement relating to departmental hearings; or (4) which establish, alter, or revoke any qualifications or standards for the issuance, suspension or revocation of licenses to pursue any commercial activity, trade or profession as may be otherwise defined by the Spokane Municipal Code[.]" The same administrative policy briefly described the adoption process for public rules, and implies that the City Council will approve public rules but does not actually require it. In addition, this policy does not set forth any specific requirements for public comment other than the simple requirement to solicit it and possibly hold a public hearing. There is no general provision in the municipal code authorizing each City department to develop public rules for their operations. Various rule-making authorizations scattered throughout the municipal code. The authorizing language can vary with each provision of the code. The concept of a "public rule" is essentially a creation of administrative policy. The City's website lists eight public rules, most concerning utility rates. A search of the Clerk's records under the phrase "public rule" is more helpful, and produces 65 records and shows 10 associated Council resolutions, most of them related to user fees for water, sewer and GFC charges. However, it is not easy to determine the actual number of rules of general application to the public because not all rules are styled as "public rules." An ordinance relating to rulemaking would standardize the process for public rules, ensure consistent use of the term "public rule," and remove any mystery about which "public" rules actually exist. The premise behind this ordinance is that legislation is the province of the City Council under Section 5 of the City Charter,

and that no regulation applicable to the general public should be adopted without authorization from the City Council and without some form of council oversight. The basic elements of the ordinance are: • Provides to City Departments Authorization to Enact Public Rules of General Applicability. The ordinance refines and codifies the definition of public rules and applies it to each City department. If departments intend a rule to be enforceable against the general public, it must identify it as a public rule and adopt it via the prescribed process. • Establishes Clear Procedures For Public Input Before Public Rules Become Final And Effective. Under this ordinance, proposed public rules first must be published, a notice given to the public, and the proposed rule placed on the City Council agenda in the same fashion as ordinance and resolutions. At the council level the proposed rule is either approved by the council, rejected and returned to the originating department for further revisions, or deferred for later council action. Once approved, the public rule is filed with the City Clerk is to maintain a separate repository of public rules and is directed to establish a system for easy identification and retrieval for the general public. • Retains Administrative Control Of Strictly Internal Procedures And Exempt Independent Officers And Agencies. The draft ordinance does not regulate rulemaking for purely internal matters, such as those rules related to personnel, collective bargaining, municipal court, or hearing examiner issuances. • Includes Provisions For Emergency Rules. The ordinance introduces a procedure allowing emergency rulemaking, whereby emergency rules become effective immediately, but must eventually receive Council review. • Addresses Existing Public Rules. As currently drafted, the ordinance permits any existing public rule approved by council resolution within 90 days prior to the effective date of the ordinance to remain in effect for one year. All other existing public rules adopted or modified prior to the effective date of this ordinance may be enforced for ninety (90) days after the effective date of the ordinance without council review, so long as public notice and council review has been initiated as provided in Section 3.14.030 and is pending during such enforcement period. Any public rule not reviewed by the City Council within ninety (90) days of the effective date of this ordinance, or for which review has not been initiated, shall be null and void, except as to any pending case or controversy under such rule.

What impacts would the proposal have on historically excluded communities?

No impacts specific to historically excluded communities, but like all residents of the city, members of historically excluded communities will benefit from a public rule process that is uniform and transparent.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

There is no plan to collect data on the effect of the ordinance.

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

There is no plan to collect data on the effect of the ordinance.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

The proposal aligns with the legislative powers of the City Council under the City Charter, as well as state law with respect to public records.

Council Subcommittee Review

Not applicable

Fiscal Impact

Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Some fiscal impact is assumed while departments review their existing rules and determine whether any rules must be revised and approved by city council consistent with the new provisions for public rules. That impact has not been quantified.

Amount		Budget Account
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select
Is this funding source sustainable for future years, months, etc?	

Expense Occurrence	N/A
Other budget impacts (revenue generating, match requirements, etc.)	

Approvals		**Additional Approvals**	
Dept Head			
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor			

Distribution List	

ORDINANCE NO. C36752

An ordinance concerning adoption of public rules by the City of Spokane and creating new Chapters 3.14, 10.21, 12.14, 15.07, and 18.12 of the Spokane Municipal Code, amending sections of Titles 1, 3, 4, 7, 8, 10, 12, 13 and 16A of the Spokane Municipal Code, and adding new section 03.07.350 to the Spokane Municipal Code.

WHEREAS, pursuant to Section 25 of the Spokane City Charter, the City Council has the authority to create administrative departments of the City and to define the "rights, powers, and duties of the departments" by ordinance; and

WHEREAS, the operation of the various City departments, and their compliance with various budgeting, financial, procurement, and other requirements set forth in federal, state, and local laws and regulations, depends on the ability of each department to promulgate internal policies and procedures; and

WHEREAS, the operation of the various City departments, and their compliance with various budgeting, financial, procurement, and other requirements set forth in federal, state, and local laws and regulations, also depends on the ability of each department to promulgate rules of general applicability that apply to members of the public; and

WHEREAS, Washington's Public Records Act (RCW 42.56.040) requires that municipalities publish "[s]ubstantive rules of general applicability adopted as authorized by law, and statements of general policy or interpretations of general applicability," and further provides that such policies may not be enforced against the general public unless properly published; and

WHEREAS, the Public Records Act (RCW 42.56.070) further provides each municipality maintain an index for public viewing "statements of policy and interpretations of policy, statute, and the Constitution which have been adopted by the agency;" as well as "[a]dministrative staff manuals and instructions to staff that affect a member of the public;" and

WHEREAS, the process for adopting rules by the City of Spokane is currently set forth in that administrative policy and procedure numbered "Admin 0325-18-1" and titled "Standardized Formats And Uniform Procedures For Adoption And Maintenance of Administrative Policies And Procedures, Departmental Policies and Procedures, Executive Orders, And Public Rules And Regulations" (hereafter "Standardization Policy"); and

WHEREAS, under the Standardization Policy the term "Public Rules and Regulations" is defined as:

" ‘Public Rules and Regulations’ as required by the Spokane Municipal Code, are any department order, directive or regulation of general applicability, and (1) the violation of which subjects a person to a penalty; or (2) which subject a person to a payment of a fee; or (3) which establish, alter, or revoke any procedure, practice or requirement relating to departmental hearings; or (4) which establish, alter, or revoke any qualifications or standards for the issuance, suspension or revocation of licenses to pursue any commercial activity, trade or profession as may be otherwise defined by the Spokane Municipal Code,”

(hereafter the “Public Rule Definition); and

WHEREAS, the Public Rule Definition by its terms is not confined to internal operations of the City, but is applicable to the general public, and includes penal measures that can result in the imposition of a fee or fine, or result in the loss of certain vocational or commercial rights, or otherwise affect the public ability to challenge certain determinations by city officials with respect to certain individuals; and

WHEREAS, only a few City entities, including the Spokane Park Board the Civil Service Commission, are explicitly authorized by the City Charter to promulgate rules; and

WHEREAS, the Spokane Municipal Code does not consistently regulate the promulgation of public rules across City departments and divisions; and

WHEREAS, neither the Standardization Policy, nor the Spokane Municipal Code or the City Charter, require City Council review or approval of public rules; and

WHEREAS, the definition of a public rule set forth in the Standardization Policy omits procedures and practices relating to the confiscation, storage and disposal of personal property belonging to members of the general public; and

WHEREAS, public rules are the functional equivalent of legislation, and because the legislative function of the City is vested exclusively in the City Council and not in the Mayor or the administrative departments of the City, any administrative action meeting the “public rule” definition, whether or not denominated as such, should be adopted only after the requisite public comment process and City Council involvement; and

WHEREAS, public rules should be promulgated only by City departments, divisions or offices expressly authorized by ordinance to promulgate them; and

WHEREAS, consistent with the foregoing, it is the intent of the City Council to establish a uniform and transparent process for adoption of public rules by City departments and to ensure compliance with the Public Records Act with respect to rules that affect the general public;

NOW, THEREFORE, the City of Spokane does hereby ordain as follows:

Section 1. That section 01.05.020 is amended to read as follows:

Section 01.05.020 Administrative Responsibilities

A. Except as provided in this section, this chapter does not alter the responsibilities vested by this code in the several officers and employees for administration and enforcement of its various provisions. Promulgation of any rules or regulations relating to enforcement of this code shall comply with Chapter 03.14 of this code.

B. For purposes of issuing a notice of infraction, the code enforcement officer is:

1. the mayor or the division director, department director or assistant director, described in chapter 3.01A SMC, vested with administrative and enforcement jurisdiction in the particular matter; or
2. an employee or agent to whom enforcement jurisdiction has been specifically conferred, who carries a special police commission conferring authority to issue a notice of infraction for the kind of violation in question; or
3. a regularly commissioned law enforcement officer; or
4. a city prosecutor.

Section 2. That section 03.01A.205 is amended to read as follows:

Section 03.01A.205 Departments – Right, Powers and Duties

A. Except as otherwise provided, the departments and offices of the City shall have all the rights and powers granted and duties imposed by authority of the laws of the state and the charter and ordinances of the City now existing or subsequently adopted, subject to the general supervision and control of the mayor. For purposes of this chapter, “department” means an organizational unit having a minimum of three (3) employees, no more than two of whom may be exempt from civil service.

B. City departments, divisions and offices may promulgate public rules in the form and manner set forth in Chapter 3.14 of the Spokane Municipal Code.

Section 3. That there is adopted a new Section 03.07.350 of the Spokane Municipal Code to read as follows:

Section 03.07.350 Personnel Regulations - Authority to Promulgate Rules

With the approval of the Mayor, City divisions, departments and offices may promulgate administrative policies and procedures consistent with this chapter. Administrative policies and procedures promulgated pursuant to this chapter 03.07 shall not be

deemed public rules under Chapter 3.14 of the Spokane Municipal Code.

Section 4. That there is adopted a new Chapter 3.14 of the Spokane Municipal Code to read as follows:

Chapter 3.14 Public Rule Authority

Section 3.14.010 Department Authority to Promulgate Public Rules
Section 3.14.020 Definitions
Section 3.14.030 Process for Adopting Public Rules; Effect of Council Approval
Section 3.14.040 Access to Public Rules
Section 3.14.050 Exemptions
Section 3.14.060 Emergency Public Rule
Section 3.14.070 Effective Date; Construction with Other Law
Section 3.14.080 Effect on Existing Public Rules

Section 3.14.010 Department Authority to Promulgate Public Rules

A. No division, department or office of the City of Spokane may adopt, modify, repeal or enforce a public rule except as authorized by this Chapter.

B. Every Public Rule shall be denominated as such and adopted pursuant to the requirements of this Chapter.

Section 3.14.020 Definitions

A. "Administrative Policies and Procedures" are used by City departments to inform other departments and staff of policies and procedures for the direction and management of Citywide operations and which are not enforceable against members of the general public.

B. “Contested Case" means any proceeding before a department in which the legal rights, duties, or privileges of specific parties are required by ordinance to be determined after a hearing by the Hearing Examiner or the City Council.

C. "Department" means the City of Spokane or any of its divisions, departments, or offices including, but not limited to, any City board, commission, committee, officer, or department, including the City Council and its committees, when acting in accordance with or pursuant to authorization by ordinance or Charter to make rules, hear appeals, or adjudicate contested cases.

D. "Departmental Policies and Procedures" are informative directives for internal departmental management and operation of City departments. They affect primarily or exclusively single departments, divisions, or offices.

E. "Executive Orders" formalize specific decisions of the Mayor and/or city administrator and, except in cases of civil emergencies, are not enforceable

against members of the general public.

F. “Hearing” means a proceeding before the City Council to consider the adoption, modification, or repeal of any Public Rule.

G. "License" includes those City -issued permits, certificates, approvals, registrations, or forms of permission required before a Person may engage in any activity within the City of Spokane.

H. “Person " means any individual, partnership, corporation, association, or public or private organization of any character.

I. "Public Rule" means any department order, directive, policy or regulation, however denominated and including amendment or repeal of an existing rule, which applies to the general public and which, if violated, subjects a person to a penalty or administrative sanction, including, but not limited to, an order, directive, or regulation which affects:

    1. Procedures, practices or requirements relating to department hearings;
    2. Qualifications, standards, or fees imposed for the issuance, suspension, or revocation of licenses or permits;
    3. Any rule intended to implement any tax, fee or charge;
    4. Mandatory standards which must be met before the distribution or sale of products or materials;
    5. Any qualification, requirement, or process relating to the enjoyment of benefits or privileges conferred by law and administered by a Department; or
    6. Any program affecting the seizure, storage or disposition of personal property not otherwise owned or leased by the City.

J. “Regulation” means any statement of general applicability and intending to have the force of law.

K. The term “Public Rule” does not include the following:

    1. Administrative Policies and Procedures, Departmental Policies and Procedures, or Executive Orders;
    2. Rules, regulations or administrative determinations promulgated under Title 17 of the Spokane Municipal Code unless intended to have general applicability;
    3. Any policy or rule relating to the hiring, firing, or promotion or access to benefits, of any City employee, including any rights conferred by a collective bargaining agreement;
    4. Rules relating to the use of public ways and property when the substance of such rules is indicated to the public by means of signs or signals; and
    5. Any rule or regulation issued by the Hearing Examiner in a Contested Case.

Section 3.14.030 Process for Adopting Public Rules; Effect of Council Approval

A. At least fourteen (14) days prior to the adoption, amendment or repeal of any Public Rule, a department shall comply with the following procedures:

1. Publish notice of the proposed Public Rule in the Gazette. Notice under this subsection shall include a copy of the proposed Public Rule and (a) a reference to the applicable ordinance or statute under which such Public Rule will be applied; (b) an accurate description of the substance of the proposed Public Rule or of the subjects and issues involved; (c) a statement of the time and place of anticipated City Council committee and legislative review of the proposed public rule; (d) the manner in which persons may present testimony to the City Council with respect to the proposed Public Rule; and (e) its proposed effective date.

2. Deliver by electronic means a copy of the proposed Public Rule and the required notice under subsection (A)(1) to the address specified by any person who has made a written or electronic request therefor, which request shall be sent to the City Clerk.

3. The proposed Public Rule, the published notice of the Public Rule, and all supporting material shall be filed with the appropriate standing committee of the City Council. The proposing department shall arrange for submission of the proposed Public Rule to the council committee agenda and the council legislative agenda according to council rules of procedures. Upon placement of the proposed Public Rule on the City Council agenda, the City Council may either approve the proposed Public Rule, or reject the proposed Public Rule and return it to the proposing Department for further modifications. Any City Council action to approve the proposed Public Rule shall be by written resolution.

B. Upon approval by resolution by the City Council and filing of the final rule with the City Clerk as provided in this section, a Public Rule shall be deemed final and enforceable against the general public upon stated effective date.

C. Nothing in this Chapter shall be construed to prevent the City Council from independently approving or nullifying any Public Rule at any time after its effective date. Approval or nullification of an existing Public Rule shall be by written resolution.

Section 3.14.040 Access to Public Rules

It is the intent of the City to provide maximum public access to all Public Rules currently in place or hereafter adopted by the City. The City Clerk, in conjunction with other relevant City departments, shall maintain a system for public review,

searching, printing, downloading and/or copying of any Public Rule adopted by the City.

Section 3.14.050 Exemptions

This Chapter shall not apply to the following:

1. Any rule or regulation adopted by the Spokane Park Board with respect to the use of park land or park property or the enforcement thereof;
2. Any rule or regulation adopted by the Spokane Library Board of Trustees with respect to the operation and management of library facilities, property, programs and all aspects of governed under Chapter 42.17 RCW
3. Any rule or regulation adopted by the Civil Service Commission or enforcement thereof;
4. Any rule or regulation adopted by the Spokane Municipal Court, or enforcement thereof;
5. Executive Orders issued pursuant to Chapter 02.04 of the Spokane Municipal Code (Civil Emergencies);
6. Rules and procedures adopted pursuant to Section 04.32 of the Spokane Municipal Code (Ombuds);
7. Rules adopted by the City Attorney or the Mayor with respect to the operations of city prosecutors or public defenders;
8. Any rules or regulations adopted pursuant to Chapter 12.03 of the Spokane Municipal Code (Airport Regulations);
9. Temporary rate changes implemented pursuant to Section 13.01.0303 of the Spokane Municipal Code so long as any Public Rule is adopted pursuant to this Chapter within ninety (90) days of enforcement;
10. Any rule or regulation intending to ensure compliance with the Shoreline Master Plan adopted pursuant to RCW 90.58 and related regulations;
11. Rules relating to civil forfeitures pursuant to RCW 9A.88.150;
12. Rules of procedure and case management orders promulgated by the Hearing Examiner; and
13. Any rule adopted to ensure compliance with state or federal law and in which the adoption of a Public Rule pursuant to this chapter would conflict with said state or federal law.

Section 3.14.060 Emergency Public Rule

Where a department finds that immediate adoption, amendment, or repeal of a Public Rule is necessary for the urgent preservation of public peace, health, or

safety, or for the immediate support of City government and its existing public institutions, such Public Rule may become effective upon filing of such adoption, amendment, or repeal of the Public Rule with the City Clerk. This filing shall be accompanied by a statement of the facts upon which the findings of an emergency and necessity are based. The adoption, amendment, or repeal of a Public Rule under this section shall be presented to the City Council for emergency interim ratification and placed on the City Council calendar within twenty-one (21) days after filing with the City Clerk. Following the emergency review and interim ratification by the City Council, the proposed Public Rule(s) shall be enforceable pending review through the standard process as outlined in 03.14.030. This emergency section does not relieve any department from compliance with any federal or state law requiring that the adoption, amendment, or repeal be approved by designated persons or bodies before they become effective, nor shall any action be taken under this section which affects any pending case or controversy. Emergency Public Rules which are rejected or remanded by the City Council shall be deemed null and void.

Section 3.14.070 Effective Date; Construction with Other Law

Once approved as provided in this Chapter, any Public Rule shall be binding on all persons and deemed a law of general applicability. No Public Rule may conflict with any provision of federal or state law, with the City Charter or with the Spokane Municipal Code. Whenever possible, the Public Rule shall be construed and applied consistent with applicable law.

Section 3.14.080 Effect on Existing Public Rules

Any Public Rule adopted or modified prior to the effective date of this ordinance, whether or not denominated as such, shall be subject to the adoption process set forth in this Chapter; provided, that any such Public Rule clearly denominated as such and approved by council resolution less than one year prior to the effective date of this ordinance may remain in effect for three (3) years after its stated effective date unless specifically repealed or modified in accordance with this Chapter. Departments may continue to enforce such Public Rules for more than three (3) years after the effective date of this ordinance without City Council review, so long as public notice and City Council review has been initiated as provided in Section 3.14.030 and is pending during such enforcement period. Any existing Public Rule not reviewed by the City Council as provided in this section shall be null and void, except as to any pending case or controversy under such Public Rule.

Section 5. That section 04.01.080 of the Spokane Municipal Code is amended to read as follows:

Section 04.01.080 Rules

Each ((~~agency is to~~)) board or commission may promulgate rules for the conduct of its business which shall promote the policies and objectives of this chapter; provided, any Public Rule shall be adopted only as set forth in in Chapter 3.14 of the Spokane Municipal Code.

Section 6. That section 04.02.020 of the Spokane Municipal Code is amended to read as follows:

Section 04.02.020 Rules and Regulations – General

A. ((~~The mayor promulgates~~)) The City may promulgate rules and regulations for the collection and reporting of all moneys due the City with attendant emphasis on identifying moneys to which the City is entitled, prompt invoicing and reporting among affected departments, and prosecuting delinquencies. The rules and regulations may specify when and how collection is to be affected, negotiation of payments, collection of interest on payments not to exceed the maximum allowed by state law, such other costs as may be incurred by the City due to delinquency, and settlement of claims not to exceed two thousand five hundred dollars in total value before negotiated settlement.

B. ((~~This chapter and the rules and regulations promulgated by the mayor hereunder are to be given the widest dissemination among City departments and employees.~~)) Any Public Rule shall be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

Section 7. That Article I, Section 04.02.040 of the Spokane Municipal Code is amended to read as follows:

Section 04.02.040 Industrial Insurance Claims

Claims for industrial injuries shall be reported and investigated in accordance with administrative rules and regulations promulgated by the mayor. Administrative rules and regulations promulgated pursuant to this section shall not be subject to Chapter 03.14 of the Spokane Municipal Code, unless they apply to persons other than City officers or employees.

Section 8. That Article II, Section 04.02.070 of the Spokane Municipal Code is amended to read as follows:

Section 04.02.070 Rules and Regulations

The ((~~director~~)) City has authority to promulgate rules and regulations, develop administrative procedures and do all things necessary to effectuate the purposes of SMC 4.02.060 through SMC 4.02.220. ((~~Rules and regulations promulgated by the director are on file in the City utilities billings office and available for public inspection during regular business hours.~~)) Any Public Rule shall be adopted pursuant to Chapter 03.14 of the

Spokane Municipal Code.

Section 9. That section 07.06.030 of the Spokane Municipal Code is amended to read as follows:

Section 07.06.030 Guidelines

The Director of Purchasing and Contracts is authorized to establish procedures to serve as guidelines for the implementation of this chapter. Adoption of such procedures need not comply with Chapter 3.14 of this code unless the procedures result in the adoption of a public rule.

Section 10. That section 08.01.250 of the Spokane Municipal Code is amended to read as follows:

Section 08.01.250. Rules and Rulings

A. ((~~The chief financial officer~~)) The City may, from time to time, adopt, publish and enforce rules and regulations not inconsistent with this chapter or with superior law. The purpose of such rules and regulations is to carry out the provisions of this chapter, and it shall be unlawful to fail to comply with any such rule or regulation. Any Public Rule shall be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

B. The City, through the ((~~The~~)) chief financial officer, may ((~~also~~)) issue letter rulings from time to time which are applicable only to specific businesses. Such administrative rulings shall be binding on the City and the taxpayer.

Section 11. That Article I, section 08.02.011 of the Spokane Municipal Code is amended to read as follows:

Section 08.02.011 – ((~~Administrative~~)) Public Rules and Regulations

A. ((~~The mayor~~)) The City is authorized to promulgate rules and regulations consistent with this title and respecting the provision of various services by the administrative staff, including the charges and fees for such services, to the extent such services and fees are not specifically provided for in this ((~~code~~)) title. The authority of this section includes specifically but is not limited to the furnishing of maps and other public records and delinquent penalties and interest rates on accounts receivable.

B. ((~~The mayor causes such regulations and schedules of charges to be filed with the city clerk and in appropriate departments in accordance with the City's public records~~

~~system.~~)) Any Public Rule shall be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

C. Consistent with Public Rules promulgated under this title, ((~~The~~)) the mayor or ((~~his~~)) the mayor's designated representative is authorized to waive any fee authorized under this chapter for any person which can demonstrate the following criteria have been met:

1. The person requesting the waiver of fees demonstrates that he is requesting the fee waiver on his own behalf or in a representative capacity for an applicant who meets the criteria set forth in subsection (C)(2) of this section; and

2. The person requesting the waiver of fees demonstrates that he has an annual income that meets the United States department of housing and urban development (HUD) guidelines for eighty percent of median family income level, as established annually for the Spokane metropolitan area.

((~~The mayor is authorized to promulgate rules and regulations for the administration of this program.~~))

Section 12. That Section 08.03.060 of the Spokane Municipal Code is amended to read as follows:

Section 08.03.060 Remittance of Tax

A. The tax collected under SMC 8.03.050 is held in trust until paid to the City. Should a person required to collect the admissions tax fail either to collect or remit the tax, the City shall have a similar claim for the amount of the tax, plus interest and penalties as provided in this chapter, against the proceeds of admissions charges received by such person. If the City determines the proceeds have been distributed or are otherwise unavailable, and/or that required contact information was not timely supplied, the City seeks recovery of all sums owing from any person responsible for collection or remittance.

B. Unless in a particular case the City directs or authorizes a different procedure, each person required to collect the admissions tax must file a tax return accompanied by remittance of the tax due as required by the City. In absence of other arrangements, the full tax and return is due no later than two business days following an event. The City may extend this period in writing up to an additional ten days. ((~~In addition, for administrative convenience, in the case of regularly scheduled events or for other reasons, the City may permit filing of a tax return and remittance bimonthly, by the fifteenth day of the month next following the end of each bimonthly reporting period, but that is subject to revocation and any other conditions the City may require to assure the security of payment. The City's Chief Financial Officer or designee prescribes the form and content of the tax returns.~~))

((~~C. Not by way of limiting the Chief Financial Officer's discretion to regulate the remittance of the tax under this chapter, the Chief Financial Officer or designee is specifically authorized to require verified tax returns, annually or other prescribed intervals.~~)) The City may adopt a Public Rule, consistent with the provisions of Chapter 3.14 of this Code, that provides for specific remittance methods, tax documentation (including verified tax returns), and deposit requirements.

((~~D. Payment or remittance of the tax collected may be made by check, unless payment or remittance is otherwise required by the Chief Financial Officer, but payment by check shall not relieve the person collecting the tax from liability for payment and remittance of the tax to the City unless the check is honored and is in the full and correct amount.~~

~~E. The Chief Financial Officer or designee may, after notice to the person collecting the tax, require the placement of taxes collected in a trust account at an approved local depository bank. The taxes collected shall be held in said trust account until payment to the City. The Chief Financial Officer shall have such authority when said officer deems a trust account is necessary to insure payment of the taxes collected to the City.~~))

Section 13. That Section 08.03.120 of the Spokane Municipal Code is amended to read as follows:

Section 08.03.120 ((~~Rules and Regulations~~)) Rulemaking

The City ((~~Chief Financial Officer or designee~~)) may adopt and promulgate rules to implement and enforce this chapter, which rules shall not be in conflict with this chapter; provided, however, that any Public Rule enacted in accordance with this section shall ((~~not become effective until the close of a two-week public comment period. A copy of such proposed and final rules shall be placed on file for public examination in the City Chief Financial Officer's office and on the City's website~~)) be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

Section 14. That Section 08.04.130 of the Spokane Municipal Code is amended to read as follows:

Section 08.04.130 ((~~Rules and Regulations~~)) Rulemaking

The ((~~chief financial officer~~)) City is authorized to make and promulgate rules and regulations for the administration and enforcement of this chapter. Any Public Rule shall be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

Section 15. That Section 08.10.160 of the Spokane Municipal Code is amended to read as follows:

Section 08.10.160 ((~~Finance, Treasury and Administration Director to Make Rules~~)) - Rulemaking

((~~The division director of finance, treasury and administration has the power from time to time to adopt and publish in the Official Gazette of the City of Spokane rules and regulations not inconsistent with this chapter or applicable law for the purpose of carrying out the provisions hereof. Such rules become effective twenty days after the date of publication in the Official Gazette and it shall be thereafter unlawful to violate or fail to comply with any such rule.~~)) The City is authorized to make and promulgate rules and regulations for the administration and enforcement of this chapter. Any Public Rule shall be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

Section 16. That there is adopted a new Chapter 10.21 of the Spokane Municipal Code to read as follows:

Title 10 Regulation of Activities

Section 10.21.010 – Rulemaking

Chapter 3.14 of the Spokane Municipal Code shall apply to all rules, regulations and administrative procedures of general applicability that are promulgated, modified, or enforced under this Title.

Section 17. That section 10.63.010 of the Spokane Municipal Code is amended to read as follows:

Section 10.63.010 Purpose

A. The purpose of this chapter is to centralize Property Maintenance and Use Standards into a single chapter, so residents have one location to review to find the various expectations that apply to private property maintenance and use.

B. Under SMC 17F.070.010, every owner and occupant of premises is obligated to maintain the property in a reasonably safe condition and prevent the property from becoming a nuisance.

C. The Code Enforcement Department staff shall utilize the latest edition of the International Code Council's International Property Maintenance Code for reference and guidance in applying private property maintenance standards.

D. Any Public Rule shall be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

Section 18. That section 10.63.090 of the Spokane Municipal Code is amended to read as follows:

Section 10.63.090 Foreclosure Registration Program

A. Purpose

It is the purpose and intent of this section to establish a Foreclosure Property Registration Program to protect the community from the deterioration, crime, and decline in value in Spokane's neighborhoods caused by properties in various stages of the foreclosure process, and to identify, regulate, limit, and reduce the number of those properties within the city of Spokane. It is the policy and intent of the City to establish a requirement that the lender or other responsible parties of properties that are in the foreclosure process to register those properties with the City as outlined in this section to protect the neighborhoods from the negative impacts of absentee ownership and lack of adequate maintenance and security for properties in the foreclosure process.

B. Establishment of a Registry

The Code Enforcement and Parking Services Department shall establish and maintain a Foreclosure Property Registry Program.

C. Registration of Foreclosure Properties.

1. Any Lender that holds or services a mortgage on real property located in the city of Spokane shall inspect the property upon mortgage default.

2. The code compliance officer can also initiate the registration process.

3. Any Lender or other Responsible Party of a Foreclosure Property as defined in this section shall register that property with the City of Spokane Code Enforcement and Parking Services Department within ten (10) days of the property becoming a Foreclosure Property within the meaning of this section and initial inspection or of receiving notice from the City of the requirements of this section, and every 12 months thereafter until the property is no longer a Foreclosure Property within the meaning of this section. A separate registration is required for each property.

4. The content of the registration shall include:

    a. Proof of ownership, or financial interest, such as a lien or loan,

    b. The name, address, phone number, and email address for the Owner, Lender, and Responsible Party, and twenty-four hour contact phone number of the Local Agent of the respective entity; and

    c. Documentation which demonstrates the property is foreclosed, pending foreclosure, or subject to foreclosure, trustee's sale, tax assessor's lien sale or other legal proceedings.

5. The Lender, Owner, or Responsible Party shall notify the Code Enforcement and Parking Services Department within ten (10) days of the date of any change in the information contained in the registration.

6. Mortgagees who have existing Foreclosure Properties on the effective date of this ordinance have 30 calendar days from the effective date to register the property with City of Spokane Code Enforcement and Parking Services Department. A separate registration is required for each property.

7. All property registrations are valid for one year from the date of entry of registration as recorded by Code Enforcement and Parking Services Department. Subsequent registrations are due every twelve (12) months thereafter for renewal and must certify required registration data is current and correct.

D. Minimum Property Maintenance Requirements.

While a Foreclosure Property is registered, the Lender or Responsible Party shall be required to:

1. maintain and keep Foreclosure Property free of conditions, including but not limited to:
    a. weeds, dry brush, dead vegetation, trash, junk, debris, building materials and junk vehicles;
    b. accumulation of newspapers, circulars, flyers, notices (except those required by federal, state, or local law), and discarded personal items including, but not limited to, furniture, clothing, or large and small appliances; and
    c. graffiti, tagging, or similar markings by removal or painting over with an exterior grade paint that matches and/or coordinates with the color of the exterior of the structure.
2. securing ponds, pools, and hot tubs, and ensuring that they do not become a public nuisance or danger to the public; and
3. securing the property to prevent access by unauthorized persons, including, but not limited to, the following: the closure and locking of windows, doors (walk-through, sliding, and garage), gates, and any other opening of such size that it may allow a child or any other person to access the interior of the property and or structure(s). Securing also includes boarding as applicable. The preferred material for boarding shall be painted with an exterior grade paint that matches and/or coordinates with the color of the exterior of the structure or is of a material that mimics glazed windows and intact doors.

4. Post the property with no trespassing signs and current emergency contact information for the local agent.
5. take any other action necessary to prevent giving the appearance that the property is abandoned, and
6. monitor the Foreclosure Property monthly or more frequently as necessary to prevent the creation of a nuisance.

E. Monitoring of Foreclosure Property.

1. Upon registration, the City will provide regular monitoring of Foreclosure Properties, including but not limited to periodic site visitation, which will not exceed the City's rights of access, as well as notification to Lender or Responsible Party if the property begins to exhibit characteristics established in RCW 35.80.010. The City's monitoring of Foreclosure Properties does not relieve the Lender or other Responsible Party from monitoring and maintaining the property as required by this section.

2. At least monthly while a Foreclosure Property is registered, the Lender or Responsible Party shall inspect the Foreclosure Property.

F. Waiver for City to Abatement – Trespass of Unauthorized Individuals.

1. As part of the Foreclosure Property registration, the Owner, Lender, Local Agent, Responsible Party, or other person having the legal authority to do so shall waive any objection to the City to enter onto the property for purposes of abating any condition that would constitute an unfit or substandard building as established in RCW 35.80.010 or nuisance condition under SMC Title 10 to issue a trespass order against any unauthorized individual from the Foreclosure Property.

2. The City shall notify the Owner, Lender, Responsible Party, or Local Agent ten (10) days before the City takes abatement action in order to allow the Owner, Lender, Responsible Party, or Local Agent to abate the condition first unless such abatement constitutes an emergency, in which case, the City may abate the emergency immediately.

3. The cost of the abatement of any of the illustrative conditions contained above shall be charged against the Foreclosure Property pursuant to SMC 08.02.067 and shall be lienable pursuant to SMC 17F.070.500 and other applicable sections of the municipal code pursuant to state law.

G. Local Agent.

The Lender or Responsible Party shall provide the City with the name, address, telephone number, email address, and 24-hour contact information of a Local Agent

who has the authority to act to respond to complaints regarding the Foreclosure Property and to remedy any nuisance, substandard, or unfit conditions found on the property.

H. Annual Foreclosure Property Registration Fee.

The Lender or Responsible Party shall pay the annual non-refundable Foreclosure Property registration fee as set forth in SMC 08.02.0675.

I. Policies and Procedures

The Code Enforcement and Parking Services Department shall develop procedures to implement this section that are consistent with and do not conflict with this section, the Spokane Municipal Code, or Washington law. Any Public Rule shall be adopted pursuant to the requirements of Chapter 03.14 of the Spokane Municipal Code.

J. Violation

1. Any person, firm, or entity who fails to a Foreclosure Property pursuant to the requirements of this section shall be subject to a civil infraction. Each day in which a Foreclosure Property, which is subject to this section, is not registered shall constitute a separate violation.
2. Failure to maintain a Foreclosure Property as required by this section is a criminal misdemeanor violation under SMC Title 10 for maintaining a nuisance property in addition to applicable penalties for nuisance conditions in the municipal code or state law.
3. Failure to provide notification of changes in ownership of a Foreclosure Property under this section is a civil infraction.

K. Removal of properties from the registry

1. A property may only be removed from the Foreclosure Property registry upon the Lender's, Owner's, or Responsible Party's written certification that (1) the mortgage or lien on the property has been satisfied or legally discharged, (2) the property is no longer in mortgage default, or (3) the Foreclosure Property has been sold to a non-related party in a bona-fide, arms' length transaction.
2. A Lender's statement that it no longer desires to pursue foreclosure, has filed a dismissal of lis pendens and/or summary of final judgment and/or certificate of title or otherwise, such as deed in lieu of foreclosure shall not be the basis for removal of a Foreclosure Property from the registry under this section.
3. For purposes of this section, a transfer to another entity that is under common ownership with the Lender, as determined in the sole discretion of

the Code Enforcement and Parking Services Department, is not an arms' arm's-length transaction.

L. Transfer of Ownership

1. If the mortgage on a registered Foreclosure Property is transferred, the transferee shall be subject to the requirements of this section and shall, within five (5) days of the transfer of the mortgage, register the property as a new registration in accordance with this section. Any previously unpaid registration fees are the responsibility of the transferee and are due and payable upon the new registration.
2. If the mortgagee sells a Foreclosure Property in an arms'-length transaction to a non-related person or entity, the transferee is subject to the terms of this section and shall register the property as a new registration under this section within five (5) days of the sale. Any previously unpaid registration fees shall be the responsibility of the new owner.

Section 19. That section 10.63.100 of the Spokane Municipal Code is amended to read as follows:

Section 10.63.100 Penalty and Abatement Procedures

A. It is the policy of the City of Spokane to educate and seek voluntary compliance for the code violations of this chapter before issuing civil infractions or escalating penalties.

B. A property owner or occupant may request a Certificate of Correction from the Code Enforcement and Parking Services Department and may request dismissal of the infraction (SMC 01.05.140). Should that correction be accomplished after more than one offense has been issued, the Certificate of Correction will only apply to the most recent infraction.

C. Code Enforcement and Parking Services Department may develop and implement policies, procedures, and programs to abate violations in accordance with existing local and state law: Any Public Rule shall be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

Section 20. That Article IV, Section 12.02.0735 of the Spokane Municipal Code is amended to read as follows:

Section 12.02.0735 Regulations

A. The director promulgates and interprets regulations to implement this article. Any Public Rule shall be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

((~~B. Regulations to enforce or implement this chapter are approved by the director and published in the *Official Gazette*. They shall have the force of law thirty days after publication.~~))

Section 21. That Article VI, Section 12.02.1009 of the Spokane Municipal Code is amended to read as follows:

Section 12.02.1009 Integrated Outreach | Encampment Removal and Prevention

Prior to the removal of any encampment:

A. A notice shall be posted prior to a citation issued under SMC 12.02.1007(B) so that the Spokane Homeless Outreach Team or a City-designated service provider may offer navigation and relocation assistance to services including but not limited to an emergency or permanent housing solution, day center, crisis stabilization or crisis relief center, or substance use treatment facility.

B. Notice requirements pursuant to SMC 12.02.1009(A) shall not be required to remove an unauthorized encampment when there is a reasonable belief that such encampment presents an immediate threat and/or an unreasonable risk of harm to life, public health, or safety, or public property which shall include, but is not limited to:

1. physical threats or violence.

2. criminal activity not inherent in the act of unauthorized camping (e.g., drug use or sales, theft, sex trafficking);

3. a condition that significantly increases the likelihood of disease or the spread of disease (e.g., rodents, exposed meat, human waste);

4. a condition that presents a significant risk of bodily injury or death (e.g., discarded needles, vehicular traffic, weapons);

5. any other substantial threat to public health or safety;

6. damage (including potential or foreseeable damage) to the natural environment of environmentally critical areas;

7. significant amounts of trash;

8. any knowing obstruction of access to or use of any portion of public property, or any camping in or upon any public property unless authorized by a local or state emergency declaration or pursuant to a permit as set forth in SMC 12.02.1007 A and B;

9. occupation of an area in which the public is not allowed to be present during the times camping is occurring; or

10. directly adjacent to streets and moving vehicles.

C. The City shall prioritize and expedite the outreach efforts for navigation and relocation assistance to services or removal for any unauthorized encampment within 1000 feet of schools, parks, day care centers or childcare facilities, and emergency shelters.

D. The City shall establish and maintain administrative policy and procedures that integrate housing-focused outreach and behavioral health services with the removal and prevention of encampments on public property while protecting the personal property rights of individuals subject to enforcement under this section. Any policy or procedure relating to the removal of encampments, or any policy or procedure regarding the subsequent disposition of personal property in which the City has no legal interest, shall be denominated a "Public Rule," and shall be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

Section 22. That section 12.09.150 of the Spokane Municipal Code is amended to read as follows:

Section 12.09.150 Authority of Administering Officer

A. The administering officer interprets and enforces this chapter, resolves conflicts, and determines disputes arising under this chapter or permits or franchises issued in connection therewith. The administering officer has authority to issue general regulatory orders affecting all service providers or other users((~~, as well as~~)) consistent with the Public Rule requirements of Chapter 3.14 of this code. The administering officer has authority to issue specific orders in specific cases or circumstances as deemed necessary and consistent with Chapter 12.09 SMC. ((~~General regulatory orders are published in the *Official Gazette* of the City of Spokane at least twenty days prior to taking effect unless otherwise ordered by the administering officer because of exigent circumstances. In such event, reasonable effort shall be made to notify affected parties. General or specific~~)) Specific orders may be issued on application of an affected service provider or any other user.

B. ((~~Orders~~)) Specific orders and decisions of the administering officer are guided by the purpose of this chapter. Prior to issuance of an order, the administering officer may give such advance notice and opportunity for hearing as deemed proper, or may provide for a hearing upon request to review an order or specific application of a party arising after issuance. The officer may establish a filing fee not to exceed fifty dollars for consideration of any petition for action or determination by a regulated party or other person.

C. ((An)) A specific order may include provision for penalty of not more than five hundred dollars per violation. In case of a continuing violation, each day may be specified to be an additional and separate violation. No penalty for failure to comply with any administrative order may be assessed except after notice and opportunity for hearing

for the affected party. Failure to pay a penalty is a violation of this chapter, and a breach of permit conditions and grounds for permit revocation by the administering officer after notice and opportunity for hearing for the permittee.

Section 23. That there is adopted a new Chapter 12.14 of the Spokane Municipal Code to read as follows:

Title 12 Public Ways and Property

Section 12.14.010 – Rulemaking

Chapter 3.14 of the Spokane Municipal Code shall apply to all rules, regulations and administrative procedures of general applicability that are promulgated, modified, or enforced under this Title.

Section 24. That section 13.01.010 of the Spokane Municipal Code is amended to read as follows:

Section 13.01.010

A. This chapter applies to all chapters of this title unless otherwise specifically indicated or required by the context.

B. Chapter 03.14 of the Spokane Municipal Code shall apply to all rules, regulations and administrative procedures of general applicability that are promulgated, modified, or enforced under this Title unless exempted or expressly provided otherwise in this title.

Section 25. That section 13.01.0302 of the Spokane Municipal Code is amended to read as follows:

Section 13.01.0302 Administrative Authority – Specific Utilities - Rates

A. For items affecting a specific utility, the directors of the affected departments have authority to administer such provisions applicable to their respective utilities.

1. Additionally, the director of public works and utilities administers rates articles as a service provider for the respective water, sewer and solid waste departments.

B. Notwithstanding any other provision, the director may determine questions of applicability or interpretation of rates or regulations, ((~~to adopt or modify the same,~~)) to grant exemptions therefrom, or order specific action, forbearance, correct clerical

errors or oversights, adopt temporary rates, assess specific charges, or impose other additional requirements, all where deemed reasonably necessary in the interest of the public health and safety ((~~and for administrative convenience and efficiency.~~)) and performed in a manner consistent with those Public Rule(s) adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

1. The director may also impose additional charges or fees on matters not fully addressed herein, including assessments for the value of City equipment or property destroyed or damaged by or through customer or other third party fault consistent with those Public Rule(s) adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

C. The director of public works and utilities also functions as the utility billings or water billings examiner unless otherwise directed by the director of public works and utilities.

1. ((~~His~~)) The director's decision relating to utility charges is subject to review by the director of the affected utility or that director's designee.

2. The reviewer shall be a person who did not participate in the determination being reviewed.

D. A director's action is subject to review by the director of public works and utilities.

Section 26. That section 13.01.080 of the Spokane Municipal Code is amended to read as follows:

Section 13.01.080 Regulations

A. The city engineer may promulgate any regulations necessary to implement any portion of the utilities code. He shares this power with other officials where designated.

((~~B. Such regulations, if approved by the city council and published once in the *Official Gazette*, thereafter have the force of law.~~)) Any Public Rule shall be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

((~~C. Amendments or repeals are accomplished in the same way~~.))

Section 27. That there is adopted a new Chapter 15.07 of the Spokane Municipal Code to read as follows:

Title 15 Environmental Stewardship

Section 15.07.010 – Rulemaking

Chapter 03.14 of the Spokane Municipal Code shall apply to all rules, regulations and administrative procedures of general applicability that are promulgated, modified, or enforced under this Title.

Section 28. That section 16A.84.090 of the Spokane Municipal Code is amended to read as follows:

Section 16A.84.090 Play Streets and Block Parties

A. The Director of Transportation and Sustainability, in coordination with any impacted divisions and departments, may establish a play streets and neighborhood block party program to create opportunities for neighbors to temporarily close non-arterial streets to provide car-free safe spaces for neighborhood and community-centered activities, including but not limited to block parties, community gatherings, and places for children to play.

B. A special event permit is required for a play street or block party closure provided that permit and application fees shall be waived for any play street or block party that is free and open to the public, on a non-arterial street, no greater than one block, does not include an intersection, and does not require traffic control personnel.

C. The City shall develop program policies and procedures consistent with this section. Any Public Rule shall be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

Section 29. That there is adopted a new Chapter 18.12.010 of the Spokane Municipal Code to read as follows:

Title 18 Human Rights

Section 18.12.010 – Rulemaking

Chapter 3.14 of the Spokane Municipal Code shall apply to all rules, regulations and administrative procedures of general applicability that are promulgated, modified, or enforced under this Title.

Section 30. 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 31. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's

errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

City of Spokane

City Council

TO:	City Council Members
CC:	Mike Piccolo, Elizabeth Schoedel, Giacobbe Byrd, Kate Fairborn
FROM:	Chris Wright, City Council Policy Advisor
DATE:	August 19, 2025
RE:	Proposed "Public Rule" Ordinance

Enclosed for your review and comment is an ordinance to codify an orderly process for public notice and adoption of "public rules" by City departments. This memorandum is intended to explain the rationale behind the ordinance and to outline its basic elements.

CITY RULES PRACTICES

As the City went through the GFC debate in 2023, we learned the proposed GFC rates would eventually be memorialized in a "public rule." After some digging, I located the City's administrative policy for drafting policies and procedures, set forth in the "Standardized Formats And Uniform Procedures For Adoption And Maintenance of Administrative Policies And Procedures, Departmental Policies and Procedures, Executive Orders, And Public Rules And Regulations" (Admin 0325-18-1 / LGL 2004-0021). This policy includes provisions for public rules. They are defined as:

> "[....]any department order, directive or regulation of general applicability, and (1) the violation of which subjects a person to a penalty; or (2) which subject a person to a payment of a fee; or (3) which establish, alter, or revoke any procedure, practice or requirement relating to departmental hearings; or (4) which establish, alter, or revoke any qualifications or standards for the issuance, suspension or revocation of licenses to pursue any commercial activity, trade or profession as may be otherwise defined by the Spokane Municipal Code[.]"

The same administrative policy briefly addresses the adoption process for public rules:

> "Public Rules and Regulations. Public rules and regulations may be initiated by department directors, division directors or the Mayor / City Administrator. It is anticipated, however, that most public rules and regulations will be adopted by Ordinance. Copies of proposed rules and regulations shall be provided to all departments for review and comment for at least a two-week period prior to final adoption. ... In addition to the internal review, the public shall be given the opportunity to comment on all proposed rules and regulations. The public may send written comments to the department responsible for initiating the rule or regulation, and/or provide verbal comment at a scheduled public hearing. Rules and regulations are effective 30 days after being signed..."

This policy implies that the City Council will approve public rules but does not actually require it. In addition, this policy does not set forth any specific requirements for public comment other than the simple requirement to solicit it and possibly hold a public hearing. [1]

There is no general provision in the municipal code authorizing each City department to develop public rules for their operations. The closest general authorization is in SMC 03.01A.05.205, which reads:

> Section 03.01A.205 Departments – Rights, Powers and Duties
> Except as otherwise provided, the departments and offices listed in this chapter shall have all the rights and powers granted and duties imposed by authority of the laws of the state and the charter and ordinances of the City now existing or subsequently adopted, subject to the general supervision and control of the mayor.... [2]

Beyond this broad statutory authority are various rule-making authorizations scattered throughout the municipal code, where either the Mayor or department heads are authorized to create rules, regulations or procedures associated with a particular statutory mandate.[3] The authorizing language can vary with each provision of the code; while most refer to the creation of "rules and regulations," others simply permit "regulations," and still others refer to "administrative policy and procedures," and so forth.[4] To my knowledge, the only references in the municipal code to any "public rule" reside in Title 13, where the use of public rules for rate-setting is well-established, and a single reference in SMC 12.01.010 (concerning minor sidewalk repairs), which was a reference added at my request last fall. In short, the concept of a "public rule" is a creation of administrative policy.

Ostensibly all public rules are filed with the City Clerk and labeled as such. The City's website lists eight public rules, most concerning utility rates.[5] [6] A search of the Clerk's records under the phrase "public rule" is more helpful, and produces 65 records and shows 10 associated Council resolutions, most of them related to user fees for water, sewer and GFC charges.

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[1] See Attachment 1.

[2] SMC Section 04.01.080 authorizes "each agency" to promulgate rules, but this statute resides in the section relating to boards and commissions, not administrative agencies, and is clearly intended to permit civic bodies to create rules on board governance.

[3] See, e.g., SMC 03.07.350 (Personnel); SMC 04.02.020 (Collections); SMC 04.02.070 (Collections); SMC 08.01.250 (Business registrations); SMC 08.02.011 (Fees and Charges); SMC 08.03.120 (Admissions Tax);SMC 08.04.130 (Gambling Tax); SMC 10.63.100 (Property Maintenance); SMC 12.02.0735 (Public Obstructions); and SMC 13.01.080 (Utility Rates).

[4] See, e.g., SMC 12.09.150, which states the "administering officer has authority to issue general regulatory orders affecting all service providers or other users."

[5] See Attachment 2

[6] A proposed new public rule titled "Wastewater and Water General Facilities Charges and Incentives" was slated for council approval on August 18, but deferred to September 15.

That said, it is not easy to gauge the actual number of rules of general application to the public because not all rules are styled as "public rules." For example, the "Encampment Removal and Cleanup Policy" (Admin 1200-20-01 / LGL 2020-0022) adopted in 2020, clearly affects private property rights, but is not styled as a public rule. Instead, it was adopted in tandem with an executive directive from Mayor Woodard without any apparent public comment or council review. It is not listed on the City's website as a public rule. Similarly, the policy titled "Utilities Billing and Collection Policy" (Admin 5200-24-06) and establishing detailed procedures for utility collections and enforcement, including the placement of notices and liens, is not listed as a public rule, despite its application to the general public. Whether other, similar rules exist is not readily ascertainable.

RATIONALE FOR STANDARDIZED AND TRANSPARENT PUBLIC RULE MAKING

An ordinance relating to rulemaking would standardize the process for public rules, ensure consistent use of the term "public rule," and remove any mystery about which "public" rules actually exist.

The premise behind this ordinance is that legislation is the province of the City Council under Section 5 of the City Charter, and that no regulation applicable to the general public should be adopted without authorization from the City Council and without some form of council oversight. At the state and federal level, executive agencies are permitted to promulgate regulations having the force of law only because they are authorized to do so, and only after a proscribed public review process. It should be no different at the municipal level.

The goal of this ordinance is to ensure that (a) any regulation intended as a "public rule" be clearly identified as such, and (b) these rules go through a standardized, well-documented public adoption process, much like a Washington Administration Code (WAC).

Just as important, strengthening the public rule-making process could bring more certainty to enforcement. At the state level, WACs have the force of law, are cited as authority in cases, and receive deference by the courts. The same cannot be said for City public rules, particularly when clear authority to promulgate public rules is lacking. A formal and well-understood public process for public rulemaking is essential, especially with the highly publicized camping ordinance (C36779) that leaves difficult enforcement questions to administrative regulations.

PROPOSED ORDINANCE

The current policy on rulemaking is too vague, lacks transparency, and fails to ensure council an opportunity to confirm policies are consistent with the ordinances underpinning them. On the other hand, it is important to preserve, where possible, the administrative flexibility offered by rulemaking. The proposed ordinance is drafted to strike a balance between these goals. The basic elements of the ordinance are:

- **Provides to City Departments Authorization to Enact Public Rules of General Applicability.** The ordinance refines and codifies the definition of public rules and applies it to each City department. If departments intend a rule to be enforceable against the general public, it must identify it as a public rule and adopt it via the prescribed process.

- **Establishes Clear Procedures For Public Input Before Public Rules Become Final And Effective**. Under this ordinance, proposed public rules first must be published, a notice given to the public, and the proposed rule placed on the City Council agenda in the same fashion as ordinance and resolutions. At the council level the proposed rule is either approved by the council, rejected and returned to the originating department for further revisions, or deferred for later council action. Once approved, the public rule is filed with the City Clerk is to maintain a separate repository of public rules and is directed to establish a system for easy identification and retrieval for the general public.

- **Retains Administrative Control Of Strictly Internal Procedures And Exempt Independent Officers And Agencies.** The draft ordinance does not regulate rulemaking for purely internal matters, such as those rules related to personnel, collective bargaining, municipal court, or hearing examiner issuances.

- **Includes Provisions For Emergency Rules.** The ordinance introduces a procedure allowing emergency rulemaking, whereby emergency rules become effective immediately, but must eventually receive Council review.

- **Addresses Existing Public Rules.** As currently drafted, the ordinance permits any existing public rule approved by council resolution within 90 days prior to the effective date of the oridnance to remain in effect for one year. All other existing public rules adopted or modified prior to the effective date of this ordinance may be enforced for ninety (90) days after the effective date of the ordinance without council review, so long as public notice and council review has been initiated as provided in Section 3.14.030 and is pending during such enforcement period. Any public rule not reviewed by the City Council within ninety (90) days of the effective date of this ordinance, or for which review has not been initiated, shall be null and void, except as to any pending case or controversy under such Public Rule.

The proposed draft ordinance is still under review by City Legal and the administration. The goal is to present the draft at the Finance and Administration Committee in August, with eventual adoption in September.

Attachment 1: "Standardized Formats And Uniform Procedures For Adoption And Maintenance of Administrative Policies And Procedures, Departmental Policies and Procedures, Executive Orders, And Public Rules And Regulations"
(Admin 0325-18-1 / LGL 2004-0021)

Attachment 2: The City's website list of public rules

Attachment 1

RECEIVED
December 3, 2018
CITY CLERK'S OFFICE
SPOKANE, WA

CITY OF SPOKANE ADMINISTRATIVE POLICY AND PROCEDURE	ADMIN 0325-18-1 LGL 2004-0021

TITLE: **STANDARDIZED FORMATS AND UNIFORM PROCEDURES FOR ADOPTION AND MAINTENANCE OF ADMINISTRATIVE POLICIES AND PROCEDURES, DEPARTMENTAL POLICIES AND PROCEDURES, EXECUTIVE ORDERS, AND PUBLIC RULES AND REGULATIONS**

EFFECTIVE DATE: JULY 1, 2004
REVISION EFFECTIVE DATE: December 3, 2018 (Replaces ADMIN 0325-05-2 and ADMIN 0325-17-01)

1.0 GENERAL

1.1 PURPOSE

The purpose of this policy is to establish standardized formats and uniform procedures for the adoption and maintenance of administrative policies and procedures, departmental policies and procedures, executive orders, and public rules and regulations.

1.2 TABLE OF CONTENTS

1.0 GENERAL
2.0 DEPARTMENTS/DIVISIONS AFFECTED
3.0 REFERENCES
4.0 DEFINITIONS
5.0 POLICY
6.0 PROCEDURE
7.0 RESPONSIBILITIES
8.0 APPENDICES

2.0 DEPARTMENTS/DIVISIONS AFFECTED

Except as otherwise provided, this policy shall apply to all City departments and divisions. This policy and procedure shall not apply to departmental policies and procedures initiated and adopted by the City Council, Civil Service Commission, Library Board, and Park Board. Nor shall this policy and procedure apply to policies and procedures established and maintained by the City of Spokane Fire and Police Departments relating to firefighting/EMS and/or law enforcement.

3.0 REFERENCES

None.

4.0 DEFINITIONS

4.1 "Administrative Policies and Procedures" are used by City departments to inform other departments and staff of policies / procedures for the direction and management of Citywide operations.

4.2 "Departmental Policies and Procedures" are used to inform and provide direction for internal departmental management and operation of City departments. They affect primarily or exclusively single departments or divisions.

4.3 "Executive Orders" are issued from time to time formalizing specific mayor / city administrator decisions.

4.4 "Public Rules and Regulations" as required by the Spokane Municipal Code, are any department order, directive or regulation of general applicability, and (1) the violation of which subjects a person to a penalty; or (2) which subject a person to a payment of a fee; or (3) which establish, alter, or revoke any procedure, practice or requirement relating to departmental hearings; or (4) which establish, alter, or revoke any qualifications or standards for the issuance, suspension or revocation of licenses to pursue any commercial activity, trade or profession as may be otherwise defined by the Spokane Municipal Code.

5.0 POLICY

5.1 Except as provided in section 2.0 above, all administrative policies and procedures, departmental policies and procedures, executive orders, and public rules and regulations shall be developed and maintained in a standardized fashion using the format in the attached standardized templates. Note: To allow for frequent review, easy modification, and effective, best practice management in a changing and evolving business environment, procedures may be set forth in separate procedural manuals. Procedures manuals are not required to follow the standardized template format; however, the manuals shall be written in a consistent style and format.

5.2 Approval Process for Policies and Procedures

5.2.1 Administrative Policies and Procedures. Administrative policies and procedures may be initiated by department directors, division directors or the Mayor / City Administrator. Copies of proposed policies and procedures shall be provided to all affected departments for review and comment for at least a two-week period prior to final adoption, unless directed otherwise by the Mayor or City Administrator. Documentation of the notification to other departments shall be attached to any policy or procedure submitted for final adoption. Unless otherwise provided, policies and procedures shall be effective immediately after being signed by the Mayor or City Administrator. Unless otherwise stated, amendments and repeals of existing policies and procedures shall follow the same process as the adoption of a new policy or procedure. Administrative policies and procedures by the City Council, Civil Service Commission, Library Board and Park Board are signed by the authorized representative of the board / commission.

5.3.2 Departmental Policies and Procedures. Departmental policies and procedures may be initiated by department directors or division directors. If other departments will be affected by the policy, copies of proposed department policies and procedures shall be provided to all affected departments for a two-week review and comment period prior to final adoption. Documentation of the notification to other departments shall be attached to any policy or procedure submitted for final adoption. Policies and procedures initiated by departments shall have prior approval of the division director. Unless otherwise provided, department policies and procedures shall be effective immediately after being signed by the department director or division director.

5.3.3 Executive Orders. Executive orders are initiated by the Mayor or City Administrator. They are effective immediately after signature by the Mayor or City Administrator unless otherwise stated.

5.3.4. Public Rules and Regulations. Public rules and regulations may be initiated by department directors, division directors or

the Mayor / City Administrator. It is anticipated, however, that most public rules and regulations will be adopted by Ordinance. Copies of proposed rules and regulations shall be provided to all departments for review and comment for at least a two-week period prior to final adoption. Documentation of the notification to the departments shall be attached to any rule or regulation submitted for final adoption. In addition to the internal review, the public shall be given the opportunity to comment on all proposed rules and regulations. The public may send written comments to the department responsible for initiating the rule or regulation, and/or provide verbal comment at a scheduled public hearing. Rules and regulations are effective 30 days after being signed by the Mayor or City Administrator unless otherwise stated. Amendments and repeals of existing rules and regulations shall follow the same process as the adoption of a new rule or regulation. Public rules and regulations by the Library Board and the Park Board are signed by the authorized representatives of the boards.

5.3.5 In those cases deemed appropriate by the Mayor or City Administrator, any policy, procedure, rule or regulation may be referred to a "stakeholder committee" for public review or comment. The committee should be composed of a representative sample of affected persons or entities.

5.4 Publication

5.4.1 Except as otherwise provided, or unless otherwise protected from public disclosure by State or Federal Law, adopted administrative policies and procedures, executive orders, and public rules and regulations shall be published in the official gazette. Notices of adopted departmental policies and procedures shall be published in the official gazette.

5.4.2 The City Clerk shall be responsible for the scope and manner of electronic publication of adopted administrative policies and procedures, executive orders and public rules and regulations on the City's internet web page.

5.5 The administration and maintenance of the City's policy and procedure system is centralized in the office of the City Clerk. The City Clerk shall maintain the original copy of administrative policies and procedures, executive orders and public rules and regulations. The Clerk shall provide all departments with a copy of the adopted administrative policy and procedure, executive order, or public rule

or regulation. Unless otherwise protected from public disclosure by State or Federal law, the original copy of any departmental policies and procedures shall be maintained in the initiating department with a copy filed with the City Clerk. The Clerk shall also maintain an index of all current policies, procedures, executive orders, rules and regulations organized by department.

6.0 PROCEDURE

6.1 Determine what type of document is to be written. (Reference the information contained under sections 4.0 and 5.0.)

6.2 ADMINISTRATIVE POLICIES AND PROCEDURES / DEPARTMENT POLICIES AND PROCEDURES / PUBLIC RULES AND REGULATIONS.

Use the following numbered and capitalized section headings and standards:

TITLE: Provide a brief descriptive title for the document. The title should provide readers with a clear overview of what the directive is meant to convey. Avoid titles that label rather than describe the document. The title should distinguish it from others which may be similar.

For example:

(Not Clear)	Public Disclosure
(Clear)	Handling Requests for Disclosure of Public Records

EFFECTIVE DATE. For policies of specific duration, indicate the beginning and ending dates of the policy's effect. For policies of indeterminate duration, leave blank. The City Clerk will add the effective date for administrative policies and public rules, unless otherwise stated in the document.

1.0 GENERAL. Provide a brief description of the purpose of the document in subsection 1.1. List the table of contents in subsection 1.2.

2.0 DEPARTMENTS / DIVISIONS AFFECTED. If applicable to all departments, state "Applicable to all departments". If applicable to most departments, state "Applicable to all departments, except _____". If applicable to only a few

departments or one department, list only the department(s) which are affected.

3.0 REFERENCES. Provide a list of applicable laws, regulations, ordinances, charter or other legal or managerial authority for the document.

4.0 DEFINITIONS. Provide a list, beginning with 4.1, which defines all terms, abbreviations and acronyms necessary for a complete understanding of the document.

5.0 POLICIES. Policies should set forth the general principles or plan to be followed in specific operations or management.

Provide a list, beginning with 5.1, which clearly describes all decisions that management has made regarding the purpose of the document.

A primary purpose of writing policies is to save management from re-deciding issues that are already resolved. Another basic function of a written policy is to ensure consistency, predictability, and a proper foundation for rules and procedures. Policies answer the question "What should be done?" For a clean, active document, avoid too much information and philosophy on "why" policies are being done.

6.0 PROCEDURES. Procedures provide information and procedural instructions for implementation of the policy or provide information on where any procedural documents may be found.

7.0 RESPONSIBILITIES. Provide a list, beginning with 7.1, of responsibilities, duties, or authorities of affected parties, grouped by agency. The responsibilities section allows affected persons quick access to their part of responsibilities in a given policy.

8.0 APPENDICES. Use this section for including procedural manuals and/or information that does not fit into the other sections for reasons of format, size, etc. List appendices and titles starting with 8.1.

6.3 EXECUTIVE ORDERS.

Use the following sections and standards for writing executive orders:

TITLE: Provide a brief descriptive title for the document. The title should provide readers with a clear overview of what the directive is meant to convey. Avoid titles that label rather than describe the document. The title should distinguish it from others that may be similar.

EFFECTIVE DATE. Indicate the beginning date of the order's effect.

EXPIRATION DATE: If known, indicate an expiration date. Executive orders that include an expiration date will be removed from the City's website 90 days after expiration.

WHEREAS. Provide, in a series of paragraphs, the reasons and causes for the document. Begin each new paragraph with WHEREAS, in capital letters.

NOW, THEREFORE. Provide the body of the document or description of what will be done. Begin the body section with: NOW, THEREFORE, I, (mayor's name in capital letters), Mayor, do order that ..... Each following paragraph in the body will start with FURTHERMORE (in capitals).

If the document is to be effective only for a specific period of time, event, or set of circumstances, this should be stated in the body as the last statement of the body.

SIGNATURE. This section should not appear on a separate page without some portion of the body of the order appearing on the same page.

7.0 RESPONSIBILITIES

7.1 The initiating department is responsible for writing all policies, procedures, rules and regulations. In addition, initiating departments shall be responsible for reviewing policies and procedures to ensure compliance with federal, state and local laws, as well as to ensure they reflect current circumstances and best practices.

7.2 The Mayor is responsible for writing all executive orders.

7.3 The City Attorney's Office is responsible for circulating policies, procedures, and rules and regulations to departments for review and comment, unless other arrangements have been made with the initiating department.

7.4 The City Clerk is responsible for assigning document code numbers to all policies and procedures, executive orders, and public rules and regulations, in addition to the responsibilities listed under sections 5.4 and 5.5.

8.0 APPENDICES

Template - Administrative Policy and Procedure
Template - Department Policy and Procedure
Template - Executive Order

Approved by:

City Attorney

City Administrator

12/3/2013
Date

CITY OF SPOKANE
ADMINISTRATIVE POLICY AND PROCEDURE TEMPLATE

CITY OF SPOKANE ADMINISTRATIVE POLICY AND PROCEDURE	ADMIN [DEPT #]-[YR]-[#]
TITLE EFFECTIVE DATE REVISION DATE (IF APPLICABLE)	

1.0 GENERAL

1.1 PURPOSE

1.2 TABLE OF CONTENTS

1.0 GENERAL
2.0 DEPARTMENTS/DIVISIONS AFFECTED
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8.0 APPENDICES

2.0 DEPARTMENTS/DIVISIONS AFFECTED

3.0 REFERENCES

4.0 DEFINITIONS

4.1

5.0 POLICY

5.1

6.0 PROCEDURE

6.1

7.0 RESPONSIBILITIES

7.1

8.0 APPENDICES

APPROVED BY:

City Attorney	Division Director
City Administrator	Date

CITY OF SPOKANE
DEPARTMENT POLICY AND PROCEDURE TEMPLATE

CITY OF SPOKANE DEPARTMENT POLICY AND PROCEDURE	DEPT [DEPT #]-[YR]-[#]
TITLE EFFECTIVE DATE REVISION DATE (IF APPLICABLE)	

1.0 GENERAL

1.1 PURPOSE

1.2 TABLE OF CONTENTS

1.0 GENERAL
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6.0 PROCEDURE
7.0 RESPONSIBILITIES
8.0 APPENDICES

2.0 DEPARTMENTS/DIVISIONS AFFECTED

3.0 REFERENCES

4.0 DEFINITIONS

4.1

5.0 POLICY

5.1

6.0 PROCEDURE

6.1

7.0 RESPONSIBILITIES

7.1

8.0 APPENDICES

APPROVED BY:

City Attorney	Division or Department Director

CITY OF SPOKANE
EXECUTIVE ORDER TEMPLATE

CITY OF SPOKANE EXECUTIVE ORDER	EO [YR]-[#]
TITLE EFFECTIVE DATE REVISION DATE (IF APPLICABLE)	

WHEREAS,

WHEREAS,

WHEREAS,

[use as many as needed]

NOW, THEREFORE, I, _____, Mayor, do hereby order and direct:

_____ _____

Mayor Date

Attachment 2

Official Public Rules and Regulations

Please note that policies and procedures specific to the City of Spokane Fire Department, Public Library, and Police Department are maintained by those departments and not included on this site.

Show 10 entries Search:

No.	Title	Category	Department
1.	Business Registration Rules RULE 0860-24-01	Public Rule/Regulation	Finance
2.	Design Review Process RULE 0650-12-01	Public Rule/Regulation	Planning Services
3.	Existing Sidewalk Maintenance and Minor Repairs RULE 4700-25-01	Public Rule/Regulation	Development Services Center
4.	General Facilities Charges – Incentives, Waivers and Offsets RULE 5200-23-01	Public Rule/Regulation	Public Works & Utilities
5.	RPWRF & Industrial Pretreatment Program & Lab Analysis Fees RULE 4310-25-01	Public Rule/Regulation	Wastewater Management
6.	RPWRF Industrial Pretreatment Program - Administrative Fine Schedule RULE 4320-19-01	Public Rule/Regulation	Wastewater Management

City Clerk's Office

5th Floor City Hall
808 West Spokane Falls Blvd.
Spokane, WA 99201-3342

Phone: 509.625.6350
Fax: 509.625.6217

No.	Title	Category	Department
7.	Water and Hydroelectric Department - Update Fee Schedule 2025 RULE 4100-24-02	Public Rule/Regulation	Water & Hydro-Electric
8.	Water Hydrant Usage Policy and Fees RULE 4100-20-01	Public Rule/Regulation	Water and Hydro-Electric

Showing 1 to 8 of 8 entries

Previous 1 Next





The City of Choice

808 W. Spokane Falls Blvd.
Spokane, WA 99201

Dial 311 or 509.755.CITY (2489)

Agenda Sheet for City Council: **Committee:** Urban Experience **Date:** 09/08/2025 **Committee Agenda type:** Discussion		**Date Rec'd**	8/23/2025
		Clerk's File #	ORD C36753
		Cross Ref #	
Council Meeting Date: 10/06/2025		**Project #**	
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	ADAM 6779	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	SLAMBDIN		
Sponsoring at Administrators Request	YES		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	CORRECTING DEVELOPMENT SERVICES DEPARTMENT THROUGHOUT CODE		

Agenda Wording

An ordinance correcting the departmental title of the Development Services Department and Director of Development Services throughout the municipal code; amending Sections 08.02.039, 08.02.065, 10.29.020, 10.29.030, 12.01.010 12.02.060, 12.02.0704, 12.02.0707, 12.02.0716, 12.02.0724, 12.02.0755 13.03.0503, 17A.010.070, 17A.050.020, 17C.111.245, 17C.120.310, 17C.122.135, 17C.130.310, 17C.210.060, 17C.210.070, 17C.230.140, 17C.230.300, 17C.300.140, 17D.010.020, 17D.060.070, 17D.080.100, 17D.090.040, 17F.010.080, 17F.030.020, 17F.030.040, 17F.040.085, 17F.060.020, 17F.070.420, 17F.070.440, 17F.070.450, 17F.080.050, 17F.090.050, 17G.010.030, 17G.010.100, 17G.010.140, 17G.010.150, 17G.010.160, 17G.010.170, 17G.010.180, 17G.010.200, 17G.010.210, and 17G.061.000 of the Spokane Municipal Code.

Summary (Background)

This ordinance corrects the departmental title of the Development Services Department and Director of Development Services throughout the municipal code.

What impacts would the proposal have on historically excluded communities?

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	N/A

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		**Additional Approvals**	
Dept Head	SCOTT, ALEXANDER		
Division Director			
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	

ORD C36753 (SPONSOR SUBSTITUTION)(09-16-25)

ORDINANCE NO. C36753

An ordinance making technical corrections to Chapters 08.02, 10.29, 12.01, 12.02, 13.03 of the Spokane Municipal Code, and technical corrections to Titles 17A, 17C, 17D, 17F and 17G of the Spokane Municipal Code.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 08.02.039 of the Spokane Municipal Code is amended to read as follows:

Section 08.02.039 Special Inspections and Other Fees

A. The fee for re-inspection as provided in the adopted codes, to be billed to each permittee, is provided in the Development Fee Schedule.

B. The fee for inspection by any ((~~building services department~~)) Development Services Department personnel outside normal working hours is provided in the Development Fee Schedule. A minimum of two hours is payable at the time the request is made.

C. The fee for investigation of work done without a permit is provided in the Development Fee Schedule.

D. The minimum fee for any permit or inspection not otherwise provided for is provided in the Development Fee Schedule.

E. Refund of Fees.

1. All requests for refunds must be in writing to the building official.

    a. Refundable amounts of less than $30 are not eligible for reimbursement.

2. Refunds of permit and inspection fees will be granted only if the:

    a. work described on the permit was not done and no inspections or site visits were made, or

    b. permit was a duplicate of an already issued permit in error, or

    c. permit was issued in error by the department.

3. The following fees are not refundable:

a. Plan review fees once any plan review work has begun.

b. Application fees, to include processing fees and the state building code fee.

F. The processing fee for each permit is provided in the Development Fee Schedule.

G. The fee for doing research of files and codes or preparing reports is provided in the Development Fee Schedule with a one-hour minimum, plus actual copying or printing expense.

H. The fee to recommence suspended or abandoned work under an extended permit is provided in SMC 08.02.031(U).

Section 2. That Section 08.02.065 of the Spokane Municipal Code is amended to read as follows:

Section 08.02.065 Streets and Airspace

A. Fees are provided in the Development Fee Schedule.

B. Street Obstruction Permits.

1. The ((~~director of engineering services~~)) Director of Engineering Services may adjust the boundaries where a long-term obstruction is considered to be in a congested area in the interests of ((~~the~~)) public health, safety, and convenience, considering the need to promote traffic flows and convenience in administrative enforcement needs.

2. The Director of the Development Services ((~~Center~~)) may set a master annual obstruction permit fee based on a reasonable estimate of the expense to the City of providing permit services. Permit fees are payable at least quarterly. If a master annual permit fee is revoked, the party may apply for a refund of unused permit fees;

3. No obstruction fee is charged for street obstruction permits for activities done by or under contract for the City.

C. The fee for a building moving permit shall be waived for the moving of a building which is an historic landmark or a contributing building located within an historic district.

D. A contractor shall notify the ((~~department of engineering services~~)) Engineering Services Department for application of road oil or other dust palliatives to public ways and places of public travel or resort in accordance with SMC 12.02.0740(B).

Section 3. That Section 10.29.020 of the Spokane Municipal Code is amended to read as follows:

Section 10.29.020 Operator's License

No person may operate or have charge of a steam boiler of any size or a hot water heating or supply boiler of five hundred thousand BTU input or larger without a license, issued by the ((~~building services department~~)) Development Services Department, of the appropriate class as follows:

A. A low-pressure boiler operator's license authorizes the holder to have charge of and operate any specifically described and located fifteen-pound steam boiler or hot water boiler used for heating purposes only, not exceeding four million BTU; or

B. A small high-pressure boiler operator's license authorizes the holder to have charge of and operate a small high-pressure boiler not exceeding eight hundred thousand BTU input or one hundred fifty pounds psi.

C. A third-class boiler operator's license authorizes the holder to have charge of and operate a high-pressure (power) boiler not exceeding four million BTU input, or

    1. and operate any size low-pressure boiler, or

    2. an opposite shift to a second-class boiler operator.

D. A second-class boiler operator's license authorizes the holder to have charge of:

    1. and operate a high-pressure boiler not exceeding eight million BTU, or

    2. an opposite shift to a first-class boiler operator, or

    3. and operate any size low-pressure boiler.

E. A first-class boiler operator's license authorizes the holder to have charge of any size high-pressure or low-pressure boiler.

F. Boiler Operator is an annual subject to the licensing procedures of 08.01 SMC.

Section 4. That Section 10.29.030 of the Spokane Municipal Code is amended to read as follows:

Section 10.29.030 Heating Mechanics – License

No person may perform work requiring a mechanical permit without a license issued by the ((~~building services department~~)) Development Services Department of the appropriate type as follows:

A. A gas heating mechanic I license authorizes the holder to do gas fitting work on a gas:

   1. system or gas appliance utilizing up to four hundred thousand BTU input per hour, or

   2. appliance in excess of four hundred thousand BTU input per hour under the direct supervision and in the presence of a gas heating mechanic II.

B. A gas heating mechanic II license authorizes the holder to do industrial gas fitting work (exceeding four hundred thousand BTU) on any permit a mechanical contractor can take out.

C. Contractors who obtain permits requiring a heating mechanics license and the installer who performs the installation shall both be liable for the civil infraction set forth in ((~~SMC 1.05.170~~)) SMC 01.05.

Section 5. That Section 12.01.010 of the Spokane Municipal Code is amended to read as follows:

Section 12.01.010 Sidewalk Maintenance – Owner's Responsibility

A. Every owner and occupant of premises shall keep the sidewalk area including tree grates adjacent to any portion of the real property (including corners) in good and safe condition and repair at all times.

B. Where the ((~~director of engineering services~~)) Director of Engineering Services determines there has been a failure to comply with this section, the ((~~director~~)) Director or their designee may send written notice to the premises advising of the violation. If the violation is not corrected, the ((~~director~~)) Director or their designee may proceed to remove or repair the condition, at the owner's and/or occupant's sole expense and liability.

C. The ((~~directors of~~)) Directors of Engineering Services, Development Services ((~~Center~~)), Code Enforcement and Parking Services, and the City Engineer are authorized to waive license, bonding, and insurance requirements for minor repairs on existing sidewalks.

D. The City Engineer, along with the Development Services ((~~Center~~)) and the Code Enforcement and Parking Services departments, shall develop and publish a

public rule defining the types of sidewalk projects that qualify as minor repairs.

E. Nothing in this section shall be construed to waive building and construction permit and inspection requirements.

Section 6. That Section 12.02.060 of the Spokane Municipal Code is amended to read as follows:

Section 12.02.060 Fences and Hedges – Incidental Encroachments

Incidental encroachments upon the public right-of-way from private property not obstructing the use of the right-of-way may be permitted by the ((~~development services center manager~~)) Director of Development Services or their designee as provided in SMC 17G.010.160. Such encroachments are revocable without compensation and create no vested rights.

Section 7. That Section 12.02.0704 of the Spokane Municipal Code is amended to read as follows:

Section 12.02.0704 Definitions

((~~A. "Public way" means any publicly dedicated or used highway, street, alley, or sidewalk.~~

~~B. "Permittee" means any person to whom an obstruction permit is issued. Permits are not transferable and have no property value.~~

~~C. "Office of primary responsibility" means the development services center manager, hereafter referred to as the director, who is the City official designated to administer this article. The director functions directly or through authorized agents, in coordination with other appropriate City agencies. The director is authorized to grant exceptions to, or impose conditions on, requirements herein, in the exercise of sound discretion, considering the requirements of permittees and the purpose of this article.~~

~~D. "Obstruction of a public way" includes, but is not limited to, obstructions that may hinder the normal flow of pedestrian or street traffic or render the public way unsafe for current and necessary use such as:~~

~~1. trees, bushes, weeds or grass; and~~

~~2. accumulations of trash and debris including but not limited to litter, glass, and scrap materials.~~))

Term	Definition
Obstruction of a public way	includes, but is not limited to, obstructions that may hinder the normal flow of

	pedestrian or street traffic or render the public way unsafe for current and necessary use such as: 1. trees, bushes, weeds or grass; and 2. accumulations of trash and debris including but not limited to litter, glass, and scrap materials.
Office of primary responsibility	means the Director of Development Services, hereafter referred to as the director, who is the City official designated to administer this article. The director functions directly or through authorized agents, in coordination with other appropriate City agencies. The director is authorized to grant exceptions to, or impose conditions on, requirements herein, in the exercise of sound discretion, considering the requirements of permittees and the purpose of this article.
Permittee	means any person to whom an obstruction permit is issued. Permits are not transferable and have no property value.
Public way	means any publicly dedicated or used highway, street, alley, or sidewalk.

Section 8. That Section 12.02.0707 of the Spokane Municipal Code is amended to read as follows:

Section 12.02.0707 Master Annual Permit for High Volume Users

A. In lieu of an individual permit for users whose estimated annual permit need is in excess of seven hundred permits per year under SMC 12.02.0706, an annual master permit may be issued as provided in this section and SMC 17G.010.210(D). Except as otherwise provided, all conditions of an individual permit apply to a master permit. A master annual permit is individually approved by the ((~~development services center manager~~)) Director of Development Services.

B. If the ((~~development services center manager~~)) Director of Development Servies deems in ((~~his~~ ~~sole~~)) their discretion that the public convenience is not served by a master permit, an application may be denied or a master permit revoked. Denial or revocation of a master permit does not affect eligibility for an individual permit under SMC 12.02.0706.

Section 9. That Section 12.02.0716 of the Spokane Municipal Code is amended to read as follows:

Section 12.02.0716 Long Term Permits – Temporary Passageway

A. Where a permit allows the obstruction, disturbance, or other such use of a public street, highway, or alley (including the sidewalk, if any) for an extended period of time and affecting a substantial portion of the public ways, as determined by the ((~~development service center manager~~)) Director of Development Services or their designee, said permit privileges will be established by the director in coordination with the ((~~street director~~)) Street Director. Each such request for an obstruction permit will be considered on its own merit, and the limits established with due consideration for the needs of the permittee and for the interests of the public.

B. Permits issued under this section are conditioned upon the permittee's continued safe maintenance of a temporary passageway for pedestrian use along the public way.

C. Said temporary passageway shall be a minimum of four feet wide and shall extend from available permanent sidewalks, walkways, or specified pedestrian routes in the areas immediately adjacent to the permit area.

D. Said temporary passageway shall be constructed of two-inch plank or other approved material laid lengthwise upon good and sufficient supports laid not more than three feet apart.

E. The location of joining the temporary passageway to the regular sidewalk or pedestrian route must be even. The entire passageway must have a sturdy barrier or railing at least four feet high or other safe design approved by the building official.

F. Where the temporary passageway abuts property with construction of structures higher than twenty feet, the passageway must be completely covered at a height of a least ten feet with two-inch plank or other approved material resting upon strong supporting joists well fastened and braced to strong posts on both sides.

G. Chapter 33 of the International Building Code as adopted by the City controls over this section.

Section 10. That Section 12.02.0724 of the Spokane Municipal Code is amended to read as follows:

Section 12.02.0724 Barriers and Traffic Control

A. In case any public way is dug up, excavated, undermined, disturbed, or obstructed, or any obstruction placed thereon, the permittee and/or person causing the same shall erect and maintain around the site a good and sufficient barrier, and shall also maintain lighted amber lights during every night from sunset to daylight, at each end and safely around such obstruction.

B. In cases where a permit allows for the encroachment upon or the closure of a traffic lane, the permittee will provide traffic-control measures as may be established by the ((~~development services center manager~~)) Director of Development Services or their designee and/or the ((~~director of the street department~~)) Street Director.

Section 11. That Section 12.02.0755 of the Spokane Municipal Code is amended to read as follows:

Section 12.02.0755 Bus Benches / Transit Shelter Located in the Public Right-of-way

A. Bus benches, transit shelters, and other similar facilities utilized for the benefit of patrons of public transportation may be placed in the public right-of-way pursuant to the approval of the City and under the direction of the ((~~development services center manager~~)) Director of Development Services or their designee.

B. Bus bench signs at designated public transportation stops located in the public right-of-way shall be permitted, provided, however, that such signs shall have any necessary permits and comply with all applicable regulations set forth in the Spokane Municipal Code, interlocal agreements with a public transportation authority, and/or other rules or requirements.

Section 12. That Section 13.03.0503 of the Spokane Municipal Code is amended to read as follows:

Section 13.03.0503 Oil/water Separators, Sand Traps.

Any commercial facility ((~~which~~)) that discharges petroleum and/or settleable granular particles wastes shall install an oil/water separator and/or sand trap as part of their sewer system, at the owner's expense and liability. Installation may be required for other facilities by the director, ((~~the building and planning department~~)) Development Services Department, or the health officer. Such commercial facilities include, but are not limited to, car washes, automotive repair/maintenance facilities, and petroleum stations. Design and construction shall be in accordance with the Side Sewer Installation Handbook and City Design Standards, and located as to be readily accessible for maintenance and

inspection.

Cross reference(s)((~~&mdash~~))Sewer construction regulations, SMC 13.03.0622.

Section 13. That Section 17A.010.070 of the Spokane Municipal Code is amended to read as follows:

Section 17A.010.070 Delegation of Administration

Except to the extent that state law requires municipal code enforcement personnel to be specifically qualified, every function, authority, and responsibility vested by this title in a particular officer is delegable.

A. Responsibility for the administration, application, and interpretation of these procedures pursuant to this title is as is set forth below.

1. The ((~~director of building services~~)) Director of Development Services or ((~~his/her~~)) their designee administers chapter 17E.050 SMC, Title 17F SMC, chapter 17G.010 SMC, Title 17I SMC, and the development codes.

2. The ((~~director of engineering services~~)) Director of Engineering Services or ((~~his/her~~)) their designee administers chapter 17D.020 SMC, chapter 17D.080 SMC, chapter 17E.010 SMC, chapter 17E.050 SMC, chapter 17G.080 SMC, Title 17H SMC, and the development codes.

3. The ((~~director of planning and economic development services~~)) Director of Planning Services or ((~~his/her~~)) their designee administers Title 17B SMC, Title 17C SMC, and chapter 17D.010 SMC, chapter 17D.080 SMC, chapter 17E.020 SMC, chapter 17E.030 SMC, chapter 17E.040 SMC, chapter 17E.050 SMC, chapter 17E.060 SMC, chapter 17E.070 SMC, chapter 17G.020 SMC, chapter 17G.030 SMC, chapter 17G.040 SMC, chapter 17G.061 SMC, chapter 17G.070 SMC, and chapter 17G.080 SMC.

4. The ((~~historic preservation officer~~)) Historic Preservation Officer or ((~~his/her~~)) their designee administers chapter 17D.040 SMC and chapter 17E.050 SMC.

5. The ((~~director of wastewater management~~)) Director of Wastewater Management administers chapter 17D.060 SMC and chapter 17D.090 SMC.

Section 14. That Section 17A.050.020 of the Spokane Municipal Code is amended to read as follows:

Section 17A.050.020 Procedure

A. Application.

Any person may request in writing the ((~~planning director's~~)) Director of Planning Services' interpretation of a code provision of Title 17 SMC when it pertains to a specific property or project by means of a request of administrative zoning determination. The ((~~director of building services~~)) Development Services, the ((~~planning and economic development services director~~)) Director of Planning Services, and the ((~~hearing examiner~~)) Hearing Examiner each have authority to interpret this title and may independently initiate an interpretation of any conflicting or unclear provisions of this title.

B. Multiple Applications.

If an application for an interpretation is associated with any land use application(s) subject to Title 17 SMC, then the application for the interpretation may be combined with the associated application(s) and is subject to the highest level of procedure that applies to any of the applications.

C. Codification.

To ensure that ((~~planning services director~~)) Director of Planning Services interpretations are applied consistently over time, the ((~~planning and economic development services director~~)) Director of Planning Services shall on an annual basis initiate an amendment to this code for the purpose of codifying the interpretations. This shall be done by amending interpreted code section constant with the interpretations in the administrative zoning determination.

D. Appeals

Any official interpretation of the provisions of Title 17 SMC may be appealed by any aggrieved party, pursuant to the appeal procedures set forth in SMC 17G.061.340.

Section 15. That Section 17C.111.245 of the Spokane Municipal Code is amended to read as follows:

Section 17C.111.245 Fences

A. Purpose.

The fence standards promote the positive benefits of fences without negatively affecting the community or endangering public or vehicle safety. Fences can create a sense of privacy, protect children and pets, provide separation from busy streets, and enhance the appearance of property by providing attractive landscape materials. The negative effects

of fences can include the creation of street walls that inhibit police and community surveillance, decrease the sense of community, hinder emergency access and the safe movement of pedestrians and vehicles, and create an unattractive appearance.

B. Types of Fences.

The standards apply to walls, fences, trellises, arbors, and screens of all types, whether open, solid, wood, metal, wire, masonry, or other material.

C. Location.

1. Front Lot Line

.

Fences up to forty-two inches high are allowed in required front lot line setbacks.

2. Sides and Rear Lot Line.

Fences up to six feet high are allowed in required sides or rear lot line setbacks. Except in an instance where a rear lot line joins the front lot line of another lot, the fence must be either:

a. forty-two inches high or less, or

b. right isosceles triangle having sides of seven feet measured along the right-of-way line of a side yard and the front property line.

3. Other.

The height for fences that are not in required building setbacks is the same as the height limits of the zone for detached accessory structures in Table 17C.111.205-2.

4. Alleys.

Fences shall not obstruct the clear width required in SMC 17H.010.130(G).

D. Reference to Other Standards.

Building permits are required by the ((~~building services department~~)) Development Services Department for all fences including the replacement of existing fences. A permit is not required to repair an existing fence.

E. Prohibited Fences.

1. No person may erect or maintain a fence or barrier consisting of or containing barbed, concertina, or razor wire in the R1, R2, RMF, or RHD zones. In the RA zone, up to three strands of barbed wire are allowed for

agricultural, farming, or animal uses.

2. No person may construct or maintain a fence or barrier charged with electricity in the R1, R2, RMF, or RHD zones. In the RA zone, the use is permitted for the containment of livestock only.

3. A fence, wall, or other structure shall not be placed within the public right-of-way without an approved covenant as provided in SMC 17G.010.160, and any such structure is subject to the height requirement for the adjoining setback.

4. Fence Setbacks.

a. Arterial Street.

No fence may be closer than twelve feet to the curb of an arterial street.

b. Local Access Street.

No fence may be closer than the back of the sidewalk on a local access street. If there is no sidewalk, the fence shall be setback seven feet behind the face of the curb of a local access street.

F. Enclosures for Pools, Hot Tubs, and Impoundments of Water.

1. To protect against potential drowning and near drowning by restricting access to pools, spas, and other impoundments of water, a person maintaining a swimming pool, hot tub, or other impoundment of water exceeding eighteen inches or more in depth and located on private property is required to construct and maintain an approved fence or other barrier as described in the currently adopted edition of the International Swimming Pool and Spa Code.

2. When a fence is elected as the preferred barrier, the following applies:

a. The required pool enclosure must be at least fifty-four inches high and may be a fence, wall, building, or other structure approved by the ((~~building services department~~)) Development Services Department.

b. If the enclosure is a woven wire fence, it is required to be built to discourage climbing.

c. No opening, except a door or gate, may exceed four inches in any dimension.

d. Any door or gate in the pool enclosure, except when part of the occupied dwelling unit, must have self-closing and self-locking equipment by which the door or gate is kept secure when not in use. A latch or lock release on the outside of the door or gate must be at least fifty-four inches above the ground.

G. Visibility at Intersections.

A fence, wall, hedge, or other improvement may not be erected or maintained at the corner of a lot so as to obstruct the view of travelers upon the streets.

1. Subject to the authority of the traffic engineer to make adjustments and special requirements in particular cases, all fences, vegetation, and other features within the Clear View Triangle defined in SMC 17A.020.030 shall be maintained to keep a vertical clear view zone between three and eight feet from ground level

Section 16. That Section 17C.120.310 of the Spokane Municipal Code is amended to read as follows:

Section 17C.120.310 Fences

A. Purpose.

The fence standards promote the positive benefits of fences without negatively impacting the community or endangering public or vehicle safety. Fences near streets are kept low in order to allow visibility into and out of the site and to ensure visibility for motorists. Fences in any required side or rear setback are limited in height so as ((~~to not~~)) not to conflict with the purpose for the setback.

B. Types of Fences.

The standards apply to walls, fences, and screens of all types, whether open, solid, wood, metal, wire, masonry, or other material.

C. Location, Height, and Design.

1. Street Setbacks.
No fence or other structure is allowed within twelve feet from the back of the curb, consistent with the required sidewalk width of SMC 17C.120.230.

a. Measured from Front Lot Line.
Fences up to three and one-half feet high are allowed in a required street setback that is measured from a front lot line.

b. Measured from a Side Lot Line.
Fences up to six feet high are allowed in a required setback that is measured from a side lot line.

2. Side and Rear Structure Setbacks.
Fences up to six feet high are allowed in required side or rear setbacks except when the side or rear setback abuts a pedestrian connection. When the side or rear setback abuts a pedestrian connection, fences are limited to three and one-half feet in height.

3. Not in Setbacks.
The height for fences that are not in required setbacks is the same as the regular height limits of the zone.

4. Sight-obscuring Fences and Walls.
Sight-obscuring fences, walls, and other structures over three and one-half feet high, and within fifteen feet of a street lot line are subject to SMC 17C.120.570, Treating Blank Walls – Building Design.

D. Prohibited Fences.

1. No person may erect or maintain a fence or barrier consisting of or containing barbed, razor, concertina, or similar wire except that in a CB or GC zone up to three strands of barbed wire may be placed atop a lawful fence exceeding six feet in height above grade.

2. No person may maintain a fence or barrier charged with electricity.

3. A fence, wall, or other structure shall not be placed within a public right-of-way without an approved covenant as provided in SMC 17G.010.160, and any such structure is subject to the height requirement for the adjoining setback.

4. No fence may be closer than twelve feet to the curb.

E. Visibility at Intersections.

1. A fence, wall, hedge, or other improvement may not be erected or maintained at the corner of a lot so as to obstruct the view of travelers upon the streets.

2. Subject to the authority of the traffic engineer to make adjustments and special requirements in particular cases, all fences, vegetation, and other features within the Clear View Triangle defined in SMC17A.020.030 shall be maintained to keep a vertical clear view zone between three and eight

feet from ground level above the curb.

F. Enclosures for Pools, Hot Tubs, or Ponds.

1. A person maintaining a swimming pool, hot tub, pond, or other impoundment of water exceeding five thousand gallons and eighteen inches or more in depth and located on private property is required to construct and maintain an approved fence by which the pool or other water feature is enclosed and inaccessible to small children.

2. The required pool enclosure must be at least fifty-four inches high and may be a fence, wall, building, or other structure approved by the ((~~building services department~~)) Development Services Department.

3. If the ((~~enclose~~)) enclosure is a woven wire fence, it is required to be built to discourage climbing.

4. No opening, except a door or gate, may exceed four inches in any dimension.

5. Any Door or gate in the pool enclosure, except when part of the occupied dwelling unit, must have self-closing and self-locking equipment by which the door or gate is kept secure when not in use. A latch or lock release on the outside of the door or gate must be at least fifty-four inches above the ground.

G. Reference to Other Standards.
Building permits are required by the ((~~building services department~~)) Development Services Department for all fences including the replacement of existing fences. A permit is not required to repair an existing fence

Section 17. That Section 17C.122.135 of the Spokane Municipal Code is amended to read as follows:

Section 17C.122.135 Fences

A. Purpose.

The fence standards promote the positive benefits of fences without adversely impacting the community or endangering public or vehicle safety. Fences near streets are kept low in order to allow visibility into and out of the site and to ensure visibility for motorists. Fences in any required side or rear setback are limited in height so as ((~~to not~~)) not to conflict with the purpose for the setback.

B. Type of Fences.

The standards apply to walls, fences, and screens of all types, whether open, solid, wood, metal, wire, masonry, or other material.

C. Location, Height, and Design.

1. Street Setbacks.

No fence or other structure is allowed within twelve feet from the back of the curb, consistent with the required sidewalk width of SMC 17C.130.230.

a. Measured From Front Lot Line.

Fences up to three and one-half feet high are allowed in a required street setback that is measured from a front lot line.

b. Measured From a Side Lot Line.

Fences up to six feet high are allowed in required setback that is measured from a side lot line.

c. Fences shall not reduce the required setback width of SMC 17C.130.210.

2. Side or Rear Structure Setbacks.

Fences up to six feet high are allowed in required side or rear setbacks except when the side or rear setback abuts a pedestrian connection. When the side or rear setback abuts a pedestrian connection, fences are limited to three and one-half feet in height.

3. Not In Setbacks.

The height for fences that are not in required setbacks is the same as the regular height limits of the zone.

4. Sight-obscuring Fences and Walls.

Any required or nonrequired sight-obscuring fences, walls, and other structures over three and one-half feet high, and within fifteen feet of a street lot line shall either be placed on the interior side of a L2 see-through buffer landscaping area at least five feet in depth (See chapter 17C.200 SMC, Landscaping and Screening), or meet the treatment of blank walls intent outlined in SMC 17C.122.060 – Initial Design Standards and Guidelines for Center and Corridors.

D. Prohibited Fences.

1. No person may erect or maintain a fence or barrier consisting of or containing barbed, razor, concertina, or similar wire except that up to three strands of barbed wire may be placed atop a lawful fence exceeding six feet in height above grade.

2. No person may maintain a fence or barrier charged with electricity.

3. A fence, wall, or other structure shall not be placed within a public right-of-way without an approved covenant as provided in SMC 17G.010.160, and any such structure is subject to the height requirement for the adjoining setback.

4. No fence may be closer than twelve feet to the curb.

E. Visibility at Intersections.

F. A fence, wall, hedge, or other improvement may not be erected or maintained at the corner of a lot so as to obstruct the view of travelers upon the streets.

1. Subject to the authority of the traffic engineer to make adjustments and special requirements in particular cases, all fences, vegetation, and other features within the Clear View Triangle defined in SMC17A.020.030 shall be maintained to keep a vertical clear view zone between three and eight feet from ground level

2. Enclosures for Pools, Hot Tubs, or Ponds.

3. A person maintaining a swimming pool, hot tub, pond, or other impoundment of water exceeding five thousand gallons and eighteen inches or more in ((~~a~~)) depth and located on private property is required to construct and maintain ((~~and~~)) an approved fence by which the pool or water feature is enclosed and inaccessible by small children.

4. The required pool enclosure must be at least fifty-four inches high and may be a fence, wall, building, or other structure approved by the building services department.

5. If the enclosure is a woven wire fence, it is required to be built to discourage climbing.

6. No opening, except a door or gate, may exceed four inches in any dimension.

7. Any door or gate in the pool enclosure, except when part of the occupied dwelling unit, must have self-closing and self-locking equipment by which

the door or gate is kept secure when not in use. A latch or lock release on the outside of the door or gate must be fifty-four inches above the ground.

8. Outside of the door or gate must be at least fifty-four inches above the ground.

G. Reference to Other Standards.

Building permits are required by the ((~~building services department~~)) Development Services Department for all fences including the replacement of existing fences. A permit is not required to repair and existing fence.

Section 18. That Section 17C.130.310 of the Spokane Municipal Code is amended to read as follows:

Section 17C.130.310 Fences

A. Purpose

The fence standards promote the positive benefits of fences without adversely impacting the community or endangering public or vehicle safety. Fences near streets are kept low in order to allow visibility into and out of the site and to ensure visibility for motorists. Fences in any required side or rear setback are limited in height so as ((~~to not~~)) not to conflict with the purpose for the setback.

B. Type of Fences

The standards apply to walls, fences, and screens of all types, whether open, solid, wood, metal, wire, masonry, or other material.

C. Location, Height, and Design

1. Street Setbacks.

No fence or other structure is allowed within twelve feet from the back of the curb, consistent with the required sidewalk width of SMC 17C.130.230.

a. Measured from Front Lot Line.

Fences up to three and one-half feet high are allowed in a required street setback that is measured from a front lot line.

b. Measured from a Side Lot Line.

Fences up to six feet high are allowed in required setback that is measured from a side lot line.

c. Fences shall not reduce the required setback width of SMC 17C.130.210.

2. Side or Rear Structure Setbacks.

Fences up to six feet high are allowed in required side or rear setbacks except when the side or rear setback abuts a pedestrian connection. When the side or rear setback abuts a pedestrian connection, fences are limited to three and one-half feet in height.

3. Not in Setbacks.

The height for fences that are not in required setbacks is the same as the regular height limits of the zone.

4. Sight-obscuring Fences and Walls.

Any required or non-required sight-obscuring fences, walls, and other structures over three and one-half feet high, and within fifteen feet of a street lot line shall be placed on the interior side of a L2 see-through buffer landscaping area at least five feet in depth (See chapter 17C.200 SMC, Landscaping and Screening).

D. Prohibited Fences

1. No person may erect or maintain a fence or barrier consisting of or containing barbed, razor, concertina, or similar wire except that up to three strands of barbed wire may be placed atop a lawful fence exceeding six feet in height above grade.

2. A fence, wall, or other structure shall not be placed within a public right-of-way without an approved covenant as provided in SMC 17G.010.160, and any such structure is subject to the height requirement for the adjoining setback.

3. No fence may be closer than twelve feet to the curb.

E. Electric Fences.

The construction and use of electric fences shall be allowed in the Heavy Industrial (HI) and Light Industrial (LI) zones only as provided in this section, subject to the following standards:

1. Permit.

Prior to the installation or use of any electrified fence, the property owner or tenants of the property upon which such fencing will be installed or used shall submit a completed application for review of such fencing as a building permit review to receive approval for the fence and electrical permits for the project. The application shall include:

a. Site plan showing the location of the protective barrier and the electrified fence on the property in relation to the property lines, walkways, existing buildings, and curb;

b. Fence details showing both the electrified fence and protective barrier, including all gates;

c. All supporting documentation from the electric fence manufacturer, equipment to be used, and certification of service from the monitoring provider.

2. IEC Standard 60335-2-76.

Unless otherwise specified herein, electric fences shall be constructed or installed in a conformance with the specifications set forth in International Electro technical Commission (IEC) Standard No. 60335-2-76.

3. Electrification.

a. The energizer for electric fences must be driven by a commercial storage battery or batteries not to exceed 12 volts DC. The storage battery is charged primarily by a solar panel. However, the solar panel may be augmented by a commercial trickle charger.

b. The electric charge produced by the fence upon contact shall not exceed energizer characteristics set forth in paragraph 22.108 and depicted in Figure 102 of IEC Standard No. 60335-2-76.

4. Perimeter fence or wall.

No electric fence shall be installed or used unless it is completely surrounded by a non-electrical fence or wall that is not less than six feet tall.

a. There shall be a space of four (4) to twelve (12) inches between the electric fence and the perimeter fence or wall.

b. Electric fences shall be subject to the screening requirements of SMC 17C.200.070 when installed adjacent to, across a street or alley from a non-industrial zone.

c. Electric Fences are subject to Street Frontage requirements prescribed in 17C.200.040 when installed along street frontage that is adjacent to or across the street from a non-industrial zone.

5. Location.

a. Electric fences shall be permitted on any non-residential outdoor storage areas.

b. Electric fences shall not be installed within one hundred fifty (150) feet of a property line for a residence, or from a school, or day care facility, unless the exterior perimeter non-electrified fence is covered with a solid covering (e.g. solid mesh, slats, etc.) to further prevent contact with the electric fence.

c. Electric fences shall not be installed within five (5) feet of a sidewalk, trail, or other pedestrian connection unless the exterior perimeter non-electrified fence is covered with a solid covering.

6. Height.

Electric fences shall have a minimum height of 8 feet and a maximum of 10 feet.

7. Warning signs.

Electric fences shall be clearly identified with warning signs that read: “Warning-Electric Fence” and contain icons that are universally understood at intervals of not less than thirty feet.

8. Electric fence burglar alarms shall be governed and permitted under Title 10 Regulation of Activities, Chapter 10.48 False Alarms.

9. Hours of activation.

Electric fences must only be energized during hours when the public does not have legal access to the protected property, except when personnel is available on-site to deactivate the electric fence.

10. Key Box.

a. Electric fences shall have installed a key box system in accordance with the Spokane Fire Department standards.

b. The electric fence controller and emergency key safe for the electric fence must be located in a single accessible location for the entire fence.

11. Fire Department Registration.

Prior to the installation or use of any electrified fence, the property owner or tenants of the property upon which such fencing will be installed or used shall submit a completed registration for such fencing to the Spokane Fire Department using forms provided by the Fire Chief.

12. Indemnification.

All applicants issued a permit to install or use an electric fence as provided in this chapter shall agree, as a condition of permit issuance, to defend, indemnify and hold harmless the City of Spokane and its agents, officers, consultants, independent contractors and employees from any and all claims, actions or proceedings, including but not limited to those arising out of any personal injury, including death, or property damage caused by the electric fence.

13. Emergency Access.

In the event that access by the City of Spokane Fire Department and/or Police Department personnel to a property where a permitted electric fence has been installed and is operating, is required due to an emergency or urgent circumstances, and the Knox Box or other similar approved device referred to in this section is absent or non-functional, and an owner, manager, employee, custodian or any other person with control over the property is not present to disable the electric fence, the fire or police personnel shall be authorized to disable the electric fence in order to gain access to the property. As a condition of permit issuance, all applicants issued permits to install or use an electric fence as provided in this section shall agree in writing to waive any and all claims for damages to the electric fence against the City of Spokane and/or its personnel under such circumstances.

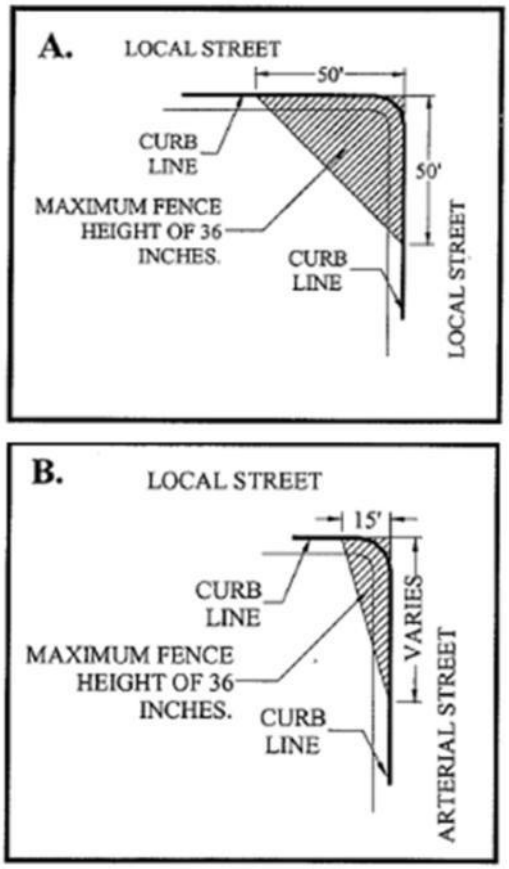
14. It shall be unlawful for any person to install, maintain or operate an electric fence in violation of this section.

F. Visibility at Intersections

1. A fence, wall, hedge, or other improvement may not be erected or maintained at the corner of a lot so as to obstruct the view of travelers upon the streets.

2. Subject to the authority of the traffic engineer to make adjustments and special requirements in particular cases, no fence exceeding a height of thirty-six inches above the curb may be inside the:

    a. right isosceles triangle having sides of fifty feet measured along the curb line of each intersecting residential street; or

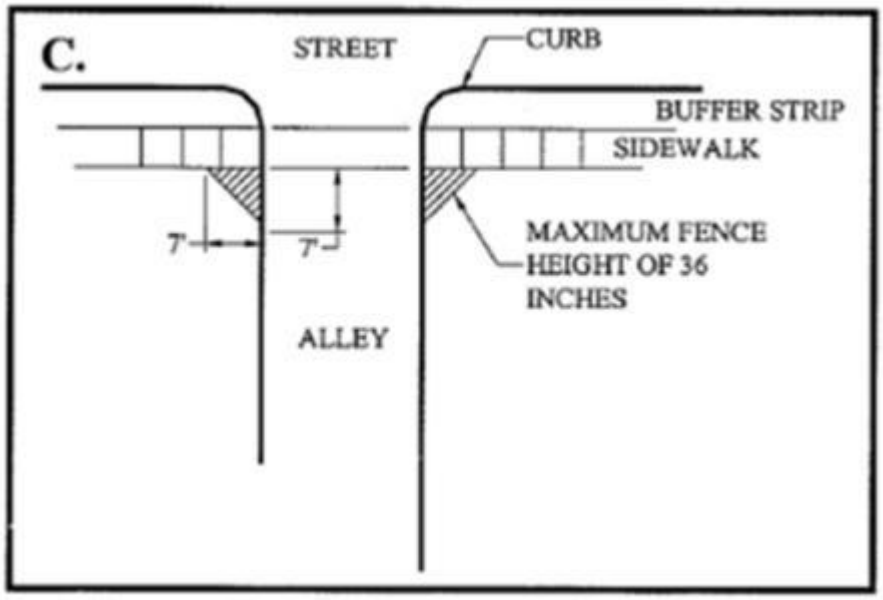


b. right triangle having a fifteen-foot side measured along the curb line of the residential street and a seventy-five foot side along the curb line of the intersecting arterial street, except that when the arterial street has a speed limit of thirty-five miles per hour, the triangle has a side along such arterial of one hundred twenty-two feet; or

c. right isosceles triangle having sides of seven feet measured along the right-of-way line of an alley and:

   i. the inside line of the sidewalk; or

   ii. if there is no sidewalk, a line seven feet inside the curb line.



G. Enclosures for Pools, Hot Tubs, or Ponds

1. A person maintaining a swimming pool, hot tub, pond, or other impoundment of water exceeding five thousand gallons and eighteen inches or more in depth and located on private property is required to construct and maintain an approved fence by which the pool or other water feature is enclosed and inaccessible by small children.

2. The required pool enclosure must be at least fifty-four inches high and may be a fence, wall, building or other structure approved by the building services department.

3. If the enclosure is a woven wire fence, it is required to be built to discourage climbing.

4. No opening, except a door or gate, may exceed four inches in any dimension.

5. Any door or gate in the pool enclosure, except when part of the occupied dwelling unit, must have self-closing and self-locking equipment by which the door or gate is kept secure when not in use. A latch or lock release on the outside of the door or gate must be at least fifty-four inches above the ground.

G. Reference to Other Standards

Building permits are required by the ((~~building services department~~)) Development Services Department for all fences including the replacement of existing fences. A permit is not required to repair an existing fence.

Section 19. That Section 17C.210.060 of the Spokane Municipal Code is amended to read as follows:

Section 17C.210.060 Nonconforming Uses – Conversion

A. A person may not change the use of a nonconforming use unless the change is to a conforming use, except as provided in this section.

B. In the residential, O, OR, NR, and NMU zones, a nonconforming use may, by conditional use permit from the ((~~hearing examiner~~)) Hearing Examiner, be changed to an equal or more compatible use so long as no new building, enlargement, or extensive alteration is involved.

C. In the CC-2, Downtown, CB, or GC and less restrictive zones, a nonconforming use may be changed to any use permitted in the zone wherein the nonconforming use is first permitted, except there can be no conversion to a use confined to the HI zone.

D. As an alternative to demolition and removal as required by this chapter, a building having a floor area, exclusive of any basement, in excess of one thousand five hundred feet and located in an R1 or R2 zone may be converted, by conditional use permit from the ((~~hearing examiner~~)) Hearing Examiner, to a multifamily residence complying with the RMF zone lot area requirements if the ((~~examiner~~)) Hearing Examiner finds the conversion will promote the purposes of this chapter and will not perpetuate any unduly detrimental condition.

1. The work of conversion under this subsection must be commenced within one year and completed within two years or the ((~~director of building services~~)) Director of Development Services will cause demolition and removal.

2. When the nonconforming building is of such construction as prevents its being moved or altered without major structural damage or substantial reduction of its usefulness, the ((~~hearing examiner~~)) Hearing Examiner may grant with the conditional use permit such lot area, building coverage, height or yard variances as necessary to allow conversion in a practical fashion and minimize the effect of the nonconforming use on the surrounding area.

Section 20. That Section 17C.210.070 of the Spokane Municipal Code is amended to read as follows:

Section 17C.210.070 Nonconforming Uses – Termination

A. Upon expiration of the nonconforming rights of a nonconforming use (because of discontinuance or expiration of conditional use permit, under SMC 17C.210.030, or because of substantial destruction under SMC 17C.210.040) the owner is required to convert it to a conforming use, or completely remove it, along with all structures, fences and signs, and clear the site as specified by the required demolition permit and the building code.

B. Upon expiration of the nonconforming rights of a use of open land, the owner is required to remove all material and equipment employed in the nonconforming use.

C. Removal of nonconforming uses must be commenced within one year and completed within two years after the ((~~director of building services~~)) Director of Development Services gives written notice to the owner of the property to terminate the unlawful use.

Section 21. That Section 17C.230.140 of the Spokane Municipal Code is amended to read as follows:

Section 17C.230.140 Development Standards

A. Purpose.

The parking area layout standards are intended to promote safe circulation within the parking area and provide for convenient entry and exit of vehicles.

B. Applicability.

The standards of this section apply to all vehicle areas, whether required or excess parking.

C. Improvements.

1. Paving.

In order to control dust and mud, all vehicle areas must be surfaced with a minimum all-weather surface. Such surface shall be specified by the ((~~city engineer~~)) City Engineer. Alternatives to the specified all-weather surface may be provided, subject to approval by the ((~~city engineer~~)) City Engineer. The alternative must provide results equivalent to paving. All surfacing must provide for the following minimum standards of approval:

a. Dust is controlled.

b. Stormwater is treated to City standards; and

c. Rock and other debris is not tracked off-site.

The applicant shall be required to prove that the alternative surfacing provides results equivalent to paving.

2. Striping.

All parking areas, except for stacked parking, must be striped in conformance with the parking dimension standards of this section, except parking for Single-Unit Residential Buildings, Accessory Dwelling Units, or Middle Housing developments of no more than six units.

3. Protective Curbs Around Landscaping.

All perimeter and interior landscaped areas directly adjacent to parking aisles, parking spaces, or an abutting sidewalk must have continuous, cast in place, or extruded protective curbs along the edges. Curbs separating landscaped areas from parking areas may allow stormwater runoff to pass through them. Tire stops, bollards, or other protective barriers may be used at the front ends of parking spaces. Curbs may be perforated or have gaps or breaks. Trees must have adequate protection from car doors as well as car bumpers. This provision does not apply to Single-Unit Residential Buildings, Accessory Dwelling Units, or Middle Housing developments of no more than six units.

D. Stormwater Management.

Stormwater runoff from parking lots is regulated by the ((~~engineering services department~~)) Engineering Services Department.

E. Parking Area Layout.

1. Access to Parking Spaces.

All parking areas, except stacked parking areas, must be designed so that a vehicle may enter or exit without having to move another vehicle.

2. Parking Space and Aisle Dimensions.

a. Parking spaces and aisles shall meet the minimum dimensions contained in Table 17C.230.140-1.

b. In all zones, on dead end aisles, aisles shall extend five feet beyond the last stall to provide adequate turnaround.

3. Parking for Disabled Persons.

The ((~~city building services department~~)) Development Services Department regulates the following disabled person parking standards and access standards through the building code and the latest ANSI standards for accessible and usable buildings and facilities:

a. Dimensions of disabled person parking spaces and access aisles.

b. The minimum number of disabled person parking spaces required.

c. Location of disabled person parking spaces and circulation routes.

d. Curb cuts and ramps, including slope, width, and location; and

e. Signage and pavement markings.

4. A portion of a standard parking space may be landscaped instead of paved, as follows:

a. The landscaped area may be up to two feet of the front of the space as measured from a line parallel to the direction of the bumper of a vehicle using the space, as shown in Figure 17C.230.140-1. Any vehicle overhang must be free from interference from sidewalks, landscaping, or other required elements.

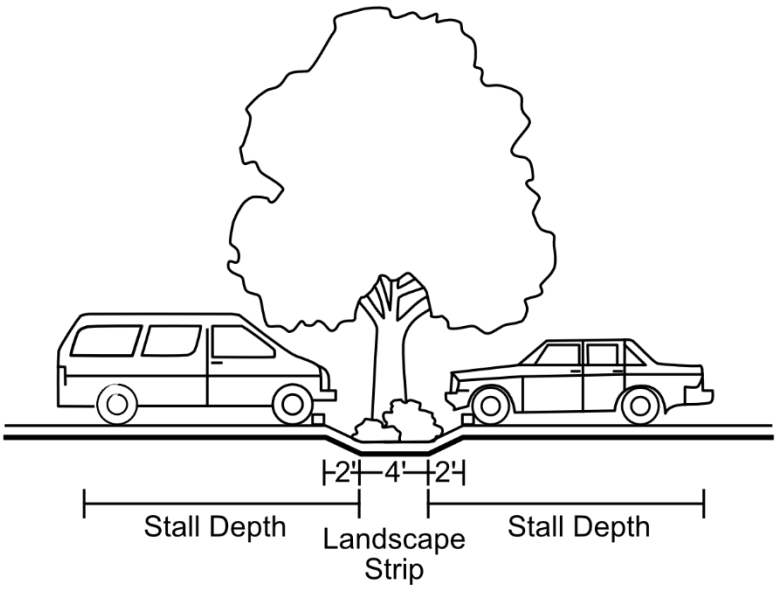


Figure 17C.230-3 Landscaped area at front of parking space

b. Landscaping must be ground cover plants; and

c. The landscaped area counts toward parking lot interior landscaping requirements and toward any overall site landscaping requirements. However, the landscaped area does not count toward perimeter landscaping requirements.

5. Engineering Services Department Review.

The ((~~engineering services department~~)) Engineering Services Department reviews the layout of parking areas for compliance with the curb cut and access restrictions of chapter 17H.010 SMC.

Table 17C.230.140-1
Minimum Parking Space and Aisle Dimensions [1, 2]

Angle (A)	Width (B)	Curb Length (C)	1-way Aisle Width (D)	2-way Aisle Width (D)	Stall Depth (E)
0° (Parallel)	8 ft.	20 ft.	12 ft.	20 ft.	8 ft.
30°	8 ft. 6 in.	17 ft.	12 ft.	20 ft.	15 ft.
45°	8 ft. 6 in.	12 ft.	12 ft.	20 ft.	17 ft.
60°	8 ft. 6 in.	9 ft. 9 in.	16 ft.	20 ft.	17 ft. 6 in.
90°	8 ft. 6 in.	8 ft. 6 in.	20 ft.	20 ft.	16 ft.

Notes:
[1] See Figure 17C.230.140-2.
[2] Dimensions of parking spaces for the disabled are regulated by the building code. See SMC 17C.230.140(E)(3).

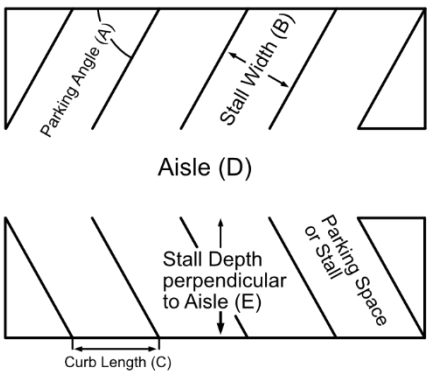
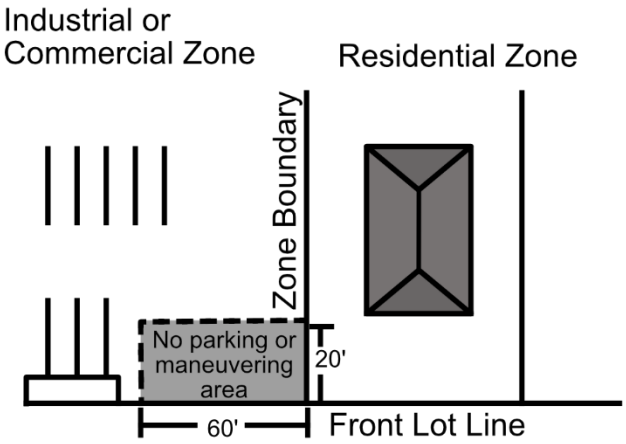


Figure 17C.230-4 Parking Dimension Factors

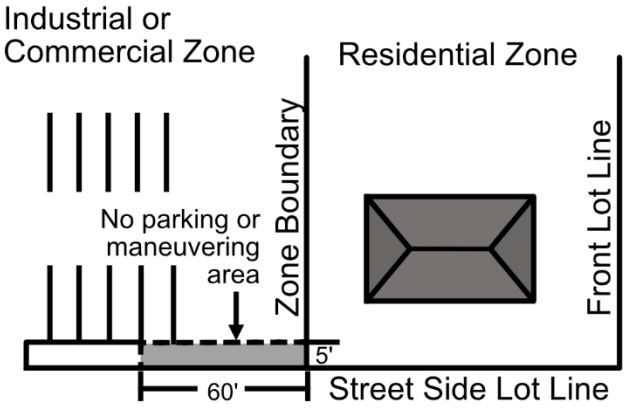
F. Parking Area Setbacks and Landscaping.

1. For parking areas on sites abutting residential zoning districts, parking spaces or maneuvering areas for parking spaces, other than driveways that are perpendicular to the street, are required to be setback a distance equal to the setback specified in SMC 17C.230.145(C)(1) of the adjacent

residential zoning district for the first sixty feet from the zoning district boundary (Figure 17C.230.140-3).



A. Setback adjacent to front lot line



B. Setback adjacent to street lot line.

Figure 17C.230-5 Parking Area Setback

2. All landscaping must comply with the standards of chapter 17C.200 SMC, Landscaping and Screening.

Section 22. That Section 17C.230.300 of the Spokane Municipal Code is amended to read as follows:

Section 17C.230.300 Loading

A. Purpose.

A minimum number of off-street loading spaces are required to ensure adequate

areas for loading for larger uses and developments. These standards ensure that the appearance of loading areas will be consistent with that of parking areas.

B. Loading Standards.

1. Number of Loading Spaces.

The number of loading spaces required is determined by the following table.

Building Uses Include	**Number of Loading Spaces Required for Amount of Each Use**
Less than fifty dwellings units	0
Fifty or more dwelling units	1
Less than twenty thousand square feet of non-residential use	0
Twenty thousand square feet to fifty thousand square feet of non-residential floor area	1
More than fifty thousand square feet of non-residential floor area	2

2. No loading spaces are required on a lot in the congested district((~~, as defined in~~ SMC 16A.04.010~~,~~)) which does not abut an alley.

C. Size of Loading Spaces.

Required loading spaces must be at least twenty-five feet long, ten feet wide, and have a clearance of fourteen feet, unless the ((~~director of building services~~)) Director of Development Services waives the height requirement for good cause.

D. Placement, Setbacks, and Landscaping.

Loading areas must comply with the setback and perimeter landscaping standards stated in chapter 17C.200 SMC, Landscaping and Screening. When parking areas are prohibited or not allowed between a building and a street, loading areas are also prohibited or not allowed.

E. Paving.

In order to control dust and mud, all loading areas must be paved.

Section 23. That Section 17C.300.140 of the Spokane Municipal Code is amended to read as follows:

Section 17C.300.140 ((~~ADU~~)) Accessory Dwelling Unit Expiration

A. Transfer.

In the case where a lot with an ((~~ADU~~)) accessory dwelling unit also has a Short-Term Rental under chapter 17C.316 SMC, an ((~~ADU~~)) accessory dwelling unit permit is not transferable to any other property or any other person except to the new owner of the subject property when the property will be owner occupied.

B. Expiration.

Approval of an ((~~ADU~~)) accessory dwelling unit expires when the:

1. accessory dwelling unit is altered and is thus no longer in conformance with the plans approved by the ((~~building services department~~)) Development Services Department; or

2. property ceases to maintain the required off-street parking spaces for the accessory and principal dwelling units; or

3. in the case where a lot with an ((~~ADU~~)) accessory dwelling unit also has a Short-Term Rental under chapter 17C.316 SMC, legal titleholder of the property ceases to own and reside in either the principal or the accessory dwelling unit.

Section 24. That Section 17D.010.020 of the Spokane Municipal Code is amended to read as follows:

Section 17D.010.020 Concurrency Review

A. Application.

All development permit applications are subject to a concurrency review except those exempted in SMC 17D.010.030. If a concurrency review is conducted for the preliminary plat application, no concurrency review shall be required for the final plat application.

B. Procedures.

The concurrency review will be performed in the processing of the development permit and conducted by the appropriate facility and service providers.

1. The ((~~planning and economic development services department~~)) Planning and Economic Development Services Department shall provide the overall coordination of the concurrency review by notifying the facility and service providers of all applications (not including applications for building permits which

shall be processed and coordinated by the ((~~building services department~~)) Development Services Department in a manner consistent with this chapter) requiring a concurrency review as set forth in subsection (A) of this section; notifying the facility and service providers of all exempted applications which use capacity as set forth in SMC 17G.061.120(B)(3); notifying the applicant of the review results; notifying the facility and service providers of the final outcome (approval or denial) of the development permit; and notifying the facility and service providers of any expired development permits or discontinued certificates of capacity. Failure by the notified facility and service provider to respond shall be construed as a finding that concurrency is met.

2. All facility and service providers shall be responsible for maintaining and monitoring their available and planned capacity.

3. On an annual basis, the Integrated Capital Management Department should coordinate with facility and service providers to identify projects that may be needed in order to accommodate future development and should incorporate such projects in the annual update of the City's Capital Improvement Program.

C. Review.

Development applications that would result in a reduction of a level of service below the minimum level of service standard cannot be approved. For public water, public wastewater (sewer and stormwater), solid waste disposal, and recycling, only available capacity will be used in the concurrency review. For transportation, police protection, fire protection, schools, parks and recreation, and libraries, available and planned capacity will be used in conducting the concurrency review.

1. If the capacity of concurrency facilities, either existing or as planned, is equal to or greater than the capacity required by the development permit ((~~to~~)), the concurrency review is satisfied.

2. If the concurrency review is not passed, the applicant may accept a ninety-day reservation of concurrency facilities that exist and:

a. modify the application to reduce the need for concurrency facilities that do not exist;

b. demonstrate to the service provider's satisfaction that the development will have a lower need for capacity than usual and, therefore, capacity is adequate;

c. arrange with the service provider for the provision of the additional capacity of concurrency facilities required; or

d. appeal the results of the concurrency review to the ((~~hearing examiner~~)) Hearing Examiner in accordance with the provisions of SMC 17D.010.050. The ninety-day

reservation period is tolled from the date an appeal is filed until the date the ((~~hearing examiner~~)) Hearing Examiner signs his written opinion.

D. Concurrency Inquiry

An inquiry may be made as to whether or not capacity exists within concurrency facilities without an accompanying request for a development permit.

1. Fee.

As set forth in SMC 8.02.0696, a fee may be charged for such concurrency review. Any available capacity cannot be reserved.

2. Capacity Letter.

Upon request, the Director of Engineering Services may issue a letter indicating whether capacity is available. Unless reserved through some other process or through a Development Agreement, such letter shall not be legally binding.

Section 25. That Section 17D.060.070 of the Spokane Municipal Code is amended to read as follows:

Section 17D.060.070 Enforcement Authority – Implementation

A. In accord with SMC 17A.010.070(A)(5), the term "director" in this chapter means the ((~~director of wastewater management~~)) Director of Wastewater Management. The ((~~director of wastewater management~~)) Director of Wastewater Management has overall enforcement authority for this chapter, including the authority to issue notices of infraction for violations related to this chapter, and may delegate authority to issue infractions to Wastewater Management staff or functions to other departments as desired. Actions of other officials listed in this chapter is subject to the overall approval of the ((~~director of wastewater management~~)) Director of Wastewater Management.

B. The ((~~engineering services department~~)) Engineering Services Department may enforce stormwater design standards and other applicable specifications relating to the design and installation of onsite stormwater facilities for commercial developments. Issuance of any permit or approval for commercial developments is conditioned upon acceptable documentation by a civil engineer licensed by the State of Washington of the following statements under penalty of perjury on such forms as may be supplied by the department:

1. That the engineer is familiar with all current City of Spokane onsite stormwater facility requirements.

2. That the engineer has personally inspected the stormwater facility site and that it fulfills the requirements applicable to the pending development; and

3. That the development meets or exceeds all applicable municipal requirements relating to onsite stormwater facilities and applicable stormwater and drainage control, as designed, installed, and functioning.

4. In lieu of such certification, the director may require an inspection for stormwater by municipal staff, services billed at an hourly rate of fifty dollars per hour, with a minimum charge of one hundred dollars, anticipating two inspections will be needed.

C. The ((~~building services department~~)) Development Services Department may enforce stormwater design standards and other applicable specifications for residential development. In addition to other applicable fees, a building permit applicant for residential development must pay full costs of services. It is anticipated that at least two inspections will be needed.

D. The ((~~wastewater management department~~)) Wastewater Management Department enforces maintenance requirements for onsite stormwater facilities after installation and determines any questions relating to proper functional level and efficiency of said facilities. Said department develops a record of onsite stormwater facilities locations and takes any enforcement action needed to keep them fully and efficiently functioning. Said department reviews plans or design specifications on file or otherwise accessible to determine the nature and extent of onsite stormwater facility requirements applicable to any specific premises, and may conduct further inquiry and/or site inspections as deemed necessary to enforce said requirements and this chapter.

E. In evaluating decisions under the chapter, the enforcing official may elect to submit any information available to an outside consultant or civil engineer licensed to practice in the State of Washington selected by the City for review at the City's expense. An applicant may likewise have such opinion further reviewed by an independent civil engineer licensed to practice in the State of Washington selected by applicant at the applicant's expense. All final decisions shall be at the enforcing official's sole discretion.

Section 26. That Section 17D.060.140 of the Spokane Municipal Code is amended to read as follows:

Section 17D.060.140 Runoff and Infiltration Controls

A. Runoff and infiltration controls apply in all areas of the City except where exempt or modified.

B. Unless otherwise specified, street and alley paving projects funded by local improvement districts are exempt from the provisions of SMC 17D.060.130 and SMC 17D.060.140.

C. Drainage plans shall be prepared and submitted for review and acceptance for all proposed plats and land disturbing activities prior to issuance of any permits for site disturbance, including but not limited to grading permits and building permits. The Director of Wastewater Management has the authority to waive requirements to the necessity for a drainage plan, but must do so in writing. Factors considered in the evaluation of a waiver request include, but are not limited to:

1. soil characteristics and depth,

2. number of lots,

3. infill development,

4. percent impervious area,

5. pass-through drainage,

6. history and trends of runoff-related problems,

7. depth to ground water.

D. With respect to drainage plans required under subsection (C) of this section:

1. the volume and rate of surface water runoff after new development shall be no greater than the runoff volume and rate leaving the site prior to development, unless the Director of Engineering Services approves the discharge of additional runoff based on a comprehensive drainage plan and down gradient impact study;

2. drainage plans for development proposals in SDDs shall not rely upon infiltration to accommodate the additional runoff resulting from the proposed development. However, approval to use infiltration in part or in whole may be granted by the Director of Engineering Services upon a showing, after assessing new, existing, and cumulative impacts from prior developments, that no adverse impact to the side, adjacent, or down gradient properties would occur;

3. drainage plans submitted for development proposals shall comply with the Spokane Regional Stormwater Manual and the City of Spokane Design Standards, as approved by and on file with the Director of Engineering Services, for the design of onsite stormwater facilities, including any

limitations applicable to any specific SDD;

4. drainage plans shall include identification of all properties to be reserved for onsite stormwater facilities and the location of all natural drainage systems.

E. The developer, property owner, or other responsible, authorized and designated entity acceptable to the Director of Wastewater Management (e.g., a homeowners association) shall be responsible for accepting and maintaining onsite stormwater facilities. The developer shall provide a perpetual maintenance plan, including funding mechanisms and appropriate financial security for such onsite stormwater facilities acceptable to the Director of Wastewater Management.

1. Any private stormwater facilities that receive post-construction stormwater runoff from new development or redevelopment projects which (a) were approved in 2011 or later, and (b) whose disturbance was one acre or more, or projects that were less than one acre and are part of a larger common plan of development or sale, shall be inspected annually by a qualified stormwater professional. Private property owners, or other responsible person, authorized and designated entity shall provide annual certification by a qualified third party that adequate maintenance has been performed and the facilities are operating as designed to protect water quality.

F. New plats shall expressly identify tracts of land devoted to the conveyance and/or disposal of stormwater flows. The location of all on-site stormwater facilities shall meet the requirements of the Spokane Regional Stormwater Manual.

G. Violations of this section shall be enforced as any other violation of this chapter.

Section 27. That Section 17D.060.220 of the Spokane Municipal Code is amended to read as follows:

Section 17D.060.220 Penalties – Further Remedies

A. Violations of this chapter are a violation of municipal stormwater facility standards and subject to penalties as provided in SMC ((~~1.05.160~~)) 01.05.151. Each day of a continuing violation is a new and separate violation.

B. Whenever a nuisance is abated by the City under this chapter, the director shall keep an accurate account of all expenses incurred, any accrued penalties, plus one hundred percent of the contractor's costs or other City costs for each nuisance abated.

C. When a property meets the conditions for costs or penalties as described in this section, the director may seek recovery of all charges in any manner authorized

by law. Remedies herein are in addition to and not in alternative of any other available remedies.

Section 28. That Section 17D.080.100 of the Spokane Municipal Code is amended to read as follows:

Section 17D.080.100 Payment of Fees

A. All developers who choose to pay an impact fee pursuant to this chapter make such payment at the time that the applicable development permit is issued. When a fee has been agreed to at the time of the preliminary plat approval (or other approval not requiring the immediate issuance of a building permit), the developer must agree that the impact fee will be adjusted at the time the development permit is issued in accordance with the appropriate construction price index.

B. The impact fee, initially calculated after application for a development permit, is recalculated at the time of payment if the development is modified or conditioned in such a way so as to alter the direct impact upon the public facilities.

C. A developer may obtain a preliminary determination of the impact fee before receiving approval for development by paying a processing fee, providing the department with the information needed to process the preliminary determination and attending a predevelopment conference or by consultation with the ((~~building services department~~)) Development Services Department.

Section 29. That Section 17D.090.040 of the Spokane Municipal Code is amended to read as follows:

Section 17D.090.040 Applicability

A. This chapter applies to all ground-disturbing activities whether or not a permit is required, unless such activities are otherwise exempted herein. As a condition of issuance of any permits involving activities or matters regulated by this chapter, compliance with the provisions of this chapter, including the referenced regulation manuals in SMC 17D.090.030 is required. All ground-disturbing activities that do not require a permit are also subject to this chapter, including referenced regulation manuals. Although a ground-disturbing activity may not require a permit from the City of Spokane, a permit may be required from state and/or federal agencies.

B. Wherever the requirements of this chapter apply to any other separate municipal permit authority, they are incorporated therein, as additional permit conditions. Such permit authority includes but is not limited to, building or other permits issued by the ((~~building services department~~)) Development Services Department, permits issued by the ((~~planning and economic development services department~~)) Planning and Economic Development Services Department, and

permits issued by the ((~~engineering services department~~)) Engineering Services Department.

C. Whenever conduct regulated by this chapter falls outside a specific municipal regulatory program, it is a violation of this chapter otherwise to engage in any conduct or refrain from acting in accord with the applicable requirements of this chapter.

D. No ground-disturbing activities shall occur on any property until all final grading, erosion sediment control and bonding requirements have been accepted by the director in ((~~accord~~)) accordance with this chapter. As used herein unless otherwise specified, "director" means the ((~~director of wastewater management~~)) Director of Wastewater Management. Said director may delegate functions as desired, subject to said official's overall authority as provided in SMC 17A.010.070(A)(5).

[Cross reference: SMC 17A.010.070, SMC 17D.090.190; Examples of affected permits: ((~~SMC 17F.040.070 and~~)) SMC 17F.040.080]

Section 30. That Section 17D.090.350 of the Spokane Municipal Code is amended to read as follows:

Section 17D.090.350 Penalties – Further Remedies

A. Violations of this chapter are a violation of municipal erosion and sediment control standards and subject to penalties as provided in SMC ((~~1.05.160~~)) 01.05.151. Each day of a continuing violation is a new and separate violation.

B. Whenever a nuisance is abated by the City under this chapter, the director shall keep an accurate account of all expenses incurred, any accrued penalties, plus one hundred percent of contractor's costs or other City costs for each nuisance abated.

C. When a property meets the conditions for costs or penalties as described in this section, the director may seek recovery of all charges in any manner authorized by law. Remedies herein are in addition to and not in alternative of any other available remedies.

Section 31. That Section 17F.010.080 of the Spokane Municipal Code is amended to read as follows:

Section 17F.010.080 Promulgation of Decision

A. Upon Hearing Under the existing Building and Conservation Code.

1. Copies of the findings and order of the ((~~building official~~)) Building Official are posted and served as provided in SMC 17F.010.050(A)(1)(a) and (b), upon all persons having a record interest in the property who have not disclaimed all interest. If, within the time allowed, no appeal is filed, a copy of the ((~~building official's~~)) Building Official's order is filed in the manner of a lis pendens in the office of the Spokane County ((~~auditor~~)) Auditor.

2. Copies of the findings and order of the ((~~hearing examiner~~)) Hearing Examiner are promulgated as provided in subsection (A)(1) of this section. If the order does not require action from which a lien in favor of the City may result, the ((~~building official~~)) Building Official files a cancellation of notice of lis pendens represented by this complaint under SMC 17F.010.050(A)(1)(c).

B. Without Hearing.

Unless otherwise provided by law, and subject to such rules as may be adopted, it is sufficient that the decision on an application under this chapter that does not involve a hearing be filed in the records of the agency and be summarized in writing to the applicant.

1. Building Permits.

Building permits (including such related permits as are described in SMC 17G.010.140) are issued based on the written application and accompanying plans, if any. When the ((~~department of building services~~)) Development Services Department requires modification of an application, it may either require the applicant to resubmit the application or indelibly mark the modification on the application. The work for which a permit is issued is identified by a mark of approval on the application documents, one set of which is retained in the department, and the other set of which is given to the applicant and kept at the site of the work until final inspection and approval.

2. Projecting Structures.

The projection into a public way is shown on the building permit application and plans. When the projection exceeds limits prescribed in Chapter 32 of the International Building Code, or the owner so requests, or the ((~~building official~~)) Building Official so elects, the projection is authorized by the ((~~city council~~)) City Council in the form of an easement which is filed of record in the ((~~county auditor's~~)) Spokane County Auditor's office.

3. Sidewalk Openings.

A permit to install a sidewalk opening is based upon the written application and accompanying plans. When the ((~~engineering services department~~)) Engineering Services Department requires modification of an application, it may either require the applicant to resubmit the application or indelibly mark the modification on the application.

The details of the installation are evidenced by a mark of approval on the application documents, the original of which is kept on file in the ((~~engineering services department~~)) Engineering Services Department, and a copy of which is kept by the applicant at the work site.

4. Fences, Hedges, etc.

The agreement whereby the property owner covenants to remove the encroachment from and restore the right-of-way is filed of record in the ((~~county auditor's~~)) Spokane County Auditor's office.

5. Blaster's License.

The contractor's bond and liability insurance certificate are filed in the ((~~engineering services department~~)) Engineering Services Department, and a copy of the license is furnished to the fire official.

6. Boiler Operator's License.

((~~Engineer's~~)) Engineers', boiler ((~~operator's~~)) operators', and ((~~fireman's~~)) firemen's licenses are conspicuously displayed in the room where the boiler or steam plant to which the license applies is located.

7. Blasting Permit.

A copy of the blasting permit is furnished to the fire official and to such other departments as the ((~~city engineer~~)) City Engineer deems appropriate in the particular case.

8. Building Moving Permit.

Notice that the permit is to be issued as applied for is given by the ((~~department of building services~~)) Development Services Department to the ((~~engineering services department~~)) Engineering Services Department, ((~~traffic division,~~)) ((~~police department~~)) Spokane Police Department and the ((~~utilities~~)) Public Works Division which have received a copy of the application. The original of the permit is given to the applicant, and a copy is retained ((~~in~~)) by the ((~~department of building services~~)) Development Services Department. Bond and insurance documents, if any, are filed with the ((~~department of building services~~)) Development Services Department.

9. Environmental Policy Act.

The proponent of a proposal to which the City has taken action may publish notice of the action by publication on the same day of the week for two consecutive weeks in a legal newspaper of general circulation, by filing notice with the ((~~state department of ecology~~)) Washington State Department of Ecology at its main office, and by mailing through regular first-class mail a notice to the record owners of each parcel adjoining the site or

by posting notice conspicuously on the site.

Section 32. That Section 17F.030.020 of the Spokane Municipal Code is amended to read as follows:

Section 17F.030.020 Definitions

A. ((“Accident” shall mean a failure of the boiler or unfired pressure vessel resulting in personal injury or property loss or an event which renders a boiler or unfired pressure vessel unsafe to return to operation.

B. “Approved” means approved by the boiler inspector. (SMC 17F.030.150).

C. "ASME Code” is the boiler and pressure vessel code of the American Society of Mechanical Engineers with the amendments thereto made and approved by the council of the society which have been adopted.

D. "Automatic operation of a boiler" means full automatic control of all water, fuel, temperature and pressure within the limits set. Controls must be such that the operation follows the demand without interruption. Manual reset may be required when the burner is off because of low water, flame failure, power failure, high temperatures or pressures.

E. "Board" refers to the board of examiners provided in SMC 4.06.110.

F. "Boiler" means a closed vessel used for heating water or other liquid or for generating steam or vapor by direct application of heat from combustible fuels or electricity.

G. "Boiler code" is the Spokane boiler and pressure vessel code, chapter 17F.030 SMC.

H. “BTU" means BTU input firing rate or the BTU input in British thermal units.

I. "City boiler inspector" means a boiler and pressure vessel inspector employed by the City of Spokane.

J. “Certificate of competency" is a certificate issued by the state board of boiler rules to a person who has passed an examination prescribed by the board, or issued by another state having the same qualification and examination standards as the Washington state board of boiler rules.

K. "Commission" means a commission, issued by the National Board of Boiler and Pressure Vessel Inspectors issued to a person holding a valid certificate of competency, which authorizes the person to perform inspections of boilers and/or

~~unfired pressure vessels.~~

~~L. "Condemned boiler or unfired pressure vessel" means a boiler or unfired pressure vessel that has been inspected and declared unsafe or disqualified by legal requirements by an inspector who has applied a stamping or marking designating its condemnation.~~

~~M. "Corrosion" shall mean the destruction or deterioration of a material that results from a reaction with its environment.~~

~~N. "Department" means the City of Spokane development services center.~~

~~O. "Domestic and/or residential purposes" means serving a private residence or an apartment house of less than six families.~~

~~P. "External inspection" is an inspection made while a boiler or vessel is in operation and includes the inspection and demonstration of controls and safety devices required by this chapter.~~

~~Q. "Historical boilers and unfired pressure vessel" shall mean nonstandard boilers and pressure vessels including steam tractors, traction engines, hobby steam boilers, portable steam boilers, and other such boilers or pressure vessels that are preserved, restored, and maintained only for demonstration, viewing, or educational purposes. They do not include miniature hobby boilers as described in RCW 70.79.070.~~

~~R. "Indirect water heater" shall mean a closed vessel appliance used to heat water for use external to itself, which includes a heat exchanger used to transfer heat to water from an external source. The requirements and limits described above shall apply.~~

~~S. "Internal inspection" is an inspection made when the boiler or unfired pressure vessel is shut down and the hand holes, manholes or other inspection openings are open or removed for examination of the interior. An external ultrasonic examination of unfired pressure vessels thirty-six inches inside diameter and under constitutes an internal inspection.~~

~~T. "Low-pressure boiler" is a steam or vapor boiler operating at a pressure not exceeding fifteen psig or a boiler in which water or other fluid is heated and intended for operation at pressures not exceeding one hundred sixty psig or temperatures not exceeding two hundred fifty degrees Fahrenheit by the application of energy from the combustion of fuels or from electricity, solar or nuclear energy including lined portable heaters.~~

U. "Nationwide engineering standard" means a nationally accepted design method, formulae and practice acceptable to the board.

V. "NBIC" means the National Board Inspection Code of the National Board of Boiler and Pressure Vessel Inspectors with addenda and revisions thereto made and approved by the national board and adopted by the board of boiler examiners for the City.

W. "Nonstandard boiler or unfired pressure vessel" means a boiler or unfired pressure vessel that does not bear the markings of the codes adopted in SMC 17F.030.010 and WAC 296-104-200.

X. "Pool heaters" shall mean a gas, oil, or electric appliance that is used to heat water contained in swimming pools, spas, and hot tubs.

1. Pool heaters with energy input equivalent to 399,999 Btu/hr (117.2kw) or less shall be manufactured and certified to ANSI Z21.56, UL1261, CSA 4.7 or equivalent manufacturing standards, as approved by the City inspector, and are excluded from the limit and control devices requirements of WAC 296-104-300 through 294-104-303.
2. Pool heaters with energy input of four hundred thousand Btu/hr and above shall be stamped with an ASME Section IV Code symbol, and the requirements of WAC 296-104-300 through 296-104-303 shall apply.
3. Pool heaters open to the atmosphere are excluded.

Y. "Owner/user" means a person, firm or corporation owning or operating any boiler or unfired pressure vessel within the city.

Z. "Place of public assembly" or "assembly hall" means a building or portion of a building used for the gathering together of fifty or more persons for such purposes as deliberation, education, instruction, worship, entertainment, amusement, drinking or dining, or awaiting transportation. The term also includes child care centers (those agencies which operate for the care of thirteen or more children), public and private hospitals and nursing and boarding homes.

AA. "Power boiler" ("high-pressure boiler") is a boiler in which steam or other vapor is generated at a pressure of more than fifteen psig for use external to itself or a boiler in which water or other fluid is heated and intended for operation at pressures in excess of one hundred sixty psig and/or temperatures in excess of two hundred fifty degrees Fahrenheit by the direct application of energy from the combustion of fuels or from electricity, solar, or nuclear energy.

BB. "Reinstalled boiler or pressure vessel" means a boiler or unfired pressure vessel removed from its original setting and reset at the same location or at a new location without a change of ownership.

~~CC. "Rental boiler" means any power or low-pressure heating boiler that is under a rental contract between owner and user.~~

~~DD. "Second-hand boiler or unfired pressure vessel" means a boiler or unfired pressure vessel of which both the location and ownership have changed after its primary installation.~~

~~EE. "Small high-pressure boiler" means a boiler with an operating pressure exceeding fifteen psig steam, but not exceeding one hundred fifty psig and having less than eight hundred thousand BTU input.~~

~~FF. "Special design" means a design using nationally or intentionally recognized engineering standards other than the codes adopted in SMC 17F.030.010 and WAC 296-104-200.~~

~~GG. "Special inspector" is an inspector holding a state of Washington commission identified under RCW 70.79.130.~~

~~HH. "Standard boiler or unfired pressure vessel" means a boiler or unfired pressure vessel which bears the markings of the codes adopted in SMC 17F.030.010.~~

~~II. "Unfired pressure vessel" is a closed vessel such as air tanks, chiller receivers, hot water storage tanks, expansion tanks, steam cookers, etc under pressure excluding:~~

~~1. Fired process tubular heaters;~~
~~2. Pressure containers which are integral parts of components of rotating or reciprocating mechanical devices where the primary design considerations and/or stresses are derived from the functional requirements of the device;~~
~~3. Piping whose primary function is to transport fluids from one location to another;~~
~~4. Those vessels defined as low-pressure heating boilers or power boilers.~~

~~JJ. "Unfired steam boiler" means a pressure vessel in which steam is generated by an indirect application of heat, not including pressure vessels known as evaporators, heat exchangers or vessels in which steam is generated by the use of heat resulting from the operation of a processing system containing a number of pressure vessels, such as used in the manufacture of chemical and petroleum products, which will be classed as unfired pressure vessels.~~

~~KK. "Water heater" means a closed vessel used for heating water by direct application of heat from combustible fuels or electricity with a nominal water-containing capacity of one hundred twenty gallons or less, having a heat input not exceeding two hundred thousand BTU per hour and operating temperature not exceeding two hundred ten degrees Fahrenheit.~~))

Term	Definition
Accident	means a failure of the boiler or unfired pressure vessel resulting in personal injury or property loss, or an event which renders a boiler or unfired pressure vessel unsafe to return to operation.
Approved	means approved by the boiler inspector. (SMC 17F.030.150).
ASME Code	is the boiler and pressure vessel code of the American Society of Mechanical Engineers, with the amendments thereto made and approved by the council of the society, which have been adopted.
Automatic operation of a boiler	means full automatic control of all water, fuel, temperature and pressure within the limits set. Controls must be such that the operation follows the demand without interruption. Manual reset may be required when the burner is off because of low water, flame failure, power failure, high temperatures or pressures.
Boiler	means a closed vessel used for heating water or other liquid or for generating steam or vapor by direct application of heat from combustible fuels or electricity.
Boiler Code	Spokane Boiler and Pressure Vessel Code, chapter 17F.030 SMC.
BTU	means BTU input firing rate or the BTU input in British thermal units.
City boiler inspector	means a boiler and pressure vessel inspector employed by the City of Spokane.
Certificate of competency	is a certificate issued by the Washington State Board of Boiler Rules to a person who has passed an examination prescribed by the board, or issued by another state having the same qualification and examination standards as the Washington State Board of Boiler Rules.
Commission	means a commission, issued by the National Board of Boiler and Pressure Vessel Inspectors issued to a person holding a valid certificate of competency, which authorizes the person to perform

	inspections of boilers and/or unfired pressure vessels.
Condemned boiler or unfired pressure vessel	means a boiler or unfired pressure vessel that has been inspected and declared unsafe or disqualified by legal requirements by an inspector who has applied a stamping or marking designating its condemnation.
Corrosion	means the destruction or deterioration of a material that results from a reaction with its environment.
Department	means the City of Spokane Development Services Department
Domestic and/or residential purposes	means serving a private residence or an apartment house of less than six families.
External inspection	is an inspection made while a boiler or vessel is in operation and includes the inspection and demonstration of controls and safety devices required by this chapter.
Historical boilers and unfired pressure vessel	means nonstandard boilers and pressure vessels, including steam tractors, traction engines, hobby steam boilers, portable steam boilers, and other such boilers or pressure vessels that are preserved, restored, and maintained only for demonstration, viewing, or educational purposes. They do not include miniature hobby boilers as described in RCW 70.79.070.
Indirect water heater	means a closed vessel appliance used to heat water for use external to itself, which includes a heat exchanger used to transfer heat to water from an external source. The requirements and limits described above shall apply.
Internal inspection	is an inspection made when the boiler or unfired pressure vessel is shut down, and the hand holes, manholes, or other inspection openings are open or removed for examination of the interior. An external ultrasonic examination of unfired pressure vessels thirty-six inches inside diameter and under constitutes an internal inspection.

Low-pressure boiler	is a steam or vapor boiler operating at a pressure not exceeding fifteen psig or a boiler in which water or other fluid is heated and intended for operation at pressures not exceeding one hundred sixty psig or temperatures not exceeding two hundred fifty degrees Fahrenheit by the application of energy from the combustion of fuels or from electricity, solar or nuclear energy including lined portable heaters.
Nationwide engineering standard	means a nationally accepted design method, formulae and practice acceptable to the board.
NBIC	means the National Board Inspection Code of the National Board of Boiler and Pressure Vessel Inspectors, with addenda and revisions thereto made and approved by the national board and adopted by the City.
Nonstandard boiler or unfired pressure vessel	means a boiler or unfired pressure vessel that does not bear the markings of the codes adopted in SMC 17F.030.010 and WAC 296-104-200.
Pool Heaters	means a gas, oil, or electric appliance that is used to heat water contained in swimming pools, spas, and hot tubs. • Pool heaters with energy input equivalent to 399,999 Btu/hr (117.2kw) or less shall be manufactured and certified to ANSI Z21.56, UL1261, CSA 4.7 or equivalent manufacturing standards, as approved by the City inspector, and are excluded from the limit and control devices requirements of WAC 296-104-300 through 294-104-303. • Pool heaters with energy input of four hundred thousand Btu/hr and above shall be stamped with an ASME Section IV Code symbol, and the requirements of WAC 296-104-300 through 296-104-303 shall

	apply. • Pool heaters open to the atmosphere are excluded.
Owner/user	means a person, firm, or corporation owning or operating any boiler or unfired pressure vessel within the city of Spokane.
Place of public assembly/assembly hall	means a building or portion of a building used for the gathering together of fifty or more persons for such purposes as deliberation, education, instruction, worship, entertainment, amusement, drinking or dining, or awaiting transportation. The term also includes child care centers (those agencies that operate for the care of thirteen or more children), public and private hospitals, and nursing and boarding homes.
Power boiler ("high-pressure boiler")	is a boiler in which steam or other vapor is generated at a pressure of more than fifteen psig for use external to itself or a boiler in which water or other fluid is heated and intended for operation at pressures in excess of one hundred sixty psig and/or temperatures in excess of two hundred fifty degrees Fahrenheit by the direct application of energy from the combustion of fuels or from electricity, solar, or nuclear energy.
Reinstalled boiler or pressure vessel	means a boiler or unfired pressure vessel removed from its original setting and reset at the same location or at a new location without a change of ownership.
Rental boiler	means any power or low-pressure heating boiler that is under a rental contract between owner and user.
Second-hand boiler or unfired pressure vessel	means a boiler or unfired pressure vessel of which both the location and ownership have changed after its primary installation.
Small high-pressure boiler	means a boiler with an operating pressure exceeding fifteen psig steam, but not exceeding one hundred fifty psig and having less than eight hundred thousand BTU input.
Special design	means a design using nationally or intentionally recognized engineering

	standards other than the codes adopted in SMC 17F.030.010 and WAC 296-104-200
Special inspector	is an inspector holding a state of Washington commission identified under RCW 70.79.130.
Standard boiler or unfired pressure vessel	means a boiler or unfired pressure vessel which bears the markings of the codes adopted in SMC 17F.030.010.
Unfired pressure vessel	is a closed vessel such as air tanks, chiller receivers, hot water storage tanks, expansion tanks, steam cookers, etc under pressure, excluding: 1. Fired process tubular heaters; 2. Pressure containers which are integral parts of components of rotating or reciprocating mechanical devices where the primary design considerations and/or stresses are derived from the functional requirements of the device; 3. Piping whose primary function is to transport fluids from one location to another; 4. Those vessels defined as low-pressure heating boilers or power boilers.
Unfired steam boiler	means a pressure vessel in which steam is generated by an indirect application of heat, not including pressure vessels known as evaporators, heat exchangers or vessels in which steam is generated by the use of heat resulting from the operation of a processing system containing a number of pressure vessels, such as used in the manufacture of chemical and petroleum products, which will be classed as unfired pressure vessels.
Water heater	means a closed vessel used for heating water by direct application of heat from combustible fuels or electricity with a

	nominal water-containing capacity of one hundred twenty gallons or less, having a heat input not exceeding two hundred thousand BTU per hour and operating temperature not exceeding two hundred ten degrees Fahrenheit.

Section 33. That Section 17F.030.040 of the Spokane Municipal Code is amended to read as follows:

Section 17F.030.040 Installation Permit

No person may install or allow to be installed within the City any boiler or pressure vessel without an installation permit from the ((~~building services department~~)) Development Services Department. The fee for each permit and for other activities related to the enforcement of this chapter shall be as set forth in SMC 8.02.030.

Section 34. That Section 17F.040.085 of the Spokane Municipal Code is amended to read as follows:

Section 17F.040.085 Sublevel Construction Controls

A. Sublevel design and construction controls as set forth in below((~~,~~)) shall apply in all SDDs, except where expressly exempted pursuant to SMC 17D.060.170.

   1. This exemption may apply to a subdivision as a whole or to individual lots.

   2. In specific cases restrictions on building location or other conditions may be imposed as a condition of exemption.

   3. Exemptions shall be supported by a sublevel geotechnical study.

      a. The requirement for a geotechnical study may be waived by the ((~~director of building services~~)) Director of Development Services upon a showing that the purpose and findings set forth in SMC 17D.060.010 are adequately addressed.

   4. If an exemption is granted the conditions set forth in subsection (C) of this section do not apply.

B. Sublevel structures shall be defined as any finished or unfinished floor level of any structure, or addition thereto, that is not elevated a minimum of twelve inches above the highest elevation of finished grade.

1. “Finished grade” is defined as the elevation of an imaginary line located a distance of five feet from the perimeter of the foundation of the structure.
2. Garages and paved driveway access from the garage shall be exempt from the finished grade requirement.
3. The structure shall meet all requirements of the International Building Code, as adopted by the City of Spokane, for drainage and slope setback. Non-exempt sublevel structures will not be permitted unless requirements set forth in subsection (C) of this section are met.

C. Sublevel Structure Requirements.

1. A site-specific geotechnical analysis shall be performed by a civil engineer currently licensed in the State of Washington qualified in geotechnical engineering. The geotechnical engineer shall consider subsurface information accessible from the City of Spokane and Spokane County for surrounding properties in the evaluation of the feasibility of the construction of sublevel structures. In reviewing the sufficiency of submissions under this provision, the director may also consider information and prior geotechnical subsurface studies presented at the time of platting or in other earlier development phases. A party may also request consideration of pre-approval of the requirements of this section at the time of platting or an earlier development phase if sufficient information is available.
2. Sublevel structures shall be designed by an architect registered with the State of Washington or a civil engineer licensed to practice in the State of Washington (design professional). The design shall incorporate current engineering practices and technology (e.g., sub-surface drains, sealant, and positive drainage away from the structure), and the recommendations of the geotechnical study, if any.
    a. The design professional or permit holder shall conduct an inspection to evaluate and assess that the sublevel construction conforms to the design. The City shall provide a form for documenting such an assessment.
3. The City, its officers, and employees shall not be responsible for nor assume any liability for any claim for loss or liability arising out of flooding, drainage, or surface or subsurface water problems resulting from construction upon and/or landscaping of the property in question.

Section 35. That Section 17F.060.020 of the Spokane Municipal Code is amended to read as follows:

Section 17F.060.020 Installation Permit

A. No person may construct, erect, place, install, or alter any elevator, dumb waiter, escalator, temporary personnel hoist, platform lift, stair climber, material lift or moving walk or related equipment without first securing a permit from the ((~~building services department~~)) Development Services Department.

B. The applicant for a permit must file with the inspector a copy of the plans and specifications showing details of the new installation or addition to an existing installation. Submitted plans are also reviewed by ((~~City of Spokane Plans Reviewers~~)) the Development Services Department for compliance with other adopted codes.

Section 36. That Section 17F.070.420 of the Spokane Municipal Code is amended to read as follows:

Section 17F.070.420 Complaint – Content

A. Whenever the building inspector, upon inspection and any other investigation as may be done, finds a building or premises to be in violation of this chapter, he prepares a written complaint:

1. specifying the violations; and
2. stating his determination that the property is a boarded-up building, substandard building, unfit building, or otherwise a public nuisance; and
3. giving notice of a hearing before the ((~~director of building services~~)) Building Official at a time and place stated; and
4. advising that any interested person may file an answer to the complaint and appear and be heard at the hearing; and
5. advising that a copy of the complaint will be filed of record in the office of the ((~~Spokane County auditor~~)) Spokane County Auditor.

B. Whenever the building inspector and fire inspector, upon investigation, find a building or portion to be in violation of the requirements of this chapter for apartment and hotel buildings over two stories in height, they prepare an inspection report:

1. containing a detailed list of deficiencies, including citations to the appropriate code or regulation sections;
2. giving a timetable for correction; and
3. requiring a written response or notice of appeal within thirty days.

Section 37. That Section 17F.070.440 of the Spokane Municipal Code is amended to read as follows:

Section 17F.070.440 ((~~Departmental~~)) Building Official Hearing

A. Unless arrangements satisfactory to the ((~~director of building services~~)) Building Official are made for the repair, vacation, demolition, or other necessary disposition of the property prior to the time fixed in the complaint under SMC 17F.070.420(A) for the hearing, the ((~~director~~)) Building Official holds a hearing. Based on the complaint, any answer to the complaint and any evidence presented, the ((~~director~~)) Building Official:

1. determines whether the building is boarded up, substandard, unfit, abandoned, or otherwise a nuisance and subject to an annual hearing processing fee. This fee may be assessed annually after a hearing to determine if the building remains as a boarded up, substandard, unfit, abandoned, or nuisance. The ((~~building official~~)) Building Official may also assess the annual monitoring fee if the building is abandoned, unsecured, or otherwise a nuisance;

2. determines what action must be taken by the owner (such as repair and rehabilitation, vacation, demolition) to render the property in compliance with this chapter; and

3. after the hearing, prepares in writing findings in support of ((~~his~~)) their determinations and an order directing the owner to take specified corrective action within a specified time.

B. An interested person may appeal an inspection report regarding apartment and hotel buildings over two stories in height under SMC 17F.070.420(B) to the ((~~director of building services~~)) Building Official and fire official by filing, within thirty days of service, with the ((~~director~~)) Building Official a written notice of appeal, specifying the provisions appealed from and the grounds of the appeal. If an appeal is filed, the ((~~director~~)) Building Official and fire official set a time and place for hearing, within fifteen days unless otherwise agreed to, and advise the appellant by any appropriate means. Based on the evidence at the hearing the ((~~director~~)) Building Official and the fire official may:

1. affirm or reverse the findings or rulings in the inspection report;

2. grant a variance; or

3. make some adjustment of the required corrective action or the time for corrective action, imposing such conditions as necessary to assure reasonable safety.

Section 38. That Section 17F.070.450 of the Spokane Municipal Code is amended to read as follows:

Section 17F.070.450 Effect of Hearing Order

A. The order made at the hearing before the ((~~director of building services~~)) Building Official under SMC 17F.070.440(A) and the order upon the appeal hearing before the ((~~director of building services~~)) Building Official and fire official under SMC 17F.070.440(B), and the notice of right of appeal, are served upon the parties in the manner provided in SMC 17F.010.050.

B. If no appeal be filed from the order of the ((~~director~~)) Building Official within the time allowed, the ((~~building services department~~)) Development Services Department files a certified copy of the order with the ((~~county auditor~~)) Spokane County Auditor as a supplement to the lis pendens previously filed. Thereafter such final order serves as a basis for any further judicial or administrative action, including the assessment against the property of any costs and expenses of the ((~~city~~)) City in taking action to effect the order and bring the property into compliance.

Section 39. That Section 17F.080.050 of the Spokane Municipal Code is amended to read as follows:

Section 17F.080.050 Fire Equipment Permit

A. In addition to any building, electrical, plumbing, or other permit issued by the ((~~building services department~~)) Development Services Department, a person needs a permit from the fire official to install, alter, or repair required fire protection or fire detection systems or equipment ((~~which~~)) that is regulated by this code.

    1. The equipment to which this section applies includes, but is not limited to, any:

        a. Code-required fire alarm,

        b. Sprinkler,

        c. Standpipe,

        d. Range hood, or

        e. Other extinguishing system.

    2. Non-required systems are further defined below.

    3. A permit shall not be issued until payment of the permit fee, approval of plans where required, and payment of the appropriate plan check fee.

4. If the Washington State fire marshal has charged a plan check fee for equipment he has approved, the applicant will not be charged a plan check fee for the same submittal by the City fire official.

B. In order to verify, as provided in SMC 8.02.034, the value of the work upon which the permit and inspection fees are based, the fire official may require from the installer or from the owner of the property a verified copy of the invoice.

1. Should it appear that an installer is understating the value of the work, and thereby underpaying the fees, the fire official may suspend the installer's right to receive a permit for up to six months.

2. Upon a second instance of undervaluation, suspension may be for up to one year.

C. Non-required fire alarm or fire sprinkler systems are those that are installed in a facility when they are not required by code. Non-required systems do not need to be submitted for review or permit, unless it is desired by the building owner. Non-required systems are required to be installed by a Spokane Fire Department registered contractor.

Exceptions.

1. Fire sprinkler systems with seven or more heads.

2. Inert gas suppression systems.

D. Non-required fire alarm and fire sprinkler systems that are submitted for review by the Spokane Fire Department shall be in accordance with NFPA 13, 13R, and 13D, NFPA 72, and the Spokane Municipal Code. Non-required systems will not be tracked for renewal on an annual basis unless requested by the owner or authorized representative.

Section 40. That Section 17F.090.050 of the Spokane Municipal Code is amended to read as follows:

Section 17F.090.050 Conversion Burners

In addition to IMC Section 107, no person may put a gas-fired conversion burner into final operation until the burners and controls have been tested and adjusted within the limits prescribed by the ((~~building services department~~)) Development Services Department and the gas utility and until a copy of a satisfactory conversion burner test record is filed with the mechanical inspector prior to or at the time of final inspection.

Section 41. That Section 17G.010.030 of the Spokane Municipal Code is amended to read as follows:

Section 17G.010.030 Expiration of Building Permits

A. Every permit issued by the ((~~building services department~~)) Development Services Department under the provisions of this code will expire by limitation and become null and void if the work authorized by such permit is not commenced within one hundred eighty days from the date of such permit. Evidence of commencement would be an inspection entry on an issued permit or verification via a physical site visit by the Building Official or their representative.

B. Issued permits in which work has commenced within one hundred eighty days of issuance are valid for two calendar years from issuance date.

C. Courtesy Notices are sent in the mail to permit holders at least thirty days or more prior to the first expiration date, telling the permit holder to call for inspections or request for extensions if additional time is needed. If the permit holder fails to obtain the necessary inspections or request extensions by the permit expiration date, the work will be presumed to be abandoned, and the permit will expire by default.

D. A permittee holding an unexpired permit may apply for an extension of the time within which ((~~he~~)) they may commence work under that permit when he is unable to commence work within the time required by this section for good and satisfactory reasons. The ((~~building official~~)) Building Official may extend the time for action by the permittee for a period not exceeding one hundred eighty days upon written or verbal request by the permittee identifying the circumstances necessary for the extension request.

E. In order to renew action on a permit after expiration, the permittee must pay a new permit fee. Guidelines in SMC 8.02.031(U) will be followed.

Section 42. That Section 17G.010.100 of the Spokane Municipal Code is amended to read as follows:

Section 17G.010.100 Types of Permits

A. Construction and Development.

1. A person needs a building permit (which may be in the form of a factory-built or manufactured housing permit as well as a standard building permit) and also, depending upon the circumstances of the particular case, some combination of demolition, grading, sign, swimming pool, parking lot, and site preparation, building moving and relocation, street encroachment, boiler installation and operating, electrical, elevator installation and operating, storage tank installation, private fire hydrant installation, mechanical, plumbing, side sewer installation and connection, water line tapping, shoreline development permits, flood management permits, street

address assignment, and a variety of similar approvals for new construction or placement, alteration, repair or demolition of a building, structure or other improvement to land; and for the new installation, alteration, repair or operation of a building's boiler, electrical, elevator, fire protection, mechanical and plumbing systems.

a. Private fire hydrants are approved by the ((~~department of water and hydroelectric services~~)) Water and Hydroelectric Services Department based on compliance with design standards and regulations established by the fire official and the ((~~director of engineering services~~)) Director of Engineering Services.

b. Side sewers and connections are approved by the ((~~engineering services department~~)) Engineering Services Department based on compliance with the sewer code.

c. Storage tank permits are issued by the fire official based on compliance with the fire code and various environmental and aquifer protection measures.

d. Water line taps are approved by the ((~~engineering services department~~)) Engineering Services Department based on review by the ((~~water and hydroelectric services department~~)) Water and Hydroelectric Services Department and compliance with the water code.

e. Street addresses are assigned by the ((~~engineering services department~~)) Engineering Services Department.

f. Type II permits, as specified in chapter 17G.061 SMC are issued by the ((~~planning and economic development services director~~)) Director of Planning Services and Type III permits as specified in chapter 17G.061 SMC are granted by the ((~~hearing examiner~~)) Hearing Examiner. Shorelines permits are subject to approval by the ((~~state department of ecology~~)) Washington State Department of Ecology.

g. Commercial driveway permits are issued by the ((~~engineering services director~~)) Director of Engineering Services.

h. The other building and development permits are issued by the ((~~department of building services~~)) Development Services Department, ((~~planning and economic development services department~~)) Planning and Economic Development Services Department, and ((~~engineering services department~~)) Engineering Services Department based on compliance of the application, plans, specifications, diagrams and drawings with the requirements of the

applicable provisions of this title and any rules and regulations promulgated thereunder.

i. Flood management permits are issued by the ((~~planning and economic development services director~~)) Director of Planning Services and subject to approval by the Washington State ((~~department of ecology~~)) Department of Ecology and the Federal Emergency Management Act's National Flood Insurance Program.

j. A separate demolition permit shall be issued with each building permit ((~~which~~)) that involves any demolition activities.

2. A person needs an approved plat, binding site plan, or short plat to divide or segregate a parcel of land into two or more lots or parcels for such purposes as sale or lease, unless the activity is specifically exempted under SMC 17G.080.020(B). A person needs an approved conditional use permit or planned unit development to group or cluster buildings on a lot or combination of lots.

a. Conditional use permits, plans-in-lieu of compliance, and certificates of compliance are approved by the ((~~hearing examiner~~)) Hearing Examiner or the ((~~planning and economic development services director~~)) Director of Planning Services, ((~~as specified in chapter 11.19 SMC,~~)) and planned unit developments are approved by the ((~~hearing examiner~~)) Hearing Examiner on the basis of compliance of the plans with the applicable provisions of this title and pertinent rules and regulations.

b. Plats are approved by the ((~~hearing examiner~~)) Hearing Examiner; short plats, binding site plans, and boundary line adjustments are approved by the ((~~planning and economic development services director~~)) Director of Planning Services on the basis of compliance with the applicable provisions of this title and administrative rules and regulations.

c. Preliminary planned unit developments are approved by the ((~~hearing examiner~~)) Hearing Examiner.

d. Variances are approved by the ((~~hearing examiner~~)) Hearing Examiner.

3. A person needs approval to construct, install, alter, or relocate any building or structure, or some part or equipment thereof, within, beneath, or over the right-of-way of a public way. Approval is given by the ((~~department of building services~~)) Development Services Department in accordance with the building code, flood insurance regulations, utilities code, and various other laws relating to streets and highways, utilities, traffic, and public safety.

When design review is required pursuant to chapter 17G.040 SMC, the approval of the ((~~planning and economic development services director~~)) Director of Planning Services is also required.

4. A person may need additional approvals determined by the use classification, occupancy group, construction type, size, location, or other feature of a building, structure, or activity, including structures located in the one-hundred-year floodplain. Such special approvals issue from numerous federal, state, regional, or local public agencies based on a variety of laws.

B. Use and Occupancy of Property.

1. A person needs a certificate of occupancy to establish or change, or allow to be established or changed, any occupancy of land or any building or portion thereof. A certificate of occupancy is issued by the ((~~department of building services~~)) Development Services Department with approval of the ((~~fire~~)) Spokane Fire Department and ((~~planning and economic development services~~)) Planning and Economic Development Services Department when the occupancy complies with the building code, fire code, and the land use codes.

2. A person needs a variance or a certificate of compliance from the ((~~planning and economic development services director~~)) Director of Planning Services or ((~~hearing examiner~~)) Hearing Examiner to render lawful proposed or existing structures which do not comply with the locational or dimensional standards of the zoning code, shoreline master program or flood hazard ordinance.

3. A person needs the proper zoning classification (or design plan designation) and, in some cases, a conditional use permit or planned unit development approval to establish or maintain, or allow to be established or maintained, any use of land and buildings.

    a. Zone classifications are established by the ((~~city council~~)) City Council upon recommendation of the ((~~plan commission~~)) Plan Commission or ((~~hearing examiner~~)) Hearing Examiner.

    b. Conditional use permits are granted by the ((~~planning services director~~)) Director of Planning Services or the ((~~hearing examiner~~)) Hearing Examiner.

    c. Preliminary planned unit developments are approved by the ((~~hearing examiner~~)) Hearing Examiner. Final planned unit developments are subject to approval by ordinance of the ((~~city council~~)) City Council. Plans-in-lieu of compliance are approved by the ((~~planning and economic development services director~~)) Director of Planning Services or ((~~hearing examiner~~)) Hearing

Examiner in accordance with the comprehensive plan, zoning code, and environmental policy code.

4. A person may need special approvals, which may include bonds or other security devices, and may be required to meet various conditions and standards, to establish, change, or maintain certain uses, occupations, or activities upon property, depending upon the definition of the activity, as provided by numerous federal, state, regional and local regulatory programs.

5. A person is required to maintain buildings, land, and premises in satisfaction of minimum standards prescribed by the existing buildings and conservation code, the fire code, conditions imposed under the land use codes, and various other laws relating to public health and safety and nuisance.

C. Construction Activities and Contractors.

1. General and specialty contractors are required to be registered with the state under chapter 18.27 RCW, and such registration is a prerequisite for the issuance of any building permit. Some contractors are also subject to special regulations by the state. A person needs a license from the City to operate as a contractor using explosives. The blaster's license is issued by the ((~~director of engineering services~~)) Director of Engineering Services and may be revoked by the ((~~director of engineering services~~)) Director of Engineering Services or by the fire official under the license code.

2. A person needs a permit, license, or certificate to practice the trade or be engaged in the occupation of:

   a. Installing or servicing heating, cooling, and ventilating systems;

   b. Operating steam boilers; or

   c. Operating aircraft refueler units.

   d. Such licenses are issued by the ((~~department of building services~~)) Development Services Department in accordance with the standards set forth in the license code or by the fire official as provided in the fire code.

3. A person needs a permit, license, or certificate to practice the trade or be engaged in the occupation of:

   a. Installing, or servicing, or using gas or oil fuels;

   b. Maintaining or altering fire equipment systems;

   c. Testing underground storage tanks.

d. Such licenses are issued by the ((~~fire department~~)) Spokane Fire Department in accordance with the standards set forth in the license code or by the fire official as provided in the fire code.

4. In addition to a building permit or land use permit, a person needs a specific permit for:

   a. Blasting,

   b. Moving a building,

   c. Installing or connecting a sewer,

   d. Installing or altering fire protection or detection equipment, and

   e. Obstructing a street.

Section 43. That Section 17G.010.140 of the Spokane Municipal Code is amended to read as follows:

Section 17G.010.140 Applicant Requirements

Applications for ministerial permits categorically exempt from the threshold determination requirements of the ((~~state environmental policy act~~)) State Environmental Policy Act (SEPA) are submitted to the permit authority, reviewed according to the provisions of this title or Spokane Municipal Code chapters. Depending upon the nature of the application, the permit authority might be the ((~~building official~~)) Building Official, fire official, ((~~street director~~)) Director of Streets, ((~~planning and economic development services director~~)) Director of Planning Services, or ((~~engineering services director~~)) Engineering Services Director.

A. An applicant for building (and/or boiler, electrical, elevator, grading, mechanical, plumbing, sign) permit shall pay the prescribed fees and file an application upon forms furnished by the ((~~department of building services~~)) Development Services Department, which application:

   1. identifies and describes the work to be covered by the permit;

   2. describes the property on which the proposed work is to be done by legal description and street address assigned by ((~~engineering services~~)) the Engineering Services Department or similar description that will readily identify and definitely locate the proposed building or work;

   3. indicates the use or occupancy for which the proposed work is intended;

   4. is accompanied by plans, diagrams, computations, ((~~and~~)) specifications, and other data as required;

5. states the valuation of any new building or structure or any addition, remodeling, or alteration to an existing building; and

6. identifies by name the owner and occupant of the premises.

B. The applicant shall submit with each application, plans, engineering calculations, diagrams, specifications, and other data as necessary, drawn to scale, where applicable, upon substantial paper or cloth by a registered architect or professional engineer of sufficient clarity to indicate the location, nature and extent of the work proposed, and showing in detail that the work will conform to the provisions of all applicable laws. The data to be submitted under this subsection include, in the case of:

1. an electrical permit, the nature and kind of electric wiring, apparatus, fixtures, and equipment to be installed, altered, or extended;

2. installation of a boiler or unfired pressure vessel, manufacturer's data reports;

3. a permit for a sign, the location of the property line and building line, curb distance, and height above grade;

4. a building permit, a plot plan to scale showing the actual dimensions of the lot and the size, use, and location of existing and proposed buildings;

5. street obstruction or construction permission where design review is required pursuant to chapter 17G.040 SMC, a written statement from the ((~~planning and economic development services director~~)) Director of Planning Services indicating compliance with the design review process.

C. The ((~~building official~~)) Building Official may waive or modify the requirements for an application as the nature of the work applied for dictates.

Section 44. That Section 17G.010.150 of the Spokane Municipal Code is amended to read as follows:

Section 17G.010.150 Special Application Requirements for Commercial Building Permits

A. General.

An owner, or the owner's architect, engineer, or other agent, should consult with the ((~~departments of building services~~)) Development Services Department, ((~~engineering services~~)) Engineering Services Department, and ((~~planning and economic development services~~)) Planning and Economic Development Services Department ((~~prior to~~)) before submitting an application for a commercial building permit ((~~for the purpose of identifying~~)) to identify any peculiar considerations and discussing any special requirements. The

owner, or the owner's architect, engineer, or other agent, must submit ten prints of the site plan, and three each of the architectural plan, structural plan, and mechanical plan stamped by an architect or engineer licensed in the State of Washington, to the ((~~department of building services~~)) Development Services Department. The ((~~department of building services~~)) Development Services Department transmits copies of the print to other departments and agencies as appropriate. The following information is required for a complete application for a commercial building permit. The information needs to be provided on the site plan or front sheet of plans in the numbered order given. The ((~~building official~~)) Building Official may waive or modify specific submittal requirements determined to be unnecessary for review of an application.

1. Name of project and date of application.
2. Official street address. If an official street address has not been assigned, it must be obtained from the ((~~engineering services department~~)) Engineering Services Department.
3. Name, address, and phone number of the architect.
4. Name, address, and phone number of the owner and agent.
5. Name, address, and phone number of the tenant.
6. Name, address, and phone number of the engineer(s).
7. Name, address, and phone number of the consultant(s).
8. Name, address, and phone number of the contractor(s).
9. Name, address, and phone number of the contact person.
10. Project type, new, remodel, addition, or alteration.
11. Existing use of lot and/or building.
12. Proposed use(s).
13. Number of dwelling units.
14. Occupancy group and division.
15. Construction type required.
16. Building allowable height and area.
17. Building height (both in feet and number of stories).
18. Basement floor area and occupant load.
19. Ground floor area and occupant load.

20. Floor area of each story above ground floor and occupant load (list each story individually).
21. Total floor area, including basements and occupied roofs.
22. Valuation.
23. SEPA checklist, if required.
24. Critical materials, if involved.
25. HMMP plan submitted, if required.
26. Floodplain designation, elevation of the first habitable floor, and certification of flood proofing measures, if applicable.

B. The following zoning information is to be included on the plan cover sheet or site plan:

1. List dates of hearings during which any of the following were granted:
    a. Zone change to construct a specific plan, including “L” agreements.
    b. Conditional use permit.
    c. Variance (list) or certificate of compliance.
    d. Plans-in-lieu of compliance.
    e. Planned unit development or manufactured home park; or
    f. Binding site plan.
2. Special Regulations.

Note any of the following permits, approvals, or restrictions:

a. Design zones.
b. Shoreline/Riverfront district.
c. Height district.
d. Historic district or building on the local, state, or national register.
e. Any hazard areas (airport, critical area).
f. Any previous environmental declarations on the project; or
g. Design review.

3. Use zone of lot(s).
4. Use zones of adjacent lots to the north, south, east, and west of the site.

5. Lot area (square feet).
6. Percent of lot covered by building(s).
7. Area of lot covered by hard surfacing of any kind.
8. Parking and loading stalls, number required and number provided, number of barrier-free parking spaces required and provided according to WAC 51-40-005, number of van stalls required and provided.
9. Setbacks and yards: List of required and provided yards for each building shown on the plan, and special setbacks required by an approved final plat, binding site plan, or zoning agreement.
10. Easements, vacations, agreements related to property.

C. The following information is required on the architectural site plan, even though it may duplicate other site plans.

1. Vicinity map to show area location. Key plan for partial site work.
2. Complete finished grading of the entire site and outlines of all structures. Provide topographic lines on sloping sites and affected adjacent sites, giving new and existing grades.
3. Lay out all information to standard architectural or engineering scales. Establish north point.
4. Show utility service lines with all mains and branches from streets to each unit or device served. Show sizes and materials on each sewer, water, and gas line on the plan, and each meter, shut-off, disconnect, connection box or vault, panel, check valve, cleanout, and related device to utility services. Locate all required fire hydrants, building pumper connections, and standpipe connections at the building on the street side. Show electric utility and phone line overhead or underground.
5. Relate grade elevations and floor lines to the nearest City benchmark. Reference to an established point of elevation may be used on existing buildings.
6. Show on site plan all outline dimensions of the building and distance to property lines. Show on the site plan location and dimensions and show angles in degrees for the following:
    a. Property lines and adjacent zoning of property (N, S, E, W). Show any changes in zoning along property lines.
    b. Streets, alleys, curb breaks, adjacent property curb breaks (must be a minimum of five feet from property lines), street lights, signs, meters, or planting on sidewalk or parking strips, on-site curbing.

c. Driveways, paving, curbing, sidewalks, and street corner curb ramp (WAC 236-60-060), each City standard catch basin, depressed lawns. Show ((~~fire department~~)) Fire Department apparatus access to within one hundred fifty feet of any structure. 1:48 maximum side slope on sidewalks.

d. Parking layouts: Parking stalls and number each stall, or number blocks of stalls and give total. Locate off-street loading.

e. Front, side, and rear yards, and special setbacks for zoning and minimum clearances to the property line required for wall openings or construction type.

f. Recreation areas, planting strips, lawns.

g. Ornamental masonry and lightproof walls, landscaping buffers, and screening of outdoor storage of materials, wastes, equipment, or trash receptacles.

h. Location of outdoor lighting on building and in yards.

i. Identification or outdoor advertising signs. Note size and exact location.

j. Indicate rainwater disposal from building and from all property areas, to City-standard catch basins on the property. Give catch basin depths (in feet) and necessary site grading, contours, and slopes to ((~~insure~~)) ensure disposal of water to on-site drains. Paved parking areas require drainage swales. See the ((~~department of engineering services~~)) Engineering Services Department for the procedure before completing the drainage plan.

k. Maximum one hundred fifty foot distance to nearest fire hydrant from building perimeter (all points).

l. Additional information necessary for presentation, interpretation, or review of the project may be submitted or required in special cases.

7. The format of the plans shall be as follows:

a. Plan drawings, elevations, sections and details of architectural, structural, mechanical and electrical plans shall be drawn to standard architectural scales (one-sixteenth inch, one-eighth inch, one-fourth inch, one-half inch, one inch, one and one-half inch, three-inch; please do not use three-eighth-inch or three-quarter- inch scales for code compliance), and standard engineer scales (one inch equals ten feet, twenty feet, thirty feet, forty feet, fifty feet). Plans should be

oriented with north at the top of the sheet. Plans must have printing and lettering clear, distinct, and suitable for microfilm.

b. All plans, elevations, sections, and details shall be fully dimensioned so that conformance to codes can be confirmed. Overall dimensions of buildings shall be shown on site plans and floor plans.

c. On each sheet, provide the name and official address of the project, the Washington State seals of architect and engineers, the date each sheet and each revision was made, including flagging of each revision.

d. On revisions, date each sheet, provide the control number, and flag revisions on drawings and in specifications.

e. Provide a list of the codes which apply to the project.

8. Detail Plans.

The following information shall be shown on architectural/engineering drawings or in specifications:

a. Landscaping plan, including a detailed plan with elevations and slope arrows, lawns, on-site storm sewer (OSSW) and City- standard catch basins, sprinkler system piping, heads, flows, and coverages with approved backflow prevention for OSSW swales and zoning landscape areas.

b. Foundation plans, including excavation and fill details.

c. Floor plans for each level.

d. Roof and weather protection details.

e. Exterior elevations and opening protection.

f. Interior elevations and finishes.

g. Typical and detailed sections.

h. Door assemblies.

i. Windows and glass.

j. Exits.

k. Standpipes and sprinklers.

l. Fire ratings.

m. Special details.

n. Barrier free design.

o. Thermal regulations.

p. Elevators, dumbwaiters, escalators, and moving walks.

q. Structural details including:

i. calculations;

ii. clarifying notes;

iii. list special inspections and names of special inspectors for: concrete, ductile moment/resisting concrete frame, reinforcing steel and pre-stressing steel, welding, high strength bolting, structural masonry, reinforced gypsum concrete, insulating concrete fill, spray applied fireproofing, piling, drilled piers, caissons, special grading, excavation, filling, NER reports and special cases;

iv. layout of framing system, including horizontal and vertical members;

v. lateral load resisting elements;

vi. continuity of system;

vii. detail and schedule special connections and conditions;

viii. schedule, specify, list, or detail on drawings: structural design criteria, concrete, masonry, wood, and structural metals.

r. Mechanical details, including layout, size, and identification of components on plans and riser diagrams for:

i. general;

ii. plumbing;

iii. heating;

iv. cooling;

v. refrigeration;

vi. ventilation;

vii. controls;

viii. special equipment;

ix. roof overflow drains;

x. OSSW area drainage;

xi. water;

xii. gas;

xiii. waste system;

xiv. vents;

xv. chimneys;

xvi. ducts;

xvii. boiler and pressure vessel;

xviii. special piping;

xix. fire lines, special suppression systems, and extinguishers.

s. Electrical details including location, size, and identification of components of distribution on plans and riser diagrams for:

i. light;

ii. heat;

iii. power;

iv. radio;

v. television;

vi. signal;

vii. alarm systems;

viii. grounding;

ix. exit signs;

x. smoke detectors.

Section 45. That Section 17G.010.160 of the Spokane Municipal Code is amended to read as follows:

Section 17G.010.160 Application for Approval of Encroachment

A. When a structure or part thereof or appendage thereto, such as footings, balconies, marquees, awnings and architectural projections, is to project into, above, or below the right of way of any public way, the applicant shall conspicuously show the encroachment on the plans and specifications of the

building permit application so as to demonstrate compliance with the requirements of chapter 32 IBC.

B. Any person who proposes to install any opening in a public sidewalk, such as an elevator or other structure with a door ((~~which~~)) that opens vertically to the sidewalk, must make ((~~written~~)) an application to the City Engineer. The applicant shall furnish complete details of the construction and installation, including specifications for the door, hatch, or other covering, and drawings showing the precise location of the opening with reference to the curbline, building line and existing utility lines and facilities.

C. A property owner proposing to use such portion of the right-of-way of a public street or alley as is not used or needed presently or in the foreseeable future for public travel, for the purposes of constructing, installing or planting fences, hedges or similar improvements, shall make application to the Development Services ((~~Center~~)) Department in the form of an acknowledged agreement whereby the property owner covenants to remove the encroachment and restore the property to its former condition upon thirty days' notice by the City. Any department reviewing the application may require the applicant to furnish a plot plan, plans and specifications, or other data required to properly evaluate the proposal.

Section 46. That Section 17G.010.170 of the Spokane Municipal Code is amended to read as follows:

Section 17G.010.170 Application for Certificate of Occupancy

A. The owner of a building or structure in the process of construction or alteration under a current building permit may, at the time the final inspection is called, request the ((~~department of building services~~)) Development Services Department to issue a certificate of occupancy. When made in connection with the final inspection under a permit, the inspection for a certificate of occupancy is considered part of the permit inspection program and further data and a separate fee are not required of the owner.

B. The building official and fire official may, by regulation, establish procedures and criteria for the issuance of a temporary certificate of occupancy to allow partial occupancy of premises prior to final inspection and approval of the work.

C. In order to render lawful and licit any use or occupancy of land, buildings, structures or part thereof, the owner or occupant must be issued a certificate of occupancy. The applicant, unless making the request in connection with a permit inspection as provided in subsection (A) of this section, shall file with the ((~~department of building services~~)) Development Services Department a written application which:

1. gives the legal and common descriptions of the premises;

2. identifies the owner(s) and occupant(s);
3. includes a plot plan to scale showing the actual dimensions of the lot and all buildings;
4. describes in detail the uses of the premises;
5. gives such other information as may be required; and
6. is accompanied by payment of the inspection fee as provided in SMC 8.02.060.

Section 47. That Section 17G.010.180 of the Spokane Municipal Code is amended to read as follows:

Section 17G.010.180 Application for Safety Certification

An owner or occupant of premises desiring to document that the existing construction, occupancy, equipment systems or operations comply with the minimum standards of the building code, the building and property conservation code, the zoning code, or any other standards over which the ((~~department of building services~~)) Development Services Department has assumed inspection jurisdiction, shall make request for a safety inspection in the manner provided for certificates of occupancy in SMC 17G.010.170. The fire official may prescribe procedures for similar inspections and certifications under the fire code.

Section 48. That Section 17G.010.200 of the Spokane Municipal Code is amended to read as follows:

Section 17G.010.200 Application for Worker's License

A. State Licenses, Permits, Certificates.

Electricians and electrical apprentices are certificated by the ((~~department of labor and industries~~)) Washington State Department of Labor and Industries under chapter 19.28 RCW. Persons engaged in the craft of installing, altering, repairing, and renovating potable water systems and liquid waste systems within a building, either as a journeyman plumber or specialty plumber, must have a certificate issued by the ((~~department of labor and industries~~)) Washington State Department of Labor and Industries, as provided in chapter 18.106 RCW.

B. Boiler Operators' and Boiler Inspectors' Licenses.

1. An applicant for a license under the boiler and pressure vessel code shall pay the prescribed fees and ((~~make written application~~)) apply to the ((~~department of building services~~)) Development Services Department on prescribed forms.

2. Unless the application is to renew a license in good standing for the succeeding year, the applicant shall be examined as to ((~~his~~)) their qualifications by the ((~~board of boiler examiners~~)) Building Official.

3. To be eligible to apply for a license, an applicant must meet the following minimum qualifications:

    a. First class engineer and boiler inspector: Two years of practical experience as a boiler operator in a high-pressure plant exceeding eight million BTU input.

    b. Second class engineer: One year of practical experience as a high-pressure boiler operator in a high-pressure plant exceeding four million BTU input.

    c. Third class engineer: One year of practical experience.

    d. Small high-pressure boiler operator: Must pass the prescribed examination.

    e. Low-pressure boiler operator: Must pass the prescribed examination.

4. All boiler operation and boiler inspector license holders must renew the license annually by December 31st.

C. Mechanics' Licenses.

1. An applicant for any license to do work under the mechanical code shall pay the prescribed fees and ((~~make written application~~)) apply to the ((~~department of building services~~)) Development Services Department on prescribed forms.

2. The ((~~board of gas heating mechanic examiners~~)) Building Official shall examine to determine the qualifications and fitness of original applicants for licenses as a gas heating mechanic. The ((~~board~~)) Building Official may similarly examine any applicant for a renewal of such license.

3. To be eligible to apply for a license, an applicant must meet the following minimum qualifications:

    a. Gas heating mechanic I or gas inspector I: No Requirements.

    b. Gas heating mechanic II or gas inspector II: Must possess an active Gas Mechanic I license.

4. "Gas fitting work" means the installation, alteration, extension, repair, or maintenance, from the outlet of the gas meter, of gas piping, venting, and appliances.

5. All mechanical license holders must renew the license annually by December 31st. If the license is expired for more than 90 days, a new application and exam is required.

D. Apprentices.

The ((~~building official~~)) Building Official((~~, with the approval of the appropriate board,~~)) may promulgate from time to time rules for the licensing, registration, or regulation, or apprentices in the various trades, consistent with federal and state law.

E. Registered Servicers.

An applicant for a license to test, maintain, and alter fire alarm systems, portable fire extinguishers, range hood systems, sprinkler systems, standpipe systems, or underground critical materials storage tanks must pay the prescribed fee and ((~~make written application~~)) apply to the fire official. Proof of competency is by exam, demonstration, or submittal of credentials as approved by the fire official.

F. Refueler Operator.

An applicant for a permit to operate an aircraft refueler vehicle must present to the fire official an identification card issued by ((~~his~~)) their employer certifying the applicant's qualifications, as provided in UFC Section 2402.3.

Section 49. That Section 17G.010.210 of the Spokane Municipal Code is amended to read as follows:

Section 17G.010.210 Application for Permits for Special Activities

A. Blasting Permit.

An applicant for a permit to conduct blasting operations on a particular job shall make written application to the ((~~engineering services department~~)) Engineering Services Department, on prescribed form, showing:

1. if there is a structure at the blasting site, its occupancy, whether its power source is electricity or something else, and the combustibility of its contents;
2. the name of the person to have immediate charge of the blasting operations;
3. that the named blaster has currently in force a license, bond, and insurance;
4. such other information as may be required.

B. Building Moving Permit.

1. An applicant for a permit required to move any building, structure, or part of a structure along, over, or across a public way in the City must pay the

prescribed fee and submit ((~~a written~~)) an application on prescribed forms to the ((~~department of building services~~)) Development Services Department which ((~~application~~)):

a. gives the applicant's current state contractor registration number;

b. is accompanied by the required street obstruction permit;

c. states the address and legal description of the land onto which the structure is to be moved and, if such land is within the ((~~City~~)) city, is accompanied by a building relocation permit, as provided in SMC 10.26.010.

d. is accompanied by a certificate issued by an insurance company qualified to do business in Washington covering the moving activity with a general liability policy with minimum limits of five hundred thousand dollars combined single limit or an approved alternate indemnity arrangement;

e. describes the structure to be moved;

f. states the address from which the structure is to be moved;

g. details the proposed route;

h. details the measures to be undertaken to sufficiently guard and protect street trees, public trees, and shrubs located within the limits of streets or alleys and along the proposed route so as to minimize potential injury to said trees and to maximize their chance for survival; and

i. states the date and time of the proposed move and estimates the time required to complete the move.

((~~2. A building moving permit is a class IIIB license as provided in chapter 4.04 SMC.~~))

((~~3~~)) 2. No fee shall be charged for applications to move historic landmarks or buildings located within ((~~an~~)) a historic district.

C. Sewer Permits.

1. A contractor or resident homeowner proposing to construct, reconstruct, extend, or repair a side sewer, private sewer, special side sewer, or private storm sewer, as defined in chapter 13.03 SMC, shall pay the prescribed fee and make application to the ((~~engineering services department~~)) Engineering Services Department for a permit, which application:

a. gives the applicant's state contractor registration number, or contains a certificate that the applicant proposes to do work in connection with the residence owned by the applicant;

b. indicates the legal and street address description of the premises to be served and the type of occupancy;

c. subject to waiver by the ((~~city engineer~~)) City Engineer, includes duplicate detailed plans of the work showing the entire course of the sewer from its terminus at the building(s) to the connection with the public sewer and, as may be required, detailing the structures and means for measuring, sampling, or otherwise determining the nature, quality, and quantity of sewage;

d. gives such further information as maybe required.

2. If the work to be done under the sewer permit requires the excavation or obstruction of a public way, the applicant must obtain a street obstruction permit.

3. A separate tap permit, as provided in SMC 13.03.0606, is required for connection to the public sewer.

D. Street Obstruction Permit.

1. A person proposing to dig up, excavate, work in, occupy by person, equipment, structure, or material, or in any fashion obstruct, render less safe, or interfere with the free use of any public way must first make application to the ((~~engineering services department~~)) Engineering Services Department for a permit, which may be individual location under SMC 12.02.0706 or a master annual permit under SMC 12.02.0707.

2. Exemptions.

The following activities do not require a street obstruction permit:

a. A commercial tree licensed firm with a street tree permit may plant, prune, or remove trees in the public right-of-way if such firm has received an annual tree service obstruction permit issued by the Development Services ((~~Center~~)) Department in coordination with the Urban Forester or his or her designee, as provided in SMC 12.02.0707.

b. A licensed, bonded, and insured sign company performing routine maintenance to existing signs, provided a traffic lane is not obstructed or the work is not within the central business district.

c. A licensed, bonded, and insured surveyor performing surveying work in the public way, provided the work is not on an arterial or within the central business district.

d. All persons, whether or not required to obtain a permit, shall notify the department of their activities.

3. The applicant shall:

a. by plat or map show the exact location of the work, structure, material, or activity when required by the ((~~city engineer~~)) City Engineer;

b. describe in detail the activity, the extent, and duration of the obstruction, and the precautions to be taken to protect the traveling public from the hazards occasioned, including, at least, lighting, barricading, and signing;

c. pay the permit fee;

d. if the activity is contracting work, demonstrate that the applicant has the appropriate license or registration certificate;

e. post a bond as provided in SMC 7.02.070.

Section 50. That Section 17G.061.000 of the Spokane Municipal Code is amended to read as follows:

Section 17G.061.000 Purpose and Administration

A. Purpose.

The purpose of this chapter is to establish standard procedures for the review and processing of land use applications through the establishment of complete application standards, review procedures, notice requirements, hearing processes, decision criteria, and appeal procedures for all applications.

B. Administration.

1. Responsibility for the administration, application, and interpretation of these procedures pursuant to this ordinance is as ((~~is~~)) set forth below.

a. The ((~~director~~)) Director of ((~~building services~~)) Development Services or ((~~his~~)) their designee is responsible for chapter 17E.050 SMC, Division F; chapter 17G.010 SMC, Division I; and the development codes.

b. The ((~~director of engineering services~~)) Director of Engineering Services or ((~~his~~)) their designee is responsible for chapter 17D.020 SMC, chapter 17D.070 SMC, chapter 17E.010 SMC, chapter 17E.050 SMC, chapter 17G.080 SMC, Division H, and the development codes.

c. The ((~~Planning Director~~)) Director of Planning Services or ((~~his~~)) their designee is responsible for Title 17B SMC and Title 17C SMC and chapter 17D.010 SMC, chapter 17D.060 SMC, chapter 17D.080 SMC, chapter 17D.090 SMC, chapter 17E.020 SMC, chapter 17E.030 SMC, chapter 17E.040 SMC, chapter 17E.050 SMC, chapter 17E.060 SMC, chapter 17E.070 SMC, chapter 17G.020 SMC, chapter 17G.030 SMC, chapter 17G.040 SMC, chapter 17G.061 SMC, chapter 17G.070 SMC, and chapter 17G.080 SMC.

2. The procedures for requesting interpretations of the land use codes and development codes shall be made by the department and may be contained under the specific codes.

C. Exclusions per RCW 36.70B.140.

1. The following are excluded from the project permit review process, associated time frames, and other provisions of these procedures:

a. Landmark designations;

b. street vacations;

c. approvals related to the use of public areas or facilities;

d. project permits that, by ordinance or resolution, have been determined to present special circumstances warranting a review process different from that provided in this chapter.

e. Lot line or boundary adjustments;

f. final short subdivisions;

g. final binding site plans;

h. final plats; and

i. building or other construction permits, or similar administrative approvals categorically exempt from environmental review under RCW 43.21C, or for which environmental review has been completed in conjunction with other project permits and are judged by the director to adequately address the current application.

2. Applications for interior alterations are excluded, provided they do not result in the following:

    a. Additional sleeping quarters or bedrooms;

    b. Nonconformity with ((~~federal emergency management agency~~)) Federal Emergency Management Agency (FEMA) substantial improvement thresholds; or

    c. Increase the total square footage or valuation of the structure, thereby requiring upgraded fire access or fire suppression systems.

D. Conflicting Ordinances.

If any provision of the ordinance codified in this title or its application to any person or circumstance is held invalid, the remainder of the ordinance codified in this title or the application of its provisions to other persons or circumstances shall not be affected.

E. Severability.

To the extent there is a conflict between this chapter and other ordinances or resolutions for the City of Spokane regulating project permits, this chapter shall govern.

Section 51. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 52. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

_____
Council President

Attest: Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

Memorandum

Office of the Mayor

DATE: August 20, 2025 | Revised on September 11, 2025

FROM: Adam McDaniel – Policy Advisor, Office of the Mayor

TO: Councilmember Jonathan Bingle– Chair, Urban Experience Committee &
Councilmember Shelby Lambdin – Vice Chair, Urban Experience Committee

RE: Updating the Development Services Department departmental title across the Spokane Municipal Code

As you know, the Administration is engaged in a comprehensive effort to ensure our municipal code is modern and clear for the public, staff, and the general public. The ordinance before you is narrowly focused on fixing old references to the Building Services Department that was replaced by Development Services in 2014, removes and updates references that have since been repealed, and fixes position titles. There is a memo in your packet that outlines each of the small changes.

This memo recommends the adoption of an ordinance to update the departmental title of the Development Services Department and the title of the Director of Development Services throughout the Spokane Municipal Code.

Executive Summary – Development Services Department

I. **Background**: Development Services reviews and approves plans, issues building and occupancy permits, and inspects building projects for compliance with building and other construction codes.

II. **Issue**: The Development Services Department was created through Ordinance C35070 in 2014 to replace the Building Services Department, inadvertently eliminated in a 2012 ordinance. Although the Development Services Department, referred to as the Development Services Center due to its centralized, publicly accessible location on the third floor of City Hall, was created as

the new department in SMC 03.01A.253, the remaining references to the Building Services Department throughout the rest of the municipal code were never replaced with the Development Services Department.

The Council recently updated an ordinance to streamline the civil infraction system. There was an oversight in this ordinance that failed to change the SMC reference for the new civil infraction section.

III. **Policy Recommendations**

The Council should adopt an ordinance to update the remainder of the code to reflect the Development Services Department as the correct title for the former Building Services Department and correct position titles to reflect the Director of Development Services. Additionally, the ordinance should fix an oversight of civil infraction references in the municipal code.

Proposed Ordinance Table of Contents

Section 1. Amends SMC Section 08.02.039
Section 2. Amends SMC Section 08.02.065
Section 3. Amends SMC Section 10.29.020
Section 4. Amends SMC Section 10.29.030
Section 5. Amends SMC Section 12.01.010
Section 6. Amends SMC Section 12.02.060
Section 7. Amends SMC Section 12.02.0704
Section 8. Amends SMC Section 12.02.0707
Section 9. Amends SMC Section 12.02.0716
Section 10. Amends SMC Section 12.02.0724
Section 11. Amends SMC Section 12.02.0755
Section 12. Amends SMC Section 13.03.0503
Section 13. Amends SMC Section 17A.010.070
Section 14. Amends SMC Section 17C.050.020
Section 15. Amends SMC Section 17C.111.245
Section 16. Amends SMC Section 17C.120.310
Section 17. Amends SMC Section 17C.122.135
Section 18. Amends SMC Section 17C.130.310
Section 19. Amends SMC Section 17C.210.060
Section 20. Amends SMC Section 17C.210.070
Section 21. Amends SMC Section 17C.230.140
Section 22. Amends SMC Section 17C.230.300
Section 23. Amends SMC Section 17C.300.140
Section 24. Amends SMC Section 17D.010.020
Section 25. Amends SMC Section 17D.060.070
Section 26. Amends SMC Section 17D.060.140
Section 27. Amends SMC Section 17D.060.220
Section 28. Amends SMC Section 17D.080.100
Section 29. Amends SMC Section 17D.090.040
Section 30. Amends SMC Section 17D.090.350
Section 31. Amends SMC Section 17F.010.080

Section 32. Amends SMC Section 17F.030.020
Section 33. Amends SMC Section 17F.030.040
Section 34. Amends SMC Section 17F.040.085
Section 35. Amends SMC Section 17F.060.020
Section 36. Amends SMC Section 17F.070.420
Section 37. Amends SMC Section 17F.070.440
Section 38. Amends SMC Section 17F.070.450
Section 39. Amends SMC Section 17F.080.050
Section 40. Amends SMC Section 17F.090.050
Section 41. Amends SMC Section 17G.010.030
Section 42. Amends SMC Section 17G.010.100
Section 43. Amends SMC Section 17G.010.140
Section 44. Amends SMC Section 17G.010.150
Section 45. Amends SMC Section 17G.010.160
Section 46. Amends SMC Section 17G.010.170
Section 47. Amends SMC Section 17G.010.180
Section 48. Amends SMC Section 17G.010.200
Section 49. Amends SMC Section 17G.010.210
Section 50. Amends SMC Section 17G.061.000
Section 51. Severability
Section 52. Clerical Errors

Section 1. Amends SMC Section 08.02.039 (Special Inspections and Other Fees)

- Corrects departmental title, replacing Building Services Department with Development Services Department.

Section 2. Amends SMC Section 08.02.065 (Streets and Airspace)

- Corrects departmental title, replacing Development Services Center with Development Services Department.

- Makes grammar and capitalization updates.

Section 3. Amends SMC Section 10.29.020 (Operator's License)

- Corrects departmental title, replacing Building Services Department with Development Services Department.

Section 4. Amends SMC Section 10.29.030 (Heating Mechanic - License)

- Corrects departmental title, replacing Building Services Department with Development Services Department.

- Corrects reference to updated SMC chapter related to civil infractions.

Section 5. Amends SMC Section 12.01.010 (Sidewalk Maintenance – Owner's Responsibility)

- Corrects departmental title, replacing Development Services Center with Development Services Department.

- Updates the title of Code Enforcement and Parking Services.

- Makes grammar and capitalization updates.

Section 6. Amends SMC Section 12.02.060 (Fences and Hedges – Incidental Encroachments)

- Corrects departmental title, replacing development services manager with Director of Development Services.

- Corrects typo in cross-reference section

Section 7. Amends SMC Section 12.02.0704 (Definitions)

- Corrects departmental title, replacing development services manager with Director of Development Services.
- Places all definitions in alphabetical order and in a table for clarity.

Section 8. Amends SMC Section 12.02.0707 (Master Annual Permit for High Volume Users)

- Corrects departmental title, replacing development services manager with Director of Development Services.

Section 9. Amends SMC Section 12.02.0716 (Long Term Permits – Temporary Passageway)

- Corrects departmental title, replacing development services manager with Director of Development Services.

- Makes grammar and capitalization updates.

Section 10. Amends SMC Section 12.02.0724 (Barriers and Traffic Control)

- Corrects departmental title, replacing development services manager with Director of Development Services.

- Makes grammar and capitalization updates.

Section 11. Amends SMC Section 12.02.0755 (Fences and Hedges – Incidental Encroachments)

- Corrects departmental title, replacing development services manager with Director of Development Services.

Section 12. Amends SMC Section 13.03.0503 (Oil/water. Separators, Sand Traps)

- Corrects departmental title, replacing Building Services Department with Development Services Department.

- Corrects typo in cross-reference section.

Section 13. Amends SMC Section 17A.010.070 (Delegation of Administration)

- Corrects departmental title, replacing Building Services Department with Development Services Department.

- Makes grammar and capitalization updates.

Section 14. Amends SMC Section 17A.050.020 (Procedure)

- Corrects departmental title, replacing Building Services Department with Development Services Department.

- Updates the position title of planning and economic development services director to Director of Planning Services.

Section 15. Amends SMC Section 17A.111.245 (Fences)

- Corrects departmental title, replacing Building Services Department with Development Services Department.

Section 16. Amends SMC Section 17C.120.310 (Fences)

- Corrects departmental title, replacing Building Services Department with Development Services Department.

Section 17. Amends SMC Section 17C.122.135 (Fences)

- Corrects departmental title, replacing Building Services Department with Development Services Department.

- Makes grammar and capitalization updates.

Section 18. Amends SMC Section 17C.130.310 (Fences)

- Corrects departmental title, replacing Building Services Department with Development Services Department.

- Makes grammar and capitalization updates.

Section 19. Amends SMC Section 17C.210.060 (Nonconforming Uses - Conversion)

- Corrects departmental position title, replacing Director of Building Services Department with Director of Development Services.

Section 20. Amends SMC Section 17C.210.070 (Nonconforming Uses - Termination)

- Corrects departmental position title, replacing Director of Building Services Department with Director of Development Services.

Section 21. Amends SMC Section 17C.230.140 (Development Standards)

- Corrects departmental title, replacing Building Services Department with Development Services Department.

- Makes grammar and capitalization updates.

Section 22. Amends SMC Section 17C.230.300 (Loading)

- Corrects departmental position title, replacing Director of Building Services with Director of Development Services.

- Removes reference to SMC 16A.04.010, which has since been repealed.

Section 23. Amends SMC Section 17C.300.140 (ADU Expiration)

- Corrects departmental title, replacing Building Services Department with Development Services Department.

- Updates the title and abbreviation in the section to spell out ADU as "accessory dwelling unit"

Section 24. Amends SMC Section 17D.010.020 (Concurrency Review)

- Corrects departmental title, replacing Building Services Department with Development Services Department.

- Makes grammar and capitalization updates.

Section 25. Amends SMC Section 17D.060.070 (Enforcement Authority - Implementation)

- Corrects departmental title, replacing Building Services Department with Development Services Department.

- Makes grammar and capitalization updates.

- Clarifies that the Wastewater Management may delegate civil infraction authority to other departmental staff

Section 26. Amends SMC Section 17D.060.140 (Runoff and Infiltration Controls)

- Makes grammar and capitalization updates.
- Clarifies that violations of this section are enforced as any other violation of the chapter.

Section 27. Amends SMC Section 17D.060.220 (Penalties – Further Remedies)

- Makes grammar and capitalization updates.
- Updates the civil infraction reference to the correct SMC section.

Section 28. Amends SMC Section 17D.080.100 (Payment of Fees)

- Corrects departmental title, replacing Building Services Department with Development Services Department.

Section 29. Amends SMC Section 17D.090.040 (Applicability)

- Corrects departmental title, replacing Building Services Department with Development Services Department.
- Makes grammar and capitalization updates.
- Eliminates reference to SMC 17F.040.070 that has since been repealed.

Section 30. Amends SMC Section 17D.090.350 (Penalties – Further Remedies)

- Updates the civil infraction reference to the correct SMC section.

Section 31. Amends SMC Section 17F.010.080 (Promulgation of Decision)

- Corrects departmental title, replacing Building Services Department with Development Services Department.
- Makes grammar and capitalization updates.

Section 32. Amends SMC Section 17F.030.020 (Definitions)

- Corrects departmental title, replacing Development Services Center with Development Services Department.
- Removes reference to the local board of examiners that no longer exists.

- Places all definitions in a table for clarity.

Section 33. Amends SMC Section 17F.030.040 (Installation Permit)

- Corrects departmental title, replacing Building Services Department with Development Services Department.

Section 34. Amends SMC Section 17F.040.085 (Sublevel Construction Controls)

- Corrects departmental position title, replacing Director of Building Services with Director of Development Services.

Section 35. Amends SMC Section 17F.060.020 (Installation Permit)

- Corrects departmental title, replacing Building Services Department and "City of Spokane Plans Reviewers" with Development Services Department.

Section 36. Amends SMC Section 17F.070.420 (Complaint-Content)

- Corrects position title of "director of building services" to Building Official.
- Makes grammar and capitalization updates.

Section 37. Amends SMC Section 17F.070.440 (Departmental Hearing)

- Corrects position title of "director of building services" to Building Official.
- Makes grammar and capitalization updates.
- Amends the section title from "Departmental Hearing" to Building Official Hearing

Section 38. Amends SMC Section 17F.070.450 (Effect of Hearing Order)

- Corrects position title of "director of building services" to Building Official.
- Corrects departmental title, replacing Building Services Department and "City of Spokane Plans Reviewers" with Development Services Department.
- Makes grammar and capitalization updates.

Section 39. Amends SMC Section 17F.080.050 (Fire Equipment Permit)

- Corrects departmental title, replacing Building Services Department with Development Services Department.
- Makes grammar and capitalization updates.

Section 40. Amends SMC Section 17F.090.050 (Conversion Burners)

- Corrects departmental title, replacing Building Services Department with Development Services Department.

Section 41. Amends SMC Section 17G.010.030 (Expiration of Building Permits)

- Corrects departmental title, replacing Building Services Department with Development Services Department.

- Makes grammar and capitalization updates.

Section 42. Amends SMC Section 17G.010.100 (Types of Permits)

- Corrects departmental title, replacing Building Services Department with Development Services Department.

- Makes grammar and capitalization updates.

Section 43. Amends SMC Section 17G.010.140 (Applicant Requirements)

- Corrects departmental title, replacing Building Services Department with Development Services Department.

- Makes grammar and capitalization updates.

Section 44. Amends SMC Section 17G.010.150 (Special Application Requirements for Commercial Building Permits)

- Corrects departmental title, replacing Building Services Department with Development Services Department.

- Makes grammar and capitalization updates.

Section 45. Amends SMC Section 17G.010.160 (Application for Approval of Encroachment)

- Corrects departmental title, replacing Development Services Center with Development Services Department.

- Removes the requirement for a "written" application and changes it to "must make an application to the City Engineer…"

- Makes grammar and capitalization updates.

Section 46. Amends SMC Section 17G.010.170 (Application for Certificate of Occupancy)

- Corrects departmental title, replacing Building Services Department with Development Services Department.

Section 47. Amends SMC Section 17G.010.180 (Application for Safety Certification)

- Corrects departmental title, replacing Building Services Department with Development Services Department.

Section 48. Amends SMC Section 17G.010.200 (Application for Worker's License)

- Corrects departmental title, replacing Building Services Department with Development Services Department.

- Makes grammar and capitalization updates.

- Removes reference to "board of boiler examiners" and "board of gas heating mechanic examiners" and replaces it with Building Official. These boards no longer exist.

Section 49. Amends SMC Section 17G.010.210 (Application for Permits for Special Activities)

- Corrects departmental title, replacing Building Services Department with Development Services Department.

- Makes grammar and capitalization updates.

Section 50. Amends SMC Section 17G.061.000 (Purpose and Administration)

- Corrects departmental title, replacing Building Services Department with Development Services Department.

- Makes grammar and capitalization updates.

Section 51. Severability

- Standard severability language.

Section 52. Clerical Errors

- Standard clerical errors language.

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 09/22/2025

Committee Agenda type: Discussion

Council Meeting Date: 10/20/2025

Date Rec'd	9/17/2025		
Clerk's File #	ORD C36765		
Cross Ref #			
Project #			
Submitting Dept	RETIREMENT	**Bid #**	
Contact Name/Phone	CHRISTINE 6833	**Requisition #**	
Contact E-Mail	CSHISLER@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	JBINGLE BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	SPOKANE EMPLOYEES RETIREMENT SYSTEM (SERS) SMC CODE AMENDMENT		

Agenda Wording

This ordinance revises 03.05.210 and 03.05.260 of the Spokane Municipal Code.

Summary (Background)

The SERS Board voted on October 22, 2022 to remove Options A and B in SMC 03.05.210. The SERS Board voted September 4, 2024 to increase minimum time of retiree rehire as a temporary/seasonal employee from one pay period to six months in SMC 03-05-260 and to codify the Temporary Seasonal MOU that changes the annual hours worked from nine hundred sixty (960) hours to four hundred eighty (480) hours.

What impacts would the proposal have on historically excluded communities?

N/A

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

N/A

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

N/A

Council Subcommittee Review

--

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	N/A

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		**Additional Approvals**	
Dept Head	SHISLER, CHRISTINE		
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List
cshisler@spokanecity.org

Committee Agenda Sheet
Finance & Administration Committee

Committee Date	September 22, 2025
Submitting Department	Retirement
Contact Name	Christine Shisler
Contact Email & Phone	cshisler@spokanecity.org x6833
Council Sponsor(s)	Jonathan Bingle & Betsy Wilkerson
Select Agenda Item Type	☐ Consent ☒ Discussion Time Requested: 5 minutes
Agenda Item Name	SMC Codes for SERS
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	The SERS Board voted on October 22, 2022 removed Options A and B in SMC 03.05.210. The SERS Board voted September 4, 2024 to increase minimum time of retiree rehire as a temporary/seasonal employee from one pay period to six months in SMC 03-05-260 and to codify the Temporary Seasonal MOU that changes the annual hours worked from nine hundred sixty (960) hours to four hundred eighty (480) hours.

Fiscal Impact

Approved in current year budget? ☐ Yes ☐ No ☒ N/A

Total Cost: Click or tap here to enter text.

Current year cost:

Subsequent year(s) cost:

Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue

Funding Source ☐ One-time ☐ Recurring ☒ N/A

Specify funding source: Select Funding Source*

Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.

Expense Occurrence ☐ One-time ☐ Recurring ☒ N/A

Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impacts (If N/A, please give a brief description as to why)

- What impacts would the proposal have on historically excluded communities?
- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?
- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

ORDINANCE NO. C36765

An ordinance relating to City of Spokane employee retirement provisions, and amending Sections 03.05.210 and 03.05.260 of the Spokane Municipal Code.

WHEREAS, the SERS Board voted on October 22, 2022 to remove Options A and B in SMC 03.05.210; and

WHEREAS, the SERS Board voted on September 4, 2024 to increase the minimum time of retiree rehire as a temporary/seasonal employee from one pay period to six months in SMC 03.05.260 and to codify the Temporary Seasonal MOU that changes the annual hours worked from nine hundred sixty (960) hours to four hundred eighty (480).

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That section 03.05.210 of the Spokane Municipal Code is amended to read as follows:

Section 03.05.210 Optional Allowance on Retirement

A member may elect to receive, in lieu of the retirement allowance, as provided for in SMC 3.05.160, SMC 3.05.165, SMC 3.05.166 or SMC 3.05.167, its actuarial equivalent in the form of a lesser retirement allowance, payable in accordance with the terms and conditions of one of the options set forth below. Election of any option must be made by written application filed with the retirement system and does not become effective unless approved by the board.

((~~A. Option A.~~

~~The lesser retirement allowance will be payable to the member throughout the member's life, provided that if the member dies before the member receives in annuity payments referred to in SMC 3.05.160(A)(1), SMC 3.05.165(A)(1), SMC 3.05.166(A)(1) or SMC 3.05.167(A)(1) a total amount equal to the amount of accumulated contributions as it was at the date of retirement, the balance of such accumulated contributions will be paid in one sum to the member's estate or to such person as the member shall nominate by written designation duly executed and filed with the retirement system.~~

~~B. Option B.~~

~~The lesser retirement allowance will be payable to the member throughout the member's life, provided that if the member dies before the member receives in annuity payments referred to in~~ SMC 3.05.160(A)(1), ~~SMC 3.05.165(A)(1),~~ SMC 3.05.166(A)(1) ~~or~~ SMC 3.05.167(A)(1) ~~a total amount equal to the amount of accumulated contributions as it was at the date of retirement, the said annuity payments resulting from accumulated contributions will be continued and paid to~~

~~the member's estate or such person as the member shall nominate by written designation duly executed and filed with the retirement system, until the total amount of annuity payments shall equal the amount of accumulated contributions as it was at the date of retirement.~~))

((~~C~~)) A. Option C.

The member elects a "guaranteed period" of any number of years. If the member dies before the lesser retirement allowance has been paid for the number of years elected as the "guaranteed period," the lesser retirement allowance will be continued to the end of the "guaranteed period," and during such continuation be paid to the member's estate or to such person as the member shall nominate by written designation duly executed and filed with the retirement system. The "guaranteed period" begins at date of retirement.

((~~D~~)) B. Option D.

The lesser retirement allowance will be payable to the member throughout life and, after the death of the member, one-half of the lesser retirement allowance shall be continued throughout the life of, and paid to, the spouse of the member, named at time of retirement, if surviving.

((~~E~~)) C. Option E.

The lesser retirement allowance will be payable to the member throughout life, and after death of the member, it shall be continued throughout the life of, and paid to, the spouse of the member named at time of retirement, if surviving.

Once the form of payment in which the member's benefit has become effective (i.e., in either the retirement allowance as provided for in SMC 3.05.160, SMC 3.05.165, SMC 3.05.166 or SMC 3.05.167or one of the ((~~five~~)) three optional forms of benefit provided for above), the form in which that member's benefit is payable is irrevocable and cannot thereafter be changed at any time or for any reason.

Section 2. That section 03.05.260 of the Spokane Municipal Code is amended to read as follows:

Section 03.05.260 Suspension of Allowance During Employment

The payment of any retirement allowance to a member who has been retired will be suspended during the time the member is for any reason an employee of the City and until qualifying for a benefit pursuant to SMC 3.05.165, SMC 3.05.166 or SMC 3.05.167, provided that payment for vacation or sick leave earned in the City service prior to retirement may be made without suspension of allowance, and, provided further, that this provision does not apply to retirees who:

A. become elected officials of the City and do not elect to join the system; or

B. enter into personal services contracts with the City; or

C. employees who, subsequent to retirement, are rehired pursuant to the following criteria:

   1. The position filled is of a temporary/seasonal nature; and

   2. The position is filled only with the approval of the director of human resources ((~~or the mayor's office~~)) and ((~~their~~)) the bargaining unit; and

   3. Employment is limited to ((~~nine hundred sixty (960)~~)) four hundred eighty (480) hours per ((~~twelve-month period~~)) calendar year; and

   4. There is a minimum of ((~~one pay period~~)) six months between the time an employee retires and is rehired as a temporary/seasonal employee.

Section 3. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 4. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____.

_____
Council President

Attest:

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

_____
Mayor

_____
Date

Effective Date

Agenda Sheet for City Council:

Committee: PIES **Date:** 09/15/2025

Committee Agenda type: Consent

Council Meeting Date: 10/20/2025

Date Rec'd	9/9/2025		
Clerk's File #	ORD C36766		
Cross Ref #			
Project #			
Submitting Dept	SOLID WASTE DISPOSAL	**Bid #**	
Contact Name/Phone	CHRIS AVERYT 625-6540	**Requisition #**	
Contact E-Mail	CAVERYT@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	KKLITZKE BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	SOLID WASTE DISPOSAL SPECIAL HANDLING RATES ORDINANCE		

Agenda Wording

An ordinance relating to solid waste SMC sections 13.02.0568, 13.02.0560 and adopting new section 13.02.564 to chapter 13.02; of the Spokane Municipal Code; and setting an effective date.

Summary (Background)

SMC 13.02 addresses rates charged for solid waste disposal. The addition of section 13.02.564 establishes rates for additional charges for unusual or nonstandard municipal solid waste that requires preapproval of the waste and an appointment for delivery.

What impacts would the proposal have on historically excluded communities?

N/A

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

N/A

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

N/A

Council Subcommittee Review

N/A

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

N/A

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	N/A

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		**Additional Approvals**	
Dept Head	AVERYT, CHRIS		
Division Director	FEIST, MARLENE		
Accounting Manager	KECK, KATHLEEN		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	mdorgan@spokanecity.org
jsalstrom@spokanecity.org	tprince@spokanecity.org
caveryt@spokanecity.org	

ORDINANCE NO. C36766

AN ORDINANCE relating to solid waste SMC sections 13.02.0568, 13.02.0560 and adopting new section 13.02.564 to chapter 13.02; of the Spokane Municipal Code; and setting an effective date.

The City of Spokane does ordain:

Section 1: That SMC section 13.02.0568 is amended to read as follows:

13.02.0568 Estimates Allowed

A. Where scales are temporarily disabled or not in use, commercial vehicles are assessed a full vehicle load fee based upon comparable weights.

1. Private noncommercial citizen vehicles are assessed a fee based upon the City's estimated cubic yards of the load at

2025	2026
$37.76	$40.40

Per cubic yard plus applicable state taxes.

2. In addition, if a vehicle leaves without weighing out, it will be charged the full authorized loaded gross vehicle weight.

((~~B. Special service at a City disposal facility for disposal of unusual or nonstandard municipal solid waste, as determined by the City, or other special labor costs is at the rate of seventy-five dollars, plus applicable state taxes, per hour or fraction, with a twenty-five dollar minimum charge.~~

~~1. The special service fee shall be in addition to the assessed tipping fee based on weight.~~))

((~~C~~)) B. Where a customer loses his/her loop tag at the disposal site, the City's representative at the disposal site scales will estimate the charge for the customer's load and such estimation will bind the customer.

1. The minimum charge will be for a one-ton load, or more if a larger load is estimated.

2. In addition, the customer may be required to pay a five ($5.00) lost card fee. licensed as such by the state department of social and health services; and;

((~~D~~)) C. Use of scales for weighing only:

2025	2026
$23.19	$24.81

Section 2: That SMC section 13.02.0560 is amended to read as follows:

13.02.0560 General Mixed Solid Waste – Tonnage Fee

A. For solid waste delivered to the Waste-to-Energy Facility (WTE), the charge shall be:

	2025	2026
Per ton charge	$141.90	$151.84
Minimum charge per vehicle	$23.19	$24.81

B. For solid waste delivered to the Northside Landfill, the charge shall be:

	2025	2026
Per ton charge	$141.90	$151.84
Minimum charge per vehicle	$23.19	$24.81

C. For solid waste delivered to the Waste to Energy Facility, which the director determines is non-typical or requires special handling, the charge shall be:

	2025	2026
Per ton charge	$141.90	$151.84
Minimum charge per vehicle	$23.19	$24.81

D. For solid waste delivered to any of the above facilities, from nonprofit generator accounts, the applicable per ton charge above listed in subsection A, B or C shall be reduced nu thirty-five percent. The minimum charge per vehicle is:

2025	2026
$23.19	$24.81

1. The generator shall identify itself as a section 501(c)(3) of the Internal Revenue Code approved nonprofit enterprise or provide similar proof of qualification to the department.

2. The waste shall be the product of the nonprofit business activities, which include was reduction or recycling as a mayor component of its operations.

Section 3: That there is adopted a new section 13.02.564 to chapter 13.02 SMC read as follows:

13.02.564 titled "Special Handling Waste Load Charges"

Services at a City disposal facility for disposal of unusual or nonstandard municipal solid waste, requires preapproval of the waste and an appointment. Any special fees associated with this type of disposal, as determined by the City, shall be in addition to the assessed tipping fee, based on weight.

A. For use of a loader or pallet jack for unloading at the Waste-to-Energy Facility (WTE) the charge shall be:

Per minute	$1.25
Minimum charge	$37.50

B. For a missed appointment at the Waste-to-Energy Facility (WTE) the charge shall be $100.00 per occurrence.

C. If late for an appointment at the Waste-to-Energy Facility (WTE) by more than thirty (30) minutes, the charge shall be $150.00 per occurrence.

D. Special handling appointment times are from 8:00 am through 2:30 pm, Monday through Friday. Appointments may be scheduled outside these specified times at the Waste-to-Energy Facility (WTE) and may be contingent upon available manpower or other factors. The charge for an after-hours appointment shall be:

Per minute	$5.50
Minimum charge	$330.00

Section 4: Effective Date. This ordinance shall take effect and be in force on _____, 2025.

PASSED BY THE CITY COUNCIL ON _____.

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
Assistant City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council: **Committee:** Finance & Administration **Date:** 08/25/2025 **Committee Agenda type:** Discussion		**Date Rec'd**	8/20/2025
		Clerk's File #	ORD C36752
		Cross Ref #	
Council Meeting Date: 09/22/2025		**Project #**	
Submitting Dept	CITY COUNCIL	**Bid #**	
Contact Name/Phone	CHRIS WRIGHT 625-6210	**Requisition #**	
Contact E-Mail	CWRIGHT@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	BWILKERSON MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	AN ORDINANCE CONCERNING ADOPTION OF PUBLIC RULES BY THE CITY OF		

Agenda Wording

An ordinance concerning adoption of public rules by the City of Spokane and creating new Chapters 3.14, 10.21, 12.14, 15.07, and 18.12 of the Spokane Municipal Code, amending sections of Titles 1, 3, 4, 8, 10, 12, 13 and 16A of the Spokane Municipal Code, and adding new section 03.07.350 to the Spokane Municipal Code

Summary (Background)

The City's administrative policy for drafting policies and procedures (Admin 0325-18-1) includes provisions for public rules. They are defined as: "[....]any department order, directive or regulation of general applicability, and (1) the violation of which subjects a person to a penalty; or (2) which subject a person to a payment of a fee; or (3) which establish, alter, or revoke any procedure, practice or requirement relating to departmental hearings; or (4) which establish, alter, or revoke any qualifications or standards for the issuance, suspension or revocation of licenses to pursue any commercial activity, trade or profession as may be otherwise defined by the Spokane Municipal Code[.]" The same administrative policy briefly described the adoption process for public rules, and implies that the City Council will approve public rules but does not actually require it. In addition, this policy does not set forth any specific requirements for public comment other than the simple requirement to solicit it and possibly hold a public hearing. There is no general provision in the municipal code authorizing each City department to develop public rules for their operations. Various rule-making authorizations scattered throughout the municipal code. The authorizing language can vary with each provision of the code. The concept of a "public rule" is essentially a creation of administrative policy. The City's website lists eight public rules, most concerning utility rates. A search of the Clerk's records under the phrase "public rule" is more helpful, and produces 65 records and shows 10 associated Council resolutions, most of them related to user fees for water, sewer and GFC charges. However, it is not easy to determine the actual number of rules of general application to the public because not all rules are styled as "public rules." An ordinance relating to rulemaking would standardize the process for public rules, ensure consistent use of the term "public rule," and remove any mystery about which "public" rules actually exist. The premise behind this ordinance is that legislation is the province of the City Council under Section 5 of the City Charter,

and that no regulation applicable to the general public should be adopted without authorization from the City Council and without some form of council oversight. The basic elements of the ordinance are: • Provides to City Departments Authorization to Enact Public Rules of General Applicability. The ordinance refines and codifies the definition of public rules and applies it to each City department. If departments intend a rule to be enforceable against the general public, it must identify it as a public rule and adopt it via the prescribed process. • Establishes Clear Procedures For Public Input Before Public Rules Become Final And Effective. Under this ordinance, proposed public rules first must be published, a notice given to the public, and the proposed rule placed on the City Council agenda in the same fashion as ordinance and resolutions. At the council level the proposed rule is either approved by the council, rejected and returned to the originating department for further revisions, or deferred for later council action. Once approved, the public rule is filed with the City Clerk is to maintain a separate repository of public rules and is directed to establish a system for easy identification and retrieval for the general public. • Retains Administrative Control Of Strictly Internal Procedures And Exempt Independent Officers And Agencies. The draft ordinance does not regulate rulemaking for purely internal matters, such as those rules related to personnel, collective bargaining, municipal court, or hearing examiner issuances. • Includes Provisions For Emergency Rules. The ordinance introduces a procedure allowing emergency rulemaking, whereby emergency rules become effective immediately, but must eventually receive Council review. • Addresses Existing Public Rules. As currently drafted, the ordinance permits any existing public rule approved by council resolution within 90 days prior to the effective date of the ordinance to remain in effect for one year. All other existing public rules adopted or modified prior to the effective date of this ordinance may be enforced for ninety (90) days after the effective date of the ordinance without council review, so long as public notice and council review has been initiated as provided in Section 3.14.030 and is pending during such enforcement period. Any public rule not reviewed by the City Council within ninety (90) days of the effective date of this ordinance, or for which review has not been initiated, shall be null and void, except as to any pending case or controversy under such rule.

What impacts would the proposal have on historically excluded communities?

No impacts specific to historically excluded communities, but like all residents of the city, members of historically excluded communities will benefit from a public rule process that is uniform and transparent.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

There is no plan to collect data on the effect of the ordinance.

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

There is no plan to collect data on the effect of the ordinance.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

The proposal aligns with the legislative powers of the City Council under the City Charter, as well as state law with respect to public records.

Council Subcommittee Review

Not applicable

Fiscal Impact

Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Some fiscal impact is assumed while departments review their existing rules and determine whether any rules must be revised and approved by city council consistent with the new provisions for public rules. That impact has not been quantified.

Amount		Budget Account
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select
Is this funding source sustainable for future years, months, etc?	

Expense Occurrence	N/A
Other budget impacts (revenue generating, match requirements, etc.)	

Approvals		**Additional Approvals**	
Dept Head			
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor			

Distribution List	

ORDINANCE NO. C36752

An ordinance concerning adoption of public rules by the City of Spokane and creating new Chapters 3.14, 10.21, 12.14, 15.07, and 18.12 of the Spokane Municipal Code, amending sections of Titles 1, 3, 4, 7, 8, 10, 12, 13 and 16A of the Spokane Municipal Code, and adding new section 03.07.350 to the Spokane Municipal Code.

WHEREAS, pursuant to Section 25 of the Spokane City Charter, the City Council has the authority to create administrative departments of the City and to define the "rights, powers, and duties of the departments" by ordinance; and

WHEREAS, the operation of the various City departments, and their compliance with various budgeting, financial, procurement, and other requirements set forth in federal, state, and local laws and regulations, depends on the ability of each department to promulgate internal policies and procedures; and

WHEREAS, the operation of the various City departments, and their compliance with various budgeting, financial, procurement, and other requirements set forth in federal, state, and local laws and regulations, also depends on the ability of each department to promulgate rules of general applicability that apply to members of the public; and

WHEREAS, Washington's Public Records Act (RCW 42.56.040) requires that municipalities publish "[s]ubstantive rules of general applicability adopted as authorized by law, and statements of general policy or interpretations of general applicability," and further provides that such policies may not be enforced against the general public unless properly published; and

WHEREAS, the Public Records Act (RCW 42.56.070) further provides each municipality maintain an index for public viewing "statements of policy and interpretations of policy, statute, and the Constitution which have been adopted by the agency;" as well as "[a]dministrative staff manuals and instructions to staff that affect a member of the public;" and

WHEREAS, the process for adopting rules by the City of Spokane is currently set forth in that administrative policy and procedure numbered "Admin 0325-18-1" and titled "Standardized Formats And Uniform Procedures For Adoption And Maintenance of Administrative Policies And Procedures, Departmental Policies and Procedures, Executive Orders, And Public Rules And Regulations" (hereafter "Standardization Policy"); and

WHEREAS, under the Standardization Policy the term "Public Rules and Regulations" is defined as:

" ‘Public Rules and Regulations’ as required by the Spokane Municipal Code, are any department order, directive or regulation of general applicability, and (1) the violation of which subjects a person to a penalty; or (2) which subject a person to a payment of a fee; or (3) which establish, alter, or revoke any procedure, practice or requirement relating to departmental hearings; or (4) which establish, alter, or revoke any qualifications or standards for the issuance, suspension or revocation of licenses to pursue any commercial activity, trade or profession as may be otherwise defined by the Spokane Municipal Code,”

(hereafter the “Public Rule Definition); and

WHEREAS, the Public Rule Definition by its terms is not confined to internal operations of the City, but is applicable to the general public, and includes penal measures that can result in the imposition of a fee or fine, or result in the loss of certain vocational or commercial rights, or otherwise affect the public ability to challenge certain determinations by city officials with respect to certain individuals; and

WHEREAS, only a few City entities, including the Spokane Park Board the Civil Service Commission, are explicitly authorized by the City Charter to promulgate rules; and

WHEREAS, the Spokane Municipal Code does not consistently regulate the promulgation of public rules across City departments and divisions; and

WHEREAS, neither the Standardization Policy, nor the Spokane Municipal Code or the City Charter, require City Council review or approval of public rules; and

WHEREAS, the definition of a public rule set forth in the Standardization Policy omits procedures and practices relating to the confiscation, storage and disposal of personal property belonging to members of the general public; and

WHEREAS, public rules are the functional equivalent of legislation, and because the legislative function of the City is vested exclusively in the City Council and not in the Mayor or the administrative departments of the City, any administrative action meeting the “public rule” definition, whether or not denominated as such, should be adopted only after the requisite public comment process and City Council involvement; and

WHEREAS, public rules should be promulgated only by City departments, divisions or offices expressly authorized by ordinance to promulgate them; and

WHEREAS, consistent with the foregoing, it is the intent of the City Council to establish a uniform and transparent process for adoption of public rules by City departments and to ensure compliance with the Public Records Act with respect to rules that affect the general public;

NOW, THEREFORE, the City of Spokane does hereby ordain as follows:

Section 1. That section 01.05.020 is amended to read as follows:

Section 01.05.020 Administrative Responsibilities

A. Except as provided in this section, this chapter does not alter the responsibilities vested by this code in the several officers and employees for administration and enforcement of its various provisions. Promulgation of any rules or regulations relating to enforcement of this code shall comply with Chapter 03.14 of this code.

B. For purposes of issuing a notice of infraction, the code enforcement officer is:

1. the mayor or the division director, department director or assistant director, described in chapter 3.01A SMC, vested with administrative and enforcement jurisdiction in the particular matter; or
2. an employee or agent to whom enforcement jurisdiction has been specifically conferred, who carries a special police commission conferring authority to issue a notice of infraction for the kind of violation in question; or
3. a regularly commissioned law enforcement officer; or
4. a city prosecutor.

Section 2. That section 03.01A.205 is amended to read as follows:

Section 03.01A.205 Departments – Right, Powers and Duties

A. Except as otherwise provided, the departments and offices of the City shall have all the rights and powers granted and duties imposed by authority of the laws of the state and the charter and ordinances of the City now existing or subsequently adopted, subject to the general supervision and control of the mayor. For purposes of this chapter, “department” means an organizational unit having a minimum of three (3) employees, no more than two of whom may be exempt from civil service.

B. City departments, divisions and offices may promulgate public rules in the form and manner set forth in Chapter 3.14 of the Spokane Municipal Code.

Section 3. That there is adopted a new Section 03.07.350 of the Spokane Municipal Code to read as follows:

Section 03.07.350 Personnel Regulations - Authority to Promulgate Rules

With the approval of the Mayor, City divisions, departments and offices may promulgate administrative policies and procedures consistent with this chapter. Administrative policies and procedures promulgated pursuant to this chapter 03.07 shall not be

deemed public rules under Chapter 3.14 of the Spokane Municipal Code.

Section 4. That there is adopted a new Chapter 3.14 of the Spokane Municipal Code to read as follows:

Chapter 3.14 Public Rule Authority

Section 3.14.010 Department Authority to Promulgate Public Rules
Section 3.14.020 Definitions
Section 3.14.030 Process for Adopting Public Rules; Effect of Council Approval
Section 3.14.040 Access to Public Rules
Section 3.14.050 Exemptions
Section 3.14.060 Emergency Public Rule
Section 3.14.070 Effective Date; Construction with Other Law
Section 3.14.080 Effect on Existing Public Rules

Section 3.14.010 Department Authority to Promulgate Public Rules

A. No division, department or office of the City of Spokane may adopt, modify, repeal or enforce a public rule except as authorized by this Chapter.

B. Every Public Rule shall be denominated as such and adopted pursuant to the requirements of this Chapter.

Section 3.14.020 Definitions

A. "Administrative Policies and Procedures" are used by City departments to inform other departments and staff of policies and procedures for the direction and management of Citywide operations and which are not enforceable against members of the general public.

B. “Contested Case" means any proceeding before a department in which the legal rights, duties, or privileges of specific parties are required by ordinance to be determined after a hearing by the Hearing Examiner or the City Council.

C. "Department" means the City of Spokane or any of its divisions, departments, or offices including, but not limited to, any City board, commission, committee, officer, or department, including the City Council and its committees, when acting in accordance with or pursuant to authorization by ordinance or Charter to make rules, hear appeals, or adjudicate contested cases.

D. "Departmental Policies and Procedures" are informative directives for internal departmental management and operation of City departments. They affect primarily or exclusively single departments, divisions, or offices.

E. "Executive Orders" formalize specific decisions of the Mayor and/or city administrator and, except in cases of civil emergencies, are not enforceable

against members of the general public.

F. “Hearing” means a proceeding before the City Council to consider the adoption, modification, or repeal of any Public Rule.

G. "License" includes those City -issued permits, certificates, approvals, registrations, or forms of permission required before a Person may engage in any activity within the City of Spokane.

H. “Person " means any individual, partnership, corporation, association, or public or private organization of any character.

I. "Public Rule" means any department order, directive, policy or regulation, however denominated and including amendment or repeal of an existing rule, which applies to the general public and which, if violated, subjects a person to a penalty or administrative sanction, including, but not limited to, an order, directive, or regulation which affects:

    1. Procedures, practices or requirements relating to department hearings;
    2. Qualifications, standards, or fees imposed for the issuance, suspension, or revocation of licenses or permits;
    3. Any rule intended to implement any tax, fee or charge;
    4. Mandatory standards which must be met before the distribution or sale of products or materials;
    5. Any qualification, requirement, or process relating to the enjoyment of benefits or privileges conferred by law and administered by a Department; or
    6. Any program affecting the seizure, storage or disposition of personal property not otherwise owned or leased by the City.

J. “Regulation” means any statement of general applicability and intending to have the force of law.

K. The term “Public Rule” does not include the following:

    1. Administrative Policies and Procedures, Departmental Policies and Procedures, or Executive Orders;
    2. Rules, regulations or administrative determinations promulgated under Title 17 of the Spokane Municipal Code unless intended to have general applicability;
    3. Any policy or rule relating to the hiring, firing, or promotion or access to benefits, of any City employee, including any rights conferred by a collective bargaining agreement;
    4. Rules relating to the use of public ways and property when the substance of such rules is indicated to the public by means of signs or signals; and
    5. Any rule or regulation issued by the Hearing Examiner in a Contested Case.

Section 3.14.030 Process for Adopting Public Rules; Effect of Council Approval

A. At least fourteen (14) days prior to the adoption, amendment or repeal of any Public Rule, a department shall comply with the following procedures:

1. Publish notice of the proposed Public Rule in the Gazette. Notice under this subsection shall include a copy of the proposed Public Rule and (a) a reference to the applicable ordinance or statute under which such Public Rule will be applied; (b) an accurate description of the substance of the proposed Public Rule or of the subjects and issues involved; (c) a statement of the time and place of anticipated City Council committee and legislative review of the proposed public rule; (d) the manner in which persons may present testimony to the City Council with respect to the proposed Public Rule; and (e) its proposed effective date.

2. Deliver by electronic means a copy of the proposed Public Rule and the required notice under subsection (A)(1) to the address specified by any person who has made a written or electronic request therefor, which request shall be sent to the City Clerk.

3. The proposed Public Rule, the published notice of the Public Rule, and all supporting material shall be filed with the appropriate standing committee of the City Council. The proposing department shall arrange for submission of the proposed Public Rule to the council committee agenda and the council legislative agenda according to council rules of procedures. Upon placement of the proposed Public Rule on the City Council agenda, the City Council may either approve the proposed Public Rule, or reject the proposed Public Rule and return it to the proposing Department for further modifications. Any City Council action to approve the proposed Public Rule shall be by written resolution.

B. Upon approval by resolution by the City Council and filing of the final rule with the City Clerk as provided in this section, a Public Rule shall be deemed final and enforceable against the general public upon stated effective date.

C. Nothing in this Chapter shall be construed to prevent the City Council from independently approving or nullifying any Public Rule at any time after its effective date. Approval or nullification of an existing Public Rule shall be by written resolution.

Section 3.14.040 Access to Public Rules

It is the intent of the City to provide maximum public access to all Public Rules currently in place or hereafter adopted by the City. The City Clerk, in conjunction with other relevant City departments, shall maintain a system for public review,

searching, printing, downloading and/or copying of any Public Rule adopted by the City.

Section 3.14.050 Exemptions

This Chapter shall not apply to the following:

1. Any rule or regulation adopted by the Spokane Park Board with respect to the use of park land or park property or the enforcement thereof;
2. Any rule or regulation adopted by the Spokane Library Board of Trustees with respect to the operation and management of library facilities, property, programs and all aspects of governed under Chapter 42.17 RCW
3. Any rule or regulation adopted by the Civil Service Commission or enforcement thereof;
4. Any rule or regulation adopted by the Spokane Municipal Court, or enforcement thereof;
5. Executive Orders issued pursuant to Chapter 02.04 of the Spokane Municipal Code (Civil Emergencies);
6. Rules and procedures adopted pursuant to Section 04.32 of the Spokane Municipal Code (Ombuds);
7. Rules adopted by the City Attorney or the Mayor with respect to the operations of city prosecutors or public defenders;
8. Any rules or regulations adopted pursuant to Chapter 12.03 of the Spokane Municipal Code (Airport Regulations);
9. Temporary rate changes implemented pursuant to Section 13.01.0303 of the Spokane Municipal Code so long as any Public Rule is adopted pursuant to this Chapter within ninety (90) days of enforcement;
10. Any rule or regulation intending to ensure compliance with the Shoreline Master Plan adopted pursuant to RCW 90.58 and related regulations;
11. Rules relating to civil forfeitures pursuant to RCW 9A.88.150;
12. Rules of procedure and case management orders promulgated by the Hearing Examiner; and
13. Any rule adopted to ensure compliance with state or federal law and in which the adoption of a Public Rule pursuant to this chapter would conflict with said state or federal law.

Section 3.14.060 Emergency Public Rule

Where a department finds that immediate adoption, amendment, or repeal of a Public Rule is necessary for the urgent preservation of public peace, health, or

safety, or for the immediate support of City government and its existing public institutions, such Public Rule may become effective upon filing of such adoption, amendment, or repeal of the Public Rule with the City Clerk. This filing shall be accompanied by a statement of the facts upon which the findings of an emergency and necessity are based. The adoption, amendment, or repeal of a Public Rule under this section shall be presented to the City Council for emergency interim ratification and placed on the City Council calendar within twenty-one (21) days after filing with the City Clerk. Following the emergency review and interim ratification by the City Council, the proposed Public Rule(s) shall be enforceable pending review through the standard process as outlined in 03.14.030. This emergency section does not relieve any department from compliance with any federal or state law requiring that the adoption, amendment, or repeal be approved by designated persons or bodies before they become effective, nor shall any action be taken under this section which affects any pending case or controversy. Emergency Public Rules which are rejected or remanded by the City Council shall be deemed null and void.

Section 3.14.070 Effective Date; Construction with Other Law

Once approved as provided in this Chapter, any Public Rule shall be binding on all persons and deemed a law of general applicability. No Public Rule may conflict with any provision of federal or state law, with the City Charter or with the Spokane Municipal Code. Whenever possible, the Public Rule shall be construed and applied consistent with applicable law.

Section 3.14.080 Effect on Existing Public Rules

Any Public Rule adopted or modified prior to the effective date of this ordinance, whether or not denominated as such, shall be subject to the adoption process set forth in this Chapter; provided, that any such Public Rule clearly denominated as such and approved by council resolution less than one year prior to the effective date of this ordinance may remain in effect for three (3) years after its stated effective date unless specifically repealed or modified in accordance with this Chapter. Departments may continue to enforce such Public Rules for more than three (3) years after the effective date of this ordinance without City Council review, so long as public notice and City Council review has been initiated as provided in Section 3.14.030 and is pending during such enforcement period. Any existing Public Rule not reviewed by the City Council as provided in this section shall be null and void, except as to any pending case or controversy under such Public Rule.

Section 5. That section 04.01.080 of the Spokane Municipal Code is amended to read as follows:

Section 04.01.080 Rules

Each ((~~agency is to~~)) board or commission may promulgate rules for the conduct of its business which shall promote the policies and objectives of this chapter; provided, any Public Rule shall be adopted only as set forth in in Chapter 3.14 of the Spokane Municipal Code.

Section 6. That section 04.02.020 of the Spokane Municipal Code is amended to read as follows:

Section 04.02.020 Rules and Regulations – General

A. ((~~The mayor promulgates~~)) The City may promulgate rules and regulations for the collection and reporting of all moneys due the City with attendant emphasis on identifying moneys to which the City is entitled, prompt invoicing and reporting among affected departments, and prosecuting delinquencies. The rules and regulations may specify when and how collection is to be affected, negotiation of payments, collection of interest on payments not to exceed the maximum allowed by state law, such other costs as may be incurred by the City due to delinquency, and settlement of claims not to exceed two thousand five hundred dollars in total value before negotiated settlement.

B. ((~~This chapter and the rules and regulations promulgated by the mayor hereunder are to be given the widest dissemination among City departments and employees.~~)) Any Public Rule shall be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

Section 7. That Article I, Section 04.02.040 of the Spokane Municipal Code is amended to read as follows:

Section 04.02.040 Industrial Insurance Claims

Claims for industrial injuries shall be reported and investigated in accordance with administrative rules and regulations promulgated by the mayor. Administrative rules and regulations promulgated pursuant to this section shall not be subject to Chapter 03.14 of the Spokane Municipal Code, unless they apply to persons other than City officers or employees.

Section 8. That Article II, Section 04.02.070 of the Spokane Municipal Code is amended to read as follows:

Section 04.02.070 Rules and Regulations

The ((~~director~~)) City has authority to promulgate rules and regulations, develop administrative procedures and do all things necessary to effectuate the purposes of SMC 4.02.060 through SMC 4.02.220. ((~~Rules and regulations promulgated by the director are on file in the City utilities billings office and available for public inspection during regular business hours.~~)) Any Public Rule shall be adopted pursuant to Chapter 03.14 of the

Spokane Municipal Code.

Section 9. That section 07.06.030 of the Spokane Municipal Code is amended to read as follows:

Section 07.06.030 Guidelines

The Director of Purchasing and Contracts is authorized to establish procedures to serve as guidelines for the implementation of this chapter. Adoption of such procedures need not comply with Chapter 3.14 of this code unless the procedures result in the adoption of a public rule.

Section 10. That section 08.01.250 of the Spokane Municipal Code is amended to read as follows:

Section 08.01.250. Rules and Rulings

A. ((~~The chief financial officer~~)) The City may, from time to time, adopt, publish and enforce rules and regulations not inconsistent with this chapter or with superior law. The purpose of such rules and regulations is to carry out the provisions of this chapter, and it shall be unlawful to fail to comply with any such rule or regulation. Any Public Rule shall be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

B. The City, through the ((~~The~~)) chief financial officer, may ((~~also~~)) issue letter rulings from time to time which are applicable only to specific businesses. Such administrative rulings shall be binding on the City and the taxpayer.

Section 11. That Article I, section 08.02.011 of the Spokane Municipal Code is amended to read as follows:

Section 08.02.011 – ((~~Administrative~~)) Public Rules and Regulations

A. ((~~The mayor~~)) The City is authorized to promulgate rules and regulations consistent with this title and respecting the provision of various services by the administrative staff, including the charges and fees for such services, to the extent such services and fees are not specifically provided for in this ((~~code~~)) title. The authority of this section includes specifically but is not limited to the furnishing of maps and other public records and delinquent penalties and interest rates on accounts receivable.

B. ((~~The mayor causes such regulations and schedules of charges to be filed with the city clerk and in appropriate departments in accordance with the City's public records~~

~~system.~~)) Any Public Rule shall be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

C. Consistent with Public Rules promulgated under this title, ((~~The~~)) the mayor or ((~~his~~)) the mayor's designated representative is authorized to waive any fee authorized under this chapter for any person which can demonstrate the following criteria have been met:

1. The person requesting the waiver of fees demonstrates that he is requesting the fee waiver on his own behalf or in a representative capacity for an applicant who meets the criteria set forth in subsection (C)(2) of this section; and

2. The person requesting the waiver of fees demonstrates that he has an annual income that meets the United States department of housing and urban development (HUD) guidelines for eighty percent of median family income level, as established annually for the Spokane metropolitan area.

((~~The mayor is authorized to promulgate rules and regulations for the administration of this program.~~))

Section 12. That Section 08.03.060 of the Spokane Municipal Code is amended to read as follows:

Section 08.03.060 Remittance of Tax

A. The tax collected under SMC 8.03.050 is held in trust until paid to the City. Should a person required to collect the admissions tax fail either to collect or remit the tax, the City shall have a similar claim for the amount of the tax, plus interest and penalties as provided in this chapter, against the proceeds of admissions charges received by such person. If the City determines the proceeds have been distributed or are otherwise unavailable, and/or that required contact information was not timely supplied, the City seeks recovery of all sums owing from any person responsible for collection or remittance.

B. Unless in a particular case the City directs or authorizes a different procedure, each person required to collect the admissions tax must file a tax return accompanied by remittance of the tax due as required by the City. In absence of other arrangements, the full tax and return is due no later than two business days following an event. The City may extend this period in writing up to an additional ten days. ((~~In addition, for administrative convenience, in the case of regularly scheduled events or for other reasons, the City may permit filing of a tax return and remittance bimonthly, by the fifteenth day of the month next following the end of each bimonthly reporting period, but that is subject to revocation and any other conditions the City may require to assure the security of payment. The City's Chief Financial Officer or designee prescribes the form and content of the tax returns.~~))

((~~C. Not by way of limiting the Chief Financial Officer's discretion to regulate the remittance of the tax under this chapter, the Chief Financial Officer or designee is specifically authorized to require verified tax returns, annually or other prescribed intervals.~~)) The City may adopt a Public Rule, consistent with the provisions of Chapter 3.14 of this Code, that provides for specific remittance methods, tax documentation (including verified tax returns), and deposit requirements.

((~~D. Payment or remittance of the tax collected may be made by check, unless payment or remittance is otherwise required by the Chief Financial Officer, but payment by check shall not relieve the person collecting the tax from liability for payment and remittance of the tax to the City unless the check is honored and is in the full and correct amount.~~

~~E. The Chief Financial Officer or designee may, after notice to the person collecting the tax, require the placement of taxes collected in a trust account at an approved local depository bank. The taxes collected shall be held in said trust account until payment to the City. The Chief Financial Officer shall have such authority when said officer deems a trust account is necessary to insure payment of the taxes collected to the City.~~))

Section 13. That Section 08.03.120 of the Spokane Municipal Code is amended to read as follows:

Section 08.03.120 ((~~Rules and Regulations~~)) Rulemaking

The City ((~~Chief Financial Officer or designee~~)) may adopt and promulgate rules to implement and enforce this chapter, which rules shall not be in conflict with this chapter; provided, however, that any Public Rule enacted in accordance with this section shall ((~~not become effective until the close of a two-week public comment period. A copy of such proposed and final rules shall be placed on file for public examination in the City Chief Financial Officer's office and on the City's website~~)) be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

Section 14. That Section 08.04.130 of the Spokane Municipal Code is amended to read as follows:

Section 08.04.130 ((~~Rules and Regulations~~)) Rulemaking

The ((~~chief financial officer~~)) City is authorized to make and promulgate rules and regulations for the administration and enforcement of this chapter. Any Public Rule shall be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

Section 15. That Section 08.10.160 of the Spokane Municipal Code is amended to read as follows:

Section 08.10.160 ((~~Finance, Treasury and Administration Director to Make Rules~~)) - Rulemaking

((~~The division director of finance, treasury and administration has the power from time to time to adopt and publish in the Official Gazette of the City of Spokane rules and regulations not inconsistent with this chapter or applicable law for the purpose of carrying out the provisions hereof. Such rules become effective twenty days after the date of publication in the Official Gazette and it shall be thereafter unlawful to violate or fail to comply with any such rule.~~)) The City is authorized to make and promulgate rules and regulations for the administration and enforcement of this chapter. Any Public Rule shall be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

Section 16. That there is adopted a new Chapter 10.21 of the Spokane Municipal Code to read as follows:

Title 10 Regulation of Activities

Section 10.21.010 – Rulemaking

Chapter 3.14 of the Spokane Municipal Code shall apply to all rules, regulations and administrative procedures of general applicability that are promulgated, modified, or enforced under this Title.

Section 17. That section 10.63.010 of the Spokane Municipal Code is amended to read as follows:

Section 10.63.010 Purpose

A. The purpose of this chapter is to centralize Property Maintenance and Use Standards into a single chapter, so residents have one location to review to find the various expectations that apply to private property maintenance and use.

B. Under SMC 17F.070.010, every owner and occupant of premises is obligated to maintain the property in a reasonably safe condition and prevent the property from becoming a nuisance.

C. The Code Enforcement Department staff shall utilize the latest edition of the International Code Council's International Property Maintenance Code for reference and guidance in applying private property maintenance standards.

D. Any Public Rule shall be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

Section 18. That section 10.63.090 of the Spokane Municipal Code is amended to read as follows:

Section 10.63.090 Foreclosure Registration Program

A. Purpose

It is the purpose and intent of this section to establish a Foreclosure Property Registration Program to protect the community from the deterioration, crime, and decline in value in Spokane's neighborhoods caused by properties in various stages of the foreclosure process, and to identify, regulate, limit, and reduce the number of those properties within the city of Spokane. It is the policy and intent of the City to establish a requirement that the lender or other responsible parties of properties that are in the foreclosure process to register those properties with the City as outlined in this section to protect the neighborhoods from the negative impacts of absentee ownership and lack of adequate maintenance and security for properties in the foreclosure process.

B. Establishment of a Registry

The Code Enforcement and Parking Services Department shall establish and maintain a Foreclosure Property Registry Program.

C. Registration of Foreclosure Properties.

1. Any Lender that holds or services a mortgage on real property located in the city of Spokane shall inspect the property upon mortgage default.

2. The code compliance officer can also initiate the registration process.

3. Any Lender or other Responsible Party of a Foreclosure Property as defined in this section shall register that property with the City of Spokane Code Enforcement and Parking Services Department within ten (10) days of the property becoming a Foreclosure Property within the meaning of this section and initial inspection or of receiving notice from the City of the requirements of this section, and every 12 months thereafter until the property is no longer a Foreclosure Property within the meaning of this section. A separate registration is required for each property.

4. The content of the registration shall include:

    a. Proof of ownership, or financial interest, such as a lien or loan,

    b. The name, address, phone number, and email address for the Owner, Lender, and Responsible Party, and twenty-four hour contact phone number of the Local Agent of the respective entity; and

    c. Documentation which demonstrates the property is foreclosed, pending foreclosure, or subject to foreclosure, trustee's sale, tax assessor's lien sale or other legal proceedings.

5. The Lender, Owner, or Responsible Party shall notify the Code Enforcement and Parking Services Department within ten (10) days of the date of any change in the information contained in the registration.

6. Mortgagees who have existing Foreclosure Properties on the effective date of this ordinance have 30 calendar days from the effective date to register the property with City of Spokane Code Enforcement and Parking Services Department. A separate registration is required for each property.

7. All property registrations are valid for one year from the date of entry of registration as recorded by Code Enforcement and Parking Services Department. Subsequent registrations are due every twelve (12) months thereafter for renewal and must certify required registration data is current and correct.

D. Minimum Property Maintenance Requirements.

While a Foreclosure Property is registered, the Lender or Responsible Party shall be required to:

1. maintain and keep Foreclosure Property free of conditions, including but not limited to:
    a. weeds, dry brush, dead vegetation, trash, junk, debris, building materials and junk vehicles;
    b. accumulation of newspapers, circulars, flyers, notices (except those required by federal, state, or local law), and discarded personal items including, but not limited to, furniture, clothing, or large and small appliances; and
    c. graffiti, tagging, or similar markings by removal or painting over with an exterior grade paint that matches and/or coordinates with the color of the exterior of the structure.
2. securing ponds, pools, and hot tubs, and ensuring that they do not become a public nuisance or danger to the public; and
3. securing the property to prevent access by unauthorized persons, including, but not limited to, the following: the closure and locking of windows, doors (walk-through, sliding, and garage), gates, and any other opening of such size that it may allow a child or any other person to access the interior of the property and or structure(s). Securing also includes boarding as applicable. The preferred material for boarding shall be painted with an exterior grade paint that matches and/or coordinates with the color of the exterior of the structure or is of a material that mimics glazed windows and intact doors.

4. Post the property with no trespassing signs and current emergency contact information for the local agent.
5. take any other action necessary to prevent giving the appearance that the property is abandoned, and
6. monitor the Foreclosure Property monthly or more frequently as necessary to prevent the creation of a nuisance.

E. Monitoring of Foreclosure Property.

1. Upon registration, the City will provide regular monitoring of Foreclosure Properties, including but not limited to periodic site visitation, which will not exceed the City's rights of access, as well as notification to Lender or Responsible Party if the property begins to exhibit characteristics established in RCW 35.80.010. The City's monitoring of Foreclosure Properties does not relieve the Lender or other Responsible Party from monitoring and maintaining the property as required by this section.

2. At least monthly while a Foreclosure Property is registered, the Lender or Responsible Party shall inspect the Foreclosure Property.

F. Waiver for City to Abatement – Trespass of Unauthorized Individuals.

1. As part of the Foreclosure Property registration, the Owner, Lender, Local Agent, Responsible Party, or other person having the legal authority to do so shall waive any objection to the City to enter onto the property for purposes of abating any condition that would constitute an unfit or substandard building as established in RCW 35.80.010 or nuisance condition under SMC Title 10 to issue a trespass order against any unauthorized individual from the Foreclosure Property.

2. The City shall notify the Owner, Lender, Responsible Party, or Local Agent ten (10) days before the City takes abatement action in order to allow the Owner, Lender, Responsible Party, or Local Agent to abate the condition first unless such abatement constitutes an emergency, in which case, the City may abate the emergency immediately.

3. The cost of the abatement of any of the illustrative conditions contained above shall be charged against the Foreclosure Property pursuant to SMC 08.02.067 and shall be lienable pursuant to SMC 17F.070.500 and other applicable sections of the municipal code pursuant to state law.

G. Local Agent.

The Lender or Responsible Party shall provide the City with the name, address, telephone number, email address, and 24-hour contact information of a Local Agent

who has the authority to act to respond to complaints regarding the Foreclosure Property and to remedy any nuisance, substandard, or unfit conditions found on the property.

H. Annual Foreclosure Property Registration Fee.

The Lender or Responsible Party shall pay the annual non-refundable Foreclosure Property registration fee as set forth in SMC 08.02.0675.

I. Policies and Procedures

The Code Enforcement and Parking Services Department shall develop procedures to implement this section that are consistent with and do not conflict with this section, the Spokane Municipal Code, or Washington law. Any Public Rule shall be adopted pursuant to the requirements of Chapter 03.14 of the Spokane Municipal Code.

J. Violation

1. Any person, firm, or entity who fails to a Foreclosure Property pursuant to the requirements of this section shall be subject to a civil infraction. Each day in which a Foreclosure Property, which is subject to this section, is not registered shall constitute a separate violation.
2. Failure to maintain a Foreclosure Property as required by this section is a criminal misdemeanor violation under SMC Title 10 for maintaining a nuisance property in addition to applicable penalties for nuisance conditions in the municipal code or state law.
3. Failure to provide notification of changes in ownership of a Foreclosure Property under this section is a civil infraction.

K. Removal of properties from the registry

1. A property may only be removed from the Foreclosure Property registry upon the Lender's, Owner's, or Responsible Party's written certification that (1) the mortgage or lien on the property has been satisfied or legally discharged, (2) the property is no longer in mortgage default, or (3) the Foreclosure Property has been sold to a non-related party in a bona-fide, arms' length transaction.
2. A Lender's statement that it no longer desires to pursue foreclosure, has filed a dismissal of lis pendens and/or summary of final judgment and/or certificate of title or otherwise, such as deed in lieu of foreclosure shall not be the basis for removal of a Foreclosure Property from the registry under this section.
3. For purposes of this section, a transfer to another entity that is under common ownership with the Lender, as determined in the sole discretion of

the Code Enforcement and Parking Services Department, is not an arms' arm's-length transaction.

L. Transfer of Ownership

1. If the mortgage on a registered Foreclosure Property is transferred, the transferee shall be subject to the requirements of this section and shall, within five (5) days of the transfer of the mortgage, register the property as a new registration in accordance with this section. Any previously unpaid registration fees are the responsibility of the transferee and are due and payable upon the new registration.
2. If the mortgagee sells a Foreclosure Property in an arms'-length transaction to a non-related person or entity, the transferee is subject to the terms of this section and shall register the property as a new registration under this section within five (5) days of the sale. Any previously unpaid registration fees shall be the responsibility of the new owner.

Section 19. That section 10.63.100 of the Spokane Municipal Code is amended to read as follows:

Section 10.63.100 Penalty and Abatement Procedures

A. It is the policy of the City of Spokane to educate and seek voluntary compliance for the code violations of this chapter before issuing civil infractions or escalating penalties.

B. A property owner or occupant may request a Certificate of Correction from the Code Enforcement and Parking Services Department and may request dismissal of the infraction (SMC 01.05.140). Should that correction be accomplished after more than one offense has been issued, the Certificate of Correction will only apply to the most recent infraction.

C. Code Enforcement and Parking Services Department may develop and implement policies, procedures, and programs to abate violations in accordance with existing local and state law: Any Public Rule shall be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

Section 20. That Article IV, Section 12.02.0735 of the Spokane Municipal Code is amended to read as follows:

Section 12.02.0735 Regulations

A. The director promulgates and interprets regulations to implement this article. Any Public Rule shall be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

((~~B. Regulations to enforce or implement this chapter are approved by the director and published in the *Official Gazette*. They shall have the force of law thirty days after publication.~~))

Section 21. That Article VI, Section 12.02.1009 of the Spokane Municipal Code is amended to read as follows:

Section 12.02.1009 Integrated Outreach | Encampment Removal and Prevention

Prior to the removal of any encampment:

A. A notice shall be posted prior to a citation issued under SMC 12.02.1007(B) so that the Spokane Homeless Outreach Team or a City-designated service provider may offer navigation and relocation assistance to services including but not limited to an emergency or permanent housing solution, day center, crisis stabilization or crisis relief center, or substance use treatment facility.

B. Notice requirements pursuant to SMC 12.02.1009(A) shall not be required to remove an unauthorized encampment when there is a reasonable belief that such encampment presents an immediate threat and/or an unreasonable risk of harm to life, public health, or safety, or public property which shall include, but is not limited to:

1. physical threats or violence.

2. criminal activity not inherent in the act of unauthorized camping (e.g., drug use or sales, theft, sex trafficking);

3. a condition that significantly increases the likelihood of disease or the spread of disease (e.g., rodents, exposed meat, human waste);

4. a condition that presents a significant risk of bodily injury or death (e.g., discarded needles, vehicular traffic, weapons);

5. any other substantial threat to public health or safety;

6. damage (including potential or foreseeable damage) to the natural environment of environmentally critical areas;

7. significant amounts of trash;

8. any knowing obstruction of access to or use of any portion of public property, or any camping in or upon any public property unless authorized by a local or state emergency declaration or pursuant to a permit as set forth in SMC 12.02.1007 A and B;

9. occupation of an area in which the public is not allowed to be present during the times camping is occurring; or

10. directly adjacent to streets and moving vehicles.

C. The City shall prioritize and expedite the outreach efforts for navigation and relocation assistance to services or removal for any unauthorized encampment within 1000 feet of schools, parks, day care centers or childcare facilities, and emergency shelters.

D. The City shall establish and maintain administrative policy and procedures that integrate housing-focused outreach and behavioral health services with the removal and prevention of encampments on public property while protecting the personal property rights of individuals subject to enforcement under this section. Any policy or procedure relating to the removal of encampments, or any policy or procedure regarding the subsequent disposition of personal property in which the City has no legal interest, shall be denominated a "Public Rule," and shall be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

Section 22. That section 12.09.150 of the Spokane Municipal Code is amended to read as follows:

Section 12.09.150 Authority of Administering Officer

A. The administering officer interprets and enforces this chapter, resolves conflicts, and determines disputes arising under this chapter or permits or franchises issued in connection therewith. The administering officer has authority to issue general regulatory orders affecting all service providers or other users((~~, as well as~~)) consistent with the Public Rule requirements of Chapter 3.14 of this code. The administering officer has authority to issue specific orders in specific cases or circumstances as deemed necessary and consistent with Chapter 12.09 SMC. ((~~General regulatory orders are published in the *Official Gazette* of the City of Spokane at least twenty days prior to taking effect unless otherwise ordered by the administering officer because of exigent circumstances. In such event, reasonable effort shall be made to notify affected parties. General or specific~~)) Specific orders may be issued on application of an affected service provider or any other user.

B. ((~~Orders~~)) Specific orders and decisions of the administering officer are guided by the purpose of this chapter. Prior to issuance of an order, the administering officer may give such advance notice and opportunity for hearing as deemed proper, or may provide for a hearing upon request to review an order or specific application of a party arising after issuance. The officer may establish a filing fee not to exceed fifty dollars for consideration of any petition for action or determination by a regulated party or other person.

C. ((An)) A specific order may include provision for penalty of not more than five hundred dollars per violation. In case of a continuing violation, each day may be specified to be an additional and separate violation. No penalty for failure to comply with any administrative order may be assessed except after notice and opportunity for hearing

for the affected party. Failure to pay a penalty is a violation of this chapter, and a breach of permit conditions and grounds for permit revocation by the administering officer after notice and opportunity for hearing for the permittee.

Section 23. That there is adopted a new Chapter 12.14 of the Spokane Municipal Code to read as follows:

Title 12 Public Ways and Property

Section 12.14.010 – Rulemaking

Chapter 3.14 of the Spokane Municipal Code shall apply to all rules, regulations and administrative procedures of general applicability that are promulgated, modified, or enforced under this Title.

Section 24. That section 13.01.010 of the Spokane Municipal Code is amended to read as follows:

Section 13.01.010

A. This chapter applies to all chapters of this title unless otherwise specifically indicated or required by the context.

B. Chapter 03.14 of the Spokane Municipal Code shall apply to all rules, regulations and administrative procedures of general applicability that are promulgated, modified, or enforced under this Title unless exempted or expressly provided otherwise in this title.

Section 25. That section 13.01.0302 of the Spokane Municipal Code is amended to read as follows:

Section 13.01.0302 Administrative Authority – Specific Utilities - Rates

A. For items affecting a specific utility, the directors of the affected departments have authority to administer such provisions applicable to their respective utilities.

1. Additionally, the director of public works and utilities administers rates articles as a service provider for the respective water, sewer and solid waste departments.

B. Notwithstanding any other provision, the director may determine questions of applicability or interpretation of rates or regulations, ((~~to adopt or modify the same,~~)) to grant exemptions therefrom, or order specific action, forbearance, correct clerical

errors or oversights, adopt temporary rates, assess specific charges, or impose other additional requirements, all where deemed reasonably necessary in the interest of the public health and safety ((~~and for administrative convenience and efficiency.~~)) and performed in a manner consistent with those Public Rule(s) adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

1. The director may also impose additional charges or fees on matters not fully addressed herein, including assessments for the value of City equipment or property destroyed or damaged by or through customer or other third party fault consistent with those Public Rule(s) adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

C. The director of public works and utilities also functions as the utility billings or water billings examiner unless otherwise directed by the director of public works and utilities.

1. ((~~His~~)) The director's decision relating to utility charges is subject to review by the director of the affected utility or that director's designee.

2. The reviewer shall be a person who did not participate in the determination being reviewed.

D. A director's action is subject to review by the director of public works and utilities.

Section 26. That section 13.01.080 of the Spokane Municipal Code is amended to read as follows:

Section 13.01.080 Regulations

A. The city engineer may promulgate any regulations necessary to implement any portion of the utilities code. He shares this power with other officials where designated.

((~~B. Such regulations, if approved by the city council and published once in the *Official Gazette*, thereafter have the force of law.~~)) Any Public Rule shall be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

((~~C. Amendments or repeals are accomplished in the same way~~.))

Section 27. That there is adopted a new Chapter 15.07 of the Spokane Municipal Code to read as follows:

Title 15 Environmental Stewardship

Section 15.07.010 – Rulemaking

Chapter 03.14 of the Spokane Municipal Code shall apply to all rules, regulations and administrative procedures of general applicability that are promulgated, modified, or enforced under this Title.

Section 28. That section 16A.84.090 of the Spokane Municipal Code is amended to read as follows:

Section 16A.84.090 Play Streets and Block Parties

A. The Director of Transportation and Sustainability, in coordination with any impacted divisions and departments, may establish a play streets and neighborhood block party program to create opportunities for neighbors to temporarily close non-arterial streets to provide car-free safe spaces for neighborhood and community-centered activities, including but not limited to block parties, community gatherings, and places for children to play.

B. A special event permit is required for a play street or block party closure provided that permit and application fees shall be waived for any play street or block party that is free and open to the public, on a non-arterial street, no greater than one block, does not include an intersection, and does not require traffic control personnel.

C. The City shall develop program policies and procedures consistent with this section. Any Public Rule shall be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

Section 29. That there is adopted a new Chapter 18.12.010 of the Spokane Municipal Code to read as follows:

Title 18 Human Rights

Section 18.12.010 – Rulemaking

Chapter 3.14 of the Spokane Municipal Code shall apply to all rules, regulations and administrative procedures of general applicability that are promulgated, modified, or enforced under this Title.

Section 30. 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 31. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's

errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

City of Spokane

City Council

TO:	City Council Members
CC:	Mike Piccolo, Elizabeth Schoedel, Giacobbe Byrd, Kate Fairborn
FROM:	Chris Wright, City Council Policy Advisor
DATE:	August 19, 2025
RE:	Proposed "Public Rule" Ordinance

Enclosed for your review and comment is an ordinance to codify an orderly process for public notice and adoption of "public rules" by City departments. This memorandum is intended to explain the rationale behind the ordinance and to outline its basic elements.

CITY RULES PRACTICES

As the City went through the GFC debate in 2023, we learned the proposed GFC rates would eventually be memorialized in a "public rule." After some digging, I located the City's administrative policy for drafting policies and procedures, set forth in the "Standardized Formats And Uniform Procedures For Adoption And Maintenance of Administrative Policies And Procedures, Departmental Policies and Procedures, Executive Orders, And Public Rules And Regulations" (Admin 0325-18-1 / LGL 2004-0021). This policy includes provisions for public rules. They are defined as:

> "[....]any department order, directive or regulation of general applicability, and (1) the violation of which subjects a person to a penalty; or (2) which subject a person to a payment of a fee; or (3) which establish, alter, or revoke any procedure, practice or requirement relating to departmental hearings; or (4) which establish, alter, or revoke any qualifications or standards for the issuance, suspension or revocation of licenses to pursue any commercial activity, trade or profession as may be otherwise defined by the Spokane Municipal Code[.]"

The same administrative policy briefly addresses the adoption process for public rules:

> "Public Rules and Regulations. Public rules and regulations may be initiated by department directors, division directors or the Mayor / City Administrator. It is anticipated, however, that most public rules and regulations will be adopted by Ordinance. Copies of proposed rules and regulations shall be provided to all departments for review and comment for at least a two-week period prior to final adoption. ... In addition to the internal review, the public shall be given the opportunity to comment on all proposed rules and regulations. The public may send written comments to the department responsible for initiating the rule or regulation, and/or provide verbal comment at a scheduled public hearing. Rules and regulations are effective 30 days after being signed..."

This policy implies that the City Council will approve public rules but does not actually require it. In addition, this policy does not set forth any specific requirements for public comment other than the simple requirement to solicit it and possibly hold a public hearing. [1]

There is no general provision in the municipal code authorizing each City department to develop public rules for their operations. The closest general authorization is in SMC 03.01A.05.205, which reads:

> Section 03.01A.205 Departments – Rights, Powers and Duties
> Except as otherwise provided, the departments and offices listed in this chapter shall have all the rights and powers granted and duties imposed by authority of the laws of the state and the charter and ordinances of the City now existing or subsequently adopted, subject to the general supervision and control of the mayor.... [2]

Beyond this broad statutory authority are various rule-making authorizations scattered throughout the municipal code, where either the Mayor or department heads are authorized to create rules, regulations or procedures associated with a particular statutory mandate.[3] The authorizing language can vary with each provision of the code; while most refer to the creation of "rules and regulations," others simply permit "regulations," and still others refer to "administrative policy and procedures," and so forth.[4] To my knowledge, the only references in the municipal code to any "public rule" reside in Title 13, where the use of public rules for rate-setting is well-established, and a single reference in SMC 12.01.010 (concerning minor sidewalk repairs), which was a reference added at my request last fall. In short, the concept of a "public rule" is a creation of administrative policy.

Ostensibly all public rules are filed with the City Clerk and labeled as such. The City's website lists eight public rules, most concerning utility rates.[5] [6] A search of the Clerk's records under the phrase "public rule" is more helpful, and produces 65 records and shows 10 associated Council resolutions, most of them related to user fees for water, sewer and GFC charges.

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[1] See Attachment 1.

[2] SMC Section 04.01.080 authorizes "each agency" to promulgate rules, but this statute resides in the section relating to boards and commissions, not administrative agencies, and is clearly intended to permit civic bodies to create rules on board governance.

[3] See, e.g., SMC 03.07.350 (Personnel); SMC 04.02.020 (Collections); SMC 04.02.070 (Collections); SMC 08.01.250 (Business registrations); SMC 08.02.011 (Fees and Charges); SMC 08.03.120 (Admissions Tax);SMC 08.04.130 (Gambling Tax); SMC 10.63.100 (Property Maintenance); SMC 12.02.0735 (Public Obstructions); and SMC 13.01.080 (Utility Rates).

[4] See, e.g., SMC 12.09.150, which states the "administering officer has authority to issue general regulatory orders affecting all service providers or other users."

[5] See Attachment 2

[6] A proposed new public rule titled "Wastewater and Water General Facilities Charges and Incentives" was slated for council approval on August 18, but deferred to September 15.

That said, it is not easy to gauge the actual number of rules of general application to the public because not all rules are styled as "public rules." For example, the "Encampment Removal and Cleanup Policy" (Admin 1200-20-01 / LGL 2020-0022) adopted in 2020, clearly affects private property rights, but is not styled as a public rule. Instead, it was adopted in tandem with an executive directive from Mayor Woodard without any apparent public comment or council review. It is not listed on the City's website as a public rule. Similarly, the policy titled "Utilities Billing and Collection Policy" (Admin 5200-24-06) and establishing detailed procedures for utility collections and enforcement, including the placement of notices and liens, is not listed as a public rule, despite its application to the general public. Whether other, similar rules exist is not readily ascertainable.

RATIONALE FOR STANDARDIZED AND TRANSPARENT PUBLIC RULE MAKING

An ordinance relating to rulemaking would standardize the process for public rules, ensure consistent use of the term "public rule," and remove any mystery about which "public" rules actually exist.

The premise behind this ordinance is that legislation is the province of the City Council under Section 5 of the City Charter, and that no regulation applicable to the general public should be adopted without authorization from the City Council and without some form of council oversight. At the state and federal level, executive agencies are permitted to promulgate regulations having the force of law only because they are authorized to do so, and only after a proscribed public review process. It should be no different at the municipal level.

The goal of this ordinance is to ensure that (a) any regulation intended as a "public rule" be clearly identified as such, and (b) these rules go through a standardized, well-documented public adoption process, much like a Washington Administration Code (WAC).

Just as important, strengthening the public rule-making process could bring more certainty to enforcement. At the state level, WACs have the force of law, are cited as authority in cases, and receive deference by the courts. The same cannot be said for City public rules, particularly when clear authority to promulgate public rules is lacking. A formal and well-understood public process for public rulemaking is essential, especially with the highly publicized camping ordinance (C36779) that leaves difficult enforcement questions to administrative regulations.

PROPOSED ORDINANCE

The current policy on rulemaking is too vague, lacks transparency, and fails to ensure council an opportunity to confirm policies are consistent with the ordinances underpinning them. On the other hand, it is important to preserve, where possible, the administrative flexibility offered by rulemaking. The proposed ordinance is drafted to strike a balance between these goals. The basic elements of the ordinance are:

- **Provides to City Departments Authorization to Enact Public Rules of General Applicability.** The ordinance refines and codifies the definition of public rules and applies it to each City department. If departments intend a rule to be enforceable against the general public, it must identify it as a public rule and adopt it via the prescribed process.

- **Establishes Clear Procedures For Public Input Before Public Rules Become Final And Effective**. Under this ordinance, proposed public rules first must be published, a notice given to the public, and the proposed rule placed on the City Council agenda in the same fashion as ordinance and resolutions. At the council level the proposed rule is either approved by the council, rejected and returned to the originating department for further revisions, or deferred for later council action. Once approved, the public rule is filed with the City Clerk is to maintain a separate repository of public rules and is directed to establish a system for easy identification and retrieval for the general public.

- **Retains Administrative Control Of Strictly Internal Procedures And Exempt Independent Officers And Agencies.** The draft ordinance does not regulate rulemaking for purely internal matters, such as those rules related to personnel, collective bargaining, municipal court, or hearing examiner issuances.

- **Includes Provisions For Emergency Rules.** The ordinance introduces a procedure allowing emergency rulemaking, whereby emergency rules become effective immediately, but must eventually receive Council review.

- **Addresses Existing Public Rules.** As currently drafted, the ordinance permits any existing public rule approved by council resolution within 90 days prior to the effective date of the oridnance to remain in effect for one year. All other existing public rules adopted or modified prior to the effective date of this ordinance may be enforced for ninety (90) days after the effective date of the ordinance without council review, so long as public notice and council review has been initiated as provided in Section 3.14.030 and is pending during such enforcement period. Any public rule not reviewed by the City Council within ninety (90) days of the effective date of this ordinance, or for which review has not been initiated, shall be null and void, except as to any pending case or controversy under such Public Rule.

The proposed draft ordinance is still under review by City Legal and the administration. The goal is to present the draft at the Finance and Administration Committee in August, with eventual adoption in September.

Attachment 1: "Standardized Formats And Uniform Procedures For Adoption And Maintenance of Administrative Policies And Procedures, Departmental Policies and Procedures, Executive Orders, And Public Rules And Regulations"
(Admin 0325-18-1 / LGL 2004-0021)

Attachment 2: The City's website list of public rules

Attachment 1

RECEIVED
December 3, 2018
CITY CLERK'S OFFICE
SPOKANE, WA

CITY OF SPOKANE ADMINISTRATIVE POLICY AND PROCEDURE	ADMIN 0325-18-1 LGL 2004-0021

TITLE: **STANDARDIZED FORMATS AND UNIFORM PROCEDURES FOR ADOPTION AND MAINTENANCE OF ADMINISTRATIVE POLICIES AND PROCEDURES, DEPARTMENTAL POLICIES AND PROCEDURES, EXECUTIVE ORDERS, AND PUBLIC RULES AND REGULATIONS**

EFFECTIVE DATE: JULY 1, 2004
REVISION EFFECTIVE DATE: December 3, 2018 (Replaces ADMIN 0325-05-2 and ADMIN 0325-17-01)

1.0 GENERAL

1.1 PURPOSE

The purpose of this policy is to establish standardized formats and uniform procedures for the adoption and maintenance of administrative policies and procedures, departmental policies and procedures, executive orders, and public rules and regulations.

1.2 TABLE OF CONTENTS

1.0 GENERAL
2.0 DEPARTMENTS/DIVISIONS AFFECTED
3.0 REFERENCES
4.0 DEFINITIONS
5.0 POLICY
6.0 PROCEDURE
7.0 RESPONSIBILITIES
8.0 APPENDICES

2.0 DEPARTMENTS/DIVISIONS AFFECTED

Except as otherwise provided, this policy shall apply to all City departments and divisions. This policy and procedure shall not apply to departmental policies and procedures initiated and adopted by the City Council, Civil Service Commission, Library Board, and Park Board. Nor shall this policy and procedure apply to policies and procedures established and maintained by the City of Spokane Fire and Police Departments relating to firefighting/EMS and/or law enforcement.

3.0 REFERENCES

None.

4.0 DEFINITIONS

4.1 "Administrative Policies and Procedures" are used by City departments to inform other departments and staff of policies / procedures for the direction and management of Citywide operations.

4.2 "Departmental Policies and Procedures" are used to inform and provide direction for internal departmental management and operation of City departments. They affect primarily or exclusively single departments or divisions.

4.3 "Executive Orders" are issued from time to time formalizing specific mayor / city administrator decisions.

4.4 "Public Rules and Regulations" as required by the Spokane Municipal Code, are any department order, directive or regulation of general applicability, and (1) the violation of which subjects a person to a penalty; or (2) which subject a person to a payment of a fee; or (3) which establish, alter, or revoke any procedure, practice or requirement relating to departmental hearings; or (4) which establish, alter, or revoke any qualifications or standards for the issuance, suspension or revocation of licenses to pursue any commercial activity, trade or profession as may be otherwise defined by the Spokane Municipal Code.

5.0 POLICY

5.1 Except as provided in section 2.0 above, all administrative policies and procedures, departmental policies and procedures, executive orders, and public rules and regulations shall be developed and maintained in a standardized fashion using the format in the attached standardized templates. Note: To allow for frequent review, easy modification, and effective, best practice management in a changing and evolving business environment, procedures may be set forth in separate procedural manuals. Procedures manuals are not required to follow the standardized template format; however, the manuals shall be written in a consistent style and format.

5.2 Approval Process for Policies and Procedures

5.2.1 Administrative Policies and Procedures. Administrative policies and procedures may be initiated by department directors, division directors or the Mayor / City Administrator. Copies of proposed policies and procedures shall be provided to all affected departments for review and comment for at least a two-week period prior to final adoption, unless directed otherwise by the Mayor or City Administrator. Documentation of the notification to other departments shall be attached to any policy or procedure submitted for final adoption. Unless otherwise provided, policies and procedures shall be effective immediately after being signed by the Mayor or City Administrator. Unless otherwise stated, amendments and repeals of existing policies and procedures shall follow the same process as the adoption of a new policy or procedure. Administrative policies and procedures by the City Council, Civil Service Commission, Library Board and Park Board are signed by the authorized representative of the board / commission.

5.3.2 Departmental Policies and Procedures. Departmental policies and procedures may be initiated by department directors or division directors. If other departments will be affected by the policy, copies of proposed department policies and procedures shall be provided to all affected departments for a two-week review and comment period prior to final adoption. Documentation of the notification to other departments shall be attached to any policy or procedure submitted for final adoption. Policies and procedures initiated by departments shall have prior approval of the division director. Unless otherwise provided, department policies and procedures shall be effective immediately after being signed by the department director or division director.

5.3.3 Executive Orders. Executive orders are initiated by the Mayor or City Administrator. They are effective immediately after signature by the Mayor or City Administrator unless otherwise stated.

5.3.4. Public Rules and Regulations. Public rules and regulations may be initiated by department directors, division directors or

the Mayor / City Administrator. It is anticipated, however, that most public rules and regulations will be adopted by Ordinance. Copies of proposed rules and regulations shall be provided to all departments for review and comment for at least a two-week period prior to final adoption. Documentation of the notification to the departments shall be attached to any rule or regulation submitted for final adoption. In addition to the internal review, the public shall be given the opportunity to comment on all proposed rules and regulations. The public may send written comments to the department responsible for initiating the rule or regulation, and/or provide verbal comment at a scheduled public hearing. Rules and regulations are effective 30 days after being signed by the Mayor or City Administrator unless otherwise stated. Amendments and repeals of existing rules and regulations shall follow the same process as the adoption of a new rule or regulation. Public rules and regulations by the Library Board and the Park Board are signed by the authorized representatives of the boards.

5.3.5 In those cases deemed appropriate by the Mayor or City Administrator, any policy, procedure, rule or regulation may be referred to a "stakeholder committee" for public review or comment. The committee should be composed of a representative sample of affected persons or entities.

5.4 Publication

5.4.1 Except as otherwise provided, or unless otherwise protected from public disclosure by State or Federal Law, adopted administrative policies and procedures, executive orders, and public rules and regulations shall be published in the official gazette. Notices of adopted departmental policies and procedures shall be published in the official gazette.

5.4.2 The City Clerk shall be responsible for the scope and manner of electronic publication of adopted administrative policies and procedures, executive orders and public rules and regulations on the City's internet web page.

5.5 The administration and maintenance of the City's policy and procedure system is centralized in the office of the City Clerk. The City Clerk shall maintain the original copy of administrative policies and procedures, executive orders and public rules and regulations. The Clerk shall provide all departments with a copy of the adopted administrative policy and procedure, executive order, or public rule

or regulation. Unless otherwise protected from public disclosure by State or Federal law, the original copy of any departmental policies and procedures shall be maintained in the initiating department with a copy filed with the City Clerk. The Clerk shall also maintain an index of all current policies, procedures, executive orders, rules and regulations organized by department.

6.0 PROCEDURE

6.1 Determine what type of document is to be written. (Reference the information contained under sections 4.0 and 5.0.)

6.2 ADMINISTRATIVE POLICIES AND PROCEDURES / DEPARTMENT POLICIES AND PROCEDURES / PUBLIC RULES AND REGULATIONS.

Use the following numbered and capitalized section headings and standards:

TITLE: Provide a brief descriptive title for the document. The title should provide readers with a clear overview of what the directive is meant to convey. Avoid titles that label rather than describe the document. The title should distinguish it from others which may be similar.

For example:

(Not Clear)	Public Disclosure
(Clear)	Handling Requests for Disclosure of Public Records

EFFECTIVE DATE. For policies of specific duration, indicate the beginning and ending dates of the policy's effect. For policies of indeterminate duration, leave blank. The City Clerk will add the effective date for administrative policies and public rules, unless otherwise stated in the document.

1.0 GENERAL. Provide a brief description of the purpose of the document in subsection 1.1. List the table of contents in subsection 1.2.

2.0 DEPARTMENTS / DIVISIONS AFFECTED. If applicable to all departments, state "Applicable to all departments". If applicable to most departments, state "Applicable to all departments, except _____". If applicable to only a few

departments or one department, list only the department(s) which are affected.

3.0 REFERENCES. Provide a list of applicable laws, regulations, ordinances, charter or other legal or managerial authority for the document.

4.0 DEFINITIONS. Provide a list, beginning with 4.1, which defines all terms, abbreviations and acronyms necessary for a complete understanding of the document.

5.0 POLICIES. Policies should set forth the general principles or plan to be followed in specific operations or management.

Provide a list, beginning with 5.1, which clearly describes all decisions that management has made regarding the purpose of the document.

A primary purpose of writing policies is to save management from re-deciding issues that are already resolved. Another basic function of a written policy is to ensure consistency, predictability, and a proper foundation for rules and procedures. Policies answer the question "What should be done?" For a clean, active document, avoid too much information and philosophy on "why" policies are being done.

6.0 PROCEDURES. Procedures provide information and procedural instructions for implementation of the policy or provide information on where any procedural documents may be found.

7.0 RESPONSIBILITIES. Provide a list, beginning with 7.1, of responsibilities, duties, or authorities of affected parties, grouped by agency. The responsibilities section allows affected persons quick access to their part of responsibilities in a given policy.

8.0 APPENDICES. Use this section for including procedural manuals and/or information that does not fit into the other sections for reasons of format, size, etc. List appendices and titles starting with 8.1.

6.3 EXECUTIVE ORDERS.

Use the following sections and standards for writing executive orders:

TITLE: Provide a brief descriptive title for the document. The title should provide readers with a clear overview of what the directive is meant to convey. Avoid titles that label rather than describe the document. The title should distinguish it from others that may be similar.

EFFECTIVE DATE. Indicate the beginning date of the order's effect.

EXPIRATION DATE: If known, indicate an expiration date. Executive orders that include an expiration date will be removed from the City's website 90 days after expiration.

WHEREAS. Provide, in a series of paragraphs, the reasons and causes for the document. Begin each new paragraph with WHEREAS, in capital letters.

NOW, THEREFORE. Provide the body of the document or description of what will be done. Begin the body section with: NOW, THEREFORE, I, (mayor's name in capital letters), Mayor, do order that ..... Each following paragraph in the body will start with FURTHERMORE (in capitals).

If the document is to be effective only for a specific period of time, event, or set of circumstances, this should be stated in the body as the last statement of the body.

SIGNATURE. This section should not appear on a separate page without some portion of the body of the order appearing on the same page.

7.0 RESPONSIBILITIES

7.1 The initiating department is responsible for writing all policies, procedures, rules and regulations. In addition, initiating departments shall be responsible for reviewing policies and procedures to ensure compliance with federal, state and local laws, as well as to ensure they reflect current circumstances and best practices.

7.2 The Mayor is responsible for writing all executive orders.

7.3 The City Attorney's Office is responsible for circulating policies, procedures, and rules and regulations to departments for review and comment, unless other arrangements have been made with the initiating department.

7.4 The City Clerk is responsible for assigning document code numbers to all policies and procedures, executive orders, and public rules and regulations, in addition to the responsibilities listed under sections 5.4 and 5.5.

8.0 APPENDICES

Template - Administrative Policy and Procedure
Template - Department Policy and Procedure
Template - Executive Order

Approved by:

City Attorney

City Administrator

12/3/2013
Date

CITY OF SPOKANE
ADMINISTRATIVE POLICY AND PROCEDURE TEMPLATE

CITY OF SPOKANE ADMINISTRATIVE POLICY AND PROCEDURE	ADMIN [DEPT #]-[YR]-[#]
TITLE EFFECTIVE DATE REVISION DATE (IF APPLICABLE)	

1.0 GENERAL

1.1 PURPOSE

1.2 TABLE OF CONTENTS

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8.0 APPENDICES

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3.0 REFERENCES

4.0 DEFINITIONS

4.1

5.0 POLICY

5.1

6.0 PROCEDURE

6.1

7.0 RESPONSIBILITIES

7.1

8.0 APPENDICES

APPROVED BY:

City Attorney	Division Director
City Administrator	Date

CITY OF SPOKANE
DEPARTMENT POLICY AND PROCEDURE TEMPLATE

CITY OF SPOKANE DEPARTMENT POLICY AND PROCEDURE	DEPT [DEPT #]-[YR]-[#]
TITLE EFFECTIVE DATE REVISION DATE (IF APPLICABLE)	

1.0 GENERAL

1.1 PURPOSE

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2.0 DEPARTMENTS/DIVISIONS AFFECTED

3.0 REFERENCES

4.0 DEFINITIONS

4.1

5.0 POLICY

5.1

6.0 PROCEDURE

6.1

7.0 RESPONSIBILITIES

7.1

8.0 APPENDICES

APPROVED BY:

City Attorney	Division or Department Director

CITY OF SPOKANE
EXECUTIVE ORDER TEMPLATE

CITY OF SPOKANE EXECUTIVE ORDER	EO [YR]-[#]
TITLE EFFECTIVE DATE REVISION DATE (IF APPLICABLE)	

WHEREAS,

WHEREAS,

WHEREAS,

[use as many as needed]

NOW, THEREFORE, I, _____, Mayor, do hereby order and direct:

_____ _____

Mayor Date

Attachment 2

Official Public Rules and Regulations

Please note that policies and procedures specific to the City of Spokane Fire Department, Public Library, and Police Department are maintained by those departments and not included on this site.

Show 10 entries Search:

No.	Title	Category	Department
1.	Business Registration Rules RULE 0860-24-01	Public Rule/Regulation	Finance
2.	Design Review Process RULE 0650-12-01	Public Rule/Regulation	Planning Services
3.	Existing Sidewalk Maintenance and Minor Repairs RULE 4700-25-01	Public Rule/Regulation	Development Services Center
4.	General Facilities Charges – Incentives, Waivers and Offsets RULE 5200-23-01	Public Rule/Regulation	Public Works & Utilities
5.	RPWRF & Industrial Pretreatment Program & Lab Analysis Fees RULE 4310-25-01	Public Rule/Regulation	Wastewater Management
6.	RPWRF Industrial Pretreatment Program - Administrative Fine Schedule RULE 4320-19-01	Public Rule/Regulation	Wastewater Management

City Clerk's Office

5th Floor City Hall
808 West Spokane Falls Blvd.
Spokane, WA 99201-3342

Phone: 509.625.6350
Fax: 509.625.6217

No.	Title	Category	Department
7.	Water and Hydroelectric Department - Update Fee Schedule 2025 RULE 4100-24-02	Public Rule/Regulation	Water & Hydro-Electric
8.	Water Hydrant Usage Policy and Fees RULE 4100-20-01	Public Rule/Regulation	Water and Hydro-Electric

Showing 1 to 8 of 8 entries

Previous 1 Next





The City of Choice

808 W. Spokane Falls Blvd.
Spokane, WA 99201

Dial 311 or 509.755.CITY (2489)